



## Town of Cortland

### Board of Trustees Town Board Meeting

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

May 22, 2023 at 7:00 PM

#### AGENDA

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

#### APPROVAL OF AGENDA

#### PRESENTATION OF EAGLE SCOUT RECIPIENT ETHAN BERGESON

#### SWEARING IN OF POLICE DEPARTMENT PATROL OFFICERS JOSHUA RYDER AND MICHAEL BELL

#### PUBLIC WISHING TO SPEAK

#### CONSENT AGENDA

1. Approve Town Board Minutes of April 24, 2023; Approve Expenditures Report of April 2023 and Accept Treasurers Report of 2023

#### NEW BUSINESS FOR DISCUSSION AND POSSIBLE ACTION

2. Consideration of an Ordinance Regarding Certain Variation Requests for Property Located at 86 S. Somonauk Road. (*This ordinance, if passed, would grant variation requests from applicant Amy Aluli to certain regulations associated with setbacks, the location of an open sky patio, and specific parking requirements to accommodate a proposed bar/restaurant/videogaming establishment for Parcel 09-29-207-001 at 86 S. Somonauk Road. The hearing officer report, along with exhibits and staff report from the hearing, is attached as an exhibit. The Town Board may 1) pass the ordinance, 2) modify the ordinance, or 3) fail to pass the ordinance (which would represent denial of the requests.)*)
3. Consideration of application for Noise Variance for Cortland Summer Fest in accordance with Title 5, Chapter 4, Section 5-4-4 of Town Code: Exemptions: D. Community Events - Exemption request for operation during night hours
4. Consideration of Submittal of Grant Agreement Between the State of Illinois, Department of Commerce and Economic Opportunity (DCEO) and The Town of Cortland, Illinois- Ratify Mayor's signature of Agreement
5. Consideration of DeKalb County Community Foundation (DCCF) Grant Agreement – Ratify Mayor's signature of Agreement
6. Consideration of an Ordinance Amending Title 6 Motor Vehicles and Traffic, Chapter 3, Traffic Schedules, Section 2, Speed Limits, to the Town of Cortland Town Code. (*This ordinance, if passed, would modify certain speed limits in areas currently governed by Section 6-3-2 of Town Code, as recommended by the Town Engineer.*)
7. Approve a Temporary Use Permit for the Illinois Department of Transportation for Remediation of Abandoned Storage Tanks Located in the Right of Way of Somonauk Road, Cortland Illinois
8. Approve a Contract for Testing Service Corporation (TSC) to Provide Construction Material Engineering for Somonauk Road Paving

9. Consideration of an Agreement between KMF Writing and Scheduling Services and the Town of Cortland for the production of the Town of Cortland Newsletter

10. Approve Preliminary Event for Touch-A-Truck – June 17, 2023, Cortland Community Park

## **PARKS ADVISORY COMMITTEE REPORT**

### **COMMENTS**

### **DEPARTMENT HEAD REPORTS**

11. Police Department, Public Works, Engineer & Zoning and Monthly Permit Reports

### **MAYOR'S REPORT**

**ADJOURN TO EXECUTIVE SESSION** – Exception to Open Meeting Act 5 ILCS 120/2 (c) (5))  
*The purchase or lease of real property for the use of the public body, including meetings held for the purpose of discussing whether a particular parcel should be acquired.*

### **RECONVENE OPEN SESSION**

### **POSSIBLE ACTION AFTER EXECUTIVE SESSION**

### **ADJOURNMENT**



## Town of Cortland

### Board of Trustees Town Board Meeting

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

April 24, 2023, at 7:00 PM

### MINUTES

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

Mayor Pietrowski called the regular meeting of the Board of Trustees to order at 7:00 p.m. The Pledge of Allegiance was recited. Deputy Clerk Kaity Siewierski called roll showing as present; Mayor Mark Pietrowski, Trustees Charmaine Fioretto, Doug Corson, Jim Walker, Mike Siewierski and Randi Olson. Shown as absent was Trustee Brad Stone. Quorum was present. Also present were Public Works Director Joel Summerhill, Engineer and Zoning Administrator Brandy Williams, Police Chief Lin Dargis, Clerk Cheryl Aldis and Attorney Kevin Buick.

#### Swearing In of Newly Elected Trustees – Four-Year Terms

Bradley Stone, Douglas Corson, and Charmaine Fioretto

Clerk Aldis swore in the newly elected officials, Charmaine Fioretto, and Doug Corson, for four-year terms. Trustee Stone was absent and will be sworn in at a later date.

#### APPROVAL OF AGENDA

Trustee Walker moved to approve the agenda as presented, seconded by Trustee Olson. Voice vote carried the motion.

Voting Yea: Trustee Siewierski, Walker, Corson, Fioretto, Olson.

Voting Nay: None.

Absent: Trustee Stone.

#### PUBLIC WISHING TO SPEAK

No public wishing to speak.

#### CONSENT AGENDA

1. **Approve Town Board Minutes of April 10, 2023; Approve Expenditure Reports for February and March 2023 and Accept Treasures Reports for February and March 2023**

Deputy Clerk Kaity Siewierski read the consent agenda into the record. Approve Town Board Minutes of April 10, 2023; Approve Expenditure Reports for February and March 2023 and Accept Treasures Reports for February and March 2023. Trustee Siewierski moved to approve the Town Board Minutes of April 10, 2023; Approve Expenditure Reports for February and March 2023 and Accept Treasures Reports for February and March 2023, seconded by Trustee Corson. Roll call vote carried the motion.

Voting Yea: Trustee Siewierski, Walker, Corson, Fioretto, Olson.

Voting Nay: None.

Absent: Trustee Stone.

#### NEW BUSINESS FOR DISCUSSION AND POSSIBLE ACTION

2. **Proclamation Municipal Clerks Week April 30 - May 6, 2023**

Trustee Corson moved to approve a Proclamation for Municipal Clerks Week, April 30- May 6, 2023, seconded by Trustee Siewierski. Voice vote carried the motion.

Approved:

Attest:

Voting Yea: Trustees Siewierski, Walker, Corson, Fioretto and Olson

Voting Nay: None

Absent: Trustee Stone

**3. Authorization for Mayor to Execute an Agreement between Pink Moon Film, LLC, and the Town of Cortland**

Trustee Siewierski moved to Authorize the Mayor to Execute an Agreement between Pink Moon Films, LLC, and the Town of Cortland, seconded by Trustee Fioretto. Roll call vote carried the motion. *[Clerks Note: Dates changed to 9/5/2023-9/27/2023]*

Voting Yea: Trustee Siewierski, Walker, Corson, Fioretto, Olson.

Voting Nay: None.

Absent: Trustee Stone.

**4. Discussion Only – Public Safety Building Planning Report for 50 West Maple St**

Brandy Williams, Engineer, and Zoning Administrator discussed the Public Safety Building Planning Report for 50 W Maple Street. Ms. Williams broke down the phases within the report to explain the processes and estimated costs for each phase. Ms. Williams suggested that the best course of action for cost would be a low interest or no interest loan through USDA. Should the town pursue a low interest or no interest loan, the payments would be roughly \$21,000 per month or \$250,000 per year based upon the construction cost in the Larson & Darby report at \$5.9 Million. Ms. Williams mentioned that the next step is to go out for bid for selection of an architect, whom will prepare drawings for all phases. There was a consensus of the board to initiate construction of phase one.

**5. Approve Revised Job Descriptions for Public Works Department:**

- **General Maintenance Full Time**
- **General Maintenance Temporary Seasonal**

Trustee Corson moved to approve a job description for General Maintenance full time and approve a job description for General Maintenance Temporary Seasonal and repeal the following job descriptions: Director of Operations and Maintenance, General Maintenance, General Maintenance Non CDL, Buildings, Parks and General Maintenance, and Parks and Grounds General Maintenance, seconded by Trustee Fioretto. Roll call vote carried the motion.

Voting Yea: Trustee Siewierski, Walker, Corson, Fioretto, Olson

Voting Nay: None

Absent: Trustee Stone

**6. Approve Job Description for Temporary Engineer Intern**

Trustee Corson moved to approve a job description for a Temporary Engineer Intern, seconded by Trustee Olson. Roll call vote carried the motion.

Voting Yea: Trustee Siewierski, Walker, Corson, Fioretto, Olson

Voting Nay: None

Absent: Trustee Stone

## COMMENTS

Clerk Aldis reported she attended Lobby Day in Springfield and met/spoke with the Governor for a brief period and Tony McCombie, Illinois House Minority Leader.

Approved:

Attest:

**DEPARTMENT HEAD REPORTS**

Ms. Williams reported that Curran was the lowest bidder for the Somonauk Road construction project. The contract has been executed and the project is set to begin next month. *[Clerks Note: Begins June.]*

Mr. Summerhill reported the pickleball nets have been received and will be placed in McPhillips Park soon.

Police Chief Lin Dargis reported he attended a training course about Domestic Violence and Strangulation in DeKalb along with many other Police departments. He discussed what took place and spoke to the board about the impact domestic violence has and that it is the most common call in our municipality.

**MAYOR'S REPORT**

Mayor Pietrowski reported the sign regarding the construction of the splash pad at Suppland park has been approved. He also reported that pickleball will soon be available in McPhillips Park.

**ADJOURNMENT**

Trustee Siewierski moved to adjourn, seconded by Trustee Walker. Voice vote carried the motion. Meeting adjourned at 7:50 p.m.

Respectfully Submitted,

Kaity Siewierski  
Deputy Clerk

Approved:  
Attest:

Check Date	Check #	Payee	Description	Invoice #	Invoice GL Account	Invoice GL Account Title	Amount
04/06/23	42293	COMED	032023 ACCT #10711-16045	032023	01-6100-219	ELECTRIC - STREET LIGHTS	2,414.78
04/06/23	42293	COMED	032023 ACCT #10711-16045	032023	01-6100-219	ELECTRIC - STREET LIGHTS	2,477.09
04/06/23	42293	COMED	032023 ACCT #2371151041	032023	01-6100-219	ELECTRIC - STREET LIGHTS	186.02
04/06/23	42293	COMED	032723 ACCT #1565283053	032723	13-8000-840	AIRPORT ROAD UTILITIES	15.33
04/06/23	42293	COMED	032723 ACCT #4188054000	032723	06-7300-221	UTILITIES	23.26
04/06/23	42293	COMED	032723 ACCT #3504012009	032723	01-6100-316	UTILITIES	24.30
04/06/23	42293	COMED	032723 ACCT #2746057001	032723	01-6100-316	UTILITIES	23.26
04/06/23	42293	COMED	032723 ACCT #0403167171	032723	01-6100-316	UTILITIES	41.58
04/06/23	42293	COMED	032723 ACCT #2863057150	032723	01-6100-316	UTILITIES	37.29
04/06/23	42293	COMED	032723 ACCT #0459043031	032723	01-6100-219	ELECTRIC - STREET LIGHTS	90.88
04/06/23	42293	COMED	032823 ACCT #2875156024	032823	07-7400-221	UTILITIES	1,108.17
04/06/23	42293	COMED	032823 ACCT #1239090004	032823	07-7400-221	UTILITIES	234.69
04/06/23	42293	COMED	032823 ACCT #3567169021	032823	07-7400-221	UTILITIES	5,164.53
04/06/23	42293	COMED	032823 ACCT #5631039010	032823	07-7400-221	UTILITIES	267.62
04/06/23	42293	COMED	032823 ACCT #4707129051	032823	06-7300-221	UTILITIES	43.30
04/06/23	42293	COMED	032823 ACCT #0723100114	032823	06-7300-221	UTILITIES	102.05
04/06/23	42293	COMED	032823 ACCT #5715097078	032823	06-7300-221	UTILITIES	212.91
04/06/23	42293	COMED	032823 ACCT #7347065022	032823	06-7300-221	UTILITIES	125.87
04/06/23	42293	COMED	032823 ACCT #3974033034	032823	06-7300-221	UTILITIES	24.51
04/06/23	42293	COMED	032823 ACCT #0993022049	032823	06-7300-221	UTILITIES	9,108.50
04/06/23	42293	COMED	032823 ACCT #0403114054	032823	06-7300-221	UTILITIES	808.77
04/06/23	42294	CRESCENT ELECTRIC SUPPLY	031423 INT-MAT ELECTRONIC PHOT	S511219078.	01-6100-218	MAINTENANCE - STREET LIGHTS	42.96
04/06/23	42295	DIVERSIFIED BENEFIT SERVIC	040323 105-HRA ADMIN SERVICES &	378028	01-6000-131	EMPLOYEE HEALTH INSURANCE	109.20
04/06/23	42296	FOSTER, BUICK, CONKLIN & LU	032023 GENERAL COUNSEL, ORDINA	48640	01-6000-211	LEGAL EXPENSE	1,881.25
04/06/23	42297	FRONTIER C/O MITEL	032023 BROADBAND & CELL SERVICE	43030232	01-6000-314	TELEPHONE	224.59
04/06/23	42297	FRONTIER C/O MITEL	032023 BROADBAND & CELL SERVICE	43030232	01-6200-314	TELEPHONE	86.52
04/06/23	42297	FRONTIER C/O MITEL	032023 BROADBAND & CELL SERVICE	43030232	06-7300-314	TELEPHONE	40.06
04/06/23	42297	FRONTIER C/O MITEL	032023 BROADBAND & CELL SERVICE	43030232	07-7400-314	TELEPHONE	40.06
04/06/23	42297	FRONTIER C/O MITEL	032023 BROADBAND & CELL SERVICE	43030232	01-6100-314	TELEPHONE	25.01
04/06/23	42298	GRAINGER	031423 GLOVES, VISION TYPE-N	9638877432	01-6100-492	IPRF SAFETY GRANT	115.26
04/06/23	42299	HARRIS, ROBERT J., III	032423 NITAB TRAINING 3/20/23-3/24/2	032423	01-6200-331	TRAVEL & TRAINING	50.00
04/06/23	42300	J & K COMMUNICATIONS INC	032723 VIKING VP5000 SERIES PORT	121664	01-6200-240	EQUIPMENT PURCHASES & MAINT	3,258.16
04/06/23	42301	LITHO SPECIALISTS	032123 WINDOW ENVELOPES & REC	IS32733	01-6000-312	OFFICE SUPPLIES	282.00
04/06/23	42302	MENARDS	031323 MAILBOX REPAIR-SNOWPLO	86733	01-6100-591	MISC EXPENSE	188.31
04/06/23	42303	METRONET	032823 FIBER-SPEED INTERNET-FEB	032823	06-7300-311	OFFICE EXPENSE	99.90
04/06/23	42303	METRONET	032823 FIBER-SPEED INTERNET-FEB	032823	07-7400-311	OFFICE EXPENSE	99.90
04/06/23	42304	NICOR	031723 250 S HALWOOD ST	031723	01-6100-316	UTILITIES	873.97
04/06/23	42304	NICOR	031723 156 E NORTH AVE	031723	06-7300-221	UTILITIES	211.62
04/06/23	42304	NICOR	032123 59 S SOMONAUK RD	032123	01-6100-316	UTILITIES	129.82

M = Manual Check, V = Void Check

Check Date	Check #	Payee	Description	Invoice #	Invoice GL Account	Invoice GL Account Title	Amount
04/06/23	42304	NICOR	032123 227 S SOMONAUK RD	032123	07-7400-221	UTILITIES	161.91
04/06/23	42304	NICOR	032123 100 S LLANOS ST	032123	07-7400-221	UTILITIES	377.55
04/06/23	42304	NICOR	032123 91 N SPRUCE ST	032123	07-7400-221	UTILITIES	115.11
04/06/23	42305	PACE ANALYTICAL SERVICES L	033123 AMMONIA AS NITROGEN, FLO	19550759	07-7400-345	CHEMICALS & TESTING	282.50
04/06/23	42305	PACE ANALYTICAL SERVICES L	033123 AMMONIA AS NITROGEN, FLO	19550759	06-7300-345	WASTEWATER TESTING	495.10
04/06/23	42306	PB ELECTRONICS	030123 KUSTOM FALCONHR STATION	143581	01-6200-240	EQUIPMENT PURCHASES & MAINT	820.00
04/06/23	42307	PINES COMPUTER CONSULTIN	032723 W4 ACCESS CONTROLS, HIG	4668	07-7400-811	CAP OUTLAY: CONSTRUCT	4,576.58
04/06/23	42307	PINES COMPUTER CONSULTIN	032723 NEUCORT LIFT HIGH SECURIT	4669	07-7400-811	CAP OUTLAY: CONSTRUCT	2,154.67
04/06/23	42308	PRINCIPAL LIFE INSURANCE C	031823 ACCT. 1048895-10001 LIFE INS	031823	01-2100	HEALTH INS WITHHELD	261.36
04/06/23	42309	REVERE ELECTRIC SUPPLY	031223 LED LAMP REPLACEMENT PA	S4830382.00	01-6100-218	MAINTENANCE - STREET LIGHTS	771.95
04/06/23	42309	REVERE ELECTRIC SUPPLY	031523 HEAD, GLOBE W/ REFLECTOR	S4830382.00	01-6100-218	MAINTENANCE - STREET LIGHTS	3,485.37
04/06/23	42310	SEALMASTER	032323 SQUEEGEE, 36", LITE WEIGHT	95985	01-6100-235	PARKS - EQUIPMENT MAINTENANCE	140.73
04/06/23	42311	SHAW SUBURBAN MEDIA	033123 BUDGET HEARING NOTICE	0323100251	01-6000-211	LEGAL EXPENSE	60.14
04/06/23	42312	USABBLUEBOOK	031423 SAFETY GLASSES, GLOVES,	297356	01-6100-492	IPRF SAFETY GRANT	1,122.55
04/06/23	42312	USABBLUEBOOK	031423 SAFETY GLASSES, GLOVES,	297356	06-7300-492	IPRF SAFETY GRANT	436.03
04/06/23	42312	USABBLUEBOOK	031423 CLASS E RAIN PANTS, WATER	298469	06-7300-492	IPRF SAFETY GRANT	98.40
04/06/23	42313	VERIZON CONNECT FLEET US	040323 VEHICLE TRACKING SUBSCRI	3860000386	01-6100-314	TELEPHONE	87.25
04/06/23	42314	VIKING CHEMICAL COMPANY	032223 SODIUM HYPOCHLORITE, SO	143565	07-7400-345	CHEMICALS & TESTING	1,050.50
04/06/23	42315	WATER PRODUCTS CO	032823 6" DWV COUPLINGS, PVC CE	0315102	07-7400-243	M&O: WELL SYSTEM	780.00
04/06/23	42315	WATER PRODUCTS CO	032823 6" DWV COUPLINGS, PVC CE	0315102	01-6100-255	STORM SEWER REPAIRS	400.00
04/06/23	42316	WATER REMEDIATION TECHNO	040123 BASE TREATMENT CHARGE	021629	07-7400-222	RADIUM REMOVAL PROCESSING	6,373.89
04/06/23	42316	WATER REMEDIATION TECHNO	040123 BASE TREATMENT CHARGE	021630	07-7400-222	RADIUM REMOVAL PROCESSING	2,773.00
04/21/23	42317	AT&T MOBILITY	032523 WIRELESS	2872972642	01-6200-314	TELEPHONE	555.59
04/21/23	42318	BOCKMAN'S TRUCK & FLEET	040623 SAFETY STICKER	52044	06-7300-241	M&O: VEH & EQUIP	70.00
04/21/23	42319	CIVIC SYSTEMS LLC	042123 CIVIC CONNECT LICENSE FEE	A2023-06	01-1350	PREPAIDS	13,590.00
04/21/23	42320	COPS INC	032723 UNIFORM ITEMS-BRIAN SAWY	13181	01-6200-199	UNIFORM ALLOWANCE	152.66
04/21/23	42321	CORTLAND COMMUNITY LIBRA	042123 LAND/CASH CONTRIBUTIONS	042123	13-2407	LAND/CASH: PUBLIC LIBRARY	945.00
04/21/23	42322	CORTLAND FIRE PROTECTION	042123 LAND/CASH CONTRIBUTIONS	042123	13-2401	LAND/CASH: CFPD	6,300.00
04/21/23	42323	DEKALB LAWN & EQUIPMENT C	033123 TELESCOPING POLE PRUNER	89419	01-6100-227	SMALL EQUIPMENT PURCHASES	715.98
04/21/23	42324	ELBURN NAPA	032723 NAPA GOLD OIL FILTER, 5W20	855795	01-6200-240	EQUIPMENT PURCHASES & MAINT	67.49
04/21/23	42324	ELBURN NAPA	032723 CARLYLE SOCKET	855822	01-6100-226	TOOLS AND HARDWARE	31.99
04/21/23	42324	ELBURN NAPA	032923 ENGINE OIL FILTER	856054	01-6200-240	EQUIPMENT PURCHASES & MAINT	3.53
04/21/23	42325	FERGUSON WATER WORKS	033123 6 CI PVC COUP RC	0455656	01-6100-255	STORM SEWER REPAIRS	129.16
04/21/23	42326	FRONTIER	041023 BROADBAND CELL SERVICE	041023	01-6000-314	TELEPHONE	250.18
04/21/23	42326	FRONTIER	041023 BROADBAND CELL SERVICE	041023	01-6100-314	TELEPHONE	135.98
04/21/23	42326	FRONTIER	041023 BROADBAND CELL SERVICE	041023	01-6200-314	TELEPHONE	337.64
04/21/23	42326	FRONTIER	041023 BROADBAND CELL SERVICE	041023	07-7400-314	TELEPHONE	111.36
04/21/23	42326	FRONTIER	041023 BROADBAND CELL SERVICE	041023	06-7300-314	TELEPHONE	167.37
04/21/23	42327	IACP	121922 2023 MEMBERSHIP DUES	0246412	01-6200-321	DUES & SUBSCRIPTIONS	63.33

M = Manual Check, V = Void Check

Check Date	Check #	Payee	Description	Invoice #	Invoice GL Account	Invoice GL Account Title	Amount
04/21/23	42327	IACP	121922 2023 MEMBERSHIP DUES	0246412	01-1350	PREPAIDS	126.67
04/21/23	42328	ILLINOIS PUBLIC RISK FUND	041023 2022 WC AUDIT PREMIUM	85218	01-6000-511	INSURANCE EXPENSE	22.00
04/21/23	42328	ILLINOIS PUBLIC RISK FUND	041023 2022 WC AUDIT PREMIUM	85218	01-6100-511	INSURANCE EXPENSE	2,476.00
04/21/23	42328	ILLINOIS PUBLIC RISK FUND	041023 2022 WC AUDIT PREMIUM	85218	01-6200-511	INSURANCE EXP	928.00
04/21/23	42328	ILLINOIS PUBLIC RISK FUND	041023 2022 WC AUDIT PREMIUM	85218	01-6300-511	INSURANCE EXP	39.00
04/21/23	42328	ILLINOIS PUBLIC RISK FUND	041023 2022 WC AUDIT PREMIUM	85218	06-7300-511	INSURANCE EXPENSE	134.00
04/21/23	42328	ILLINOIS PUBLIC RISK FUND	041023 2022 WC AUDIT PREMIUM	85218	07-7400-511	INSURANCE EXPENSE	200.00
04/21/23	42328	ILLINOIS PUBLIC RISK FUND	041023 2022 WC AUDIT PREMIUM	85218	01-6100-511	INSURANCE EXPENSE	111.00
04/21/23	42328	ILLINOIS PUBLIC RISK FUND	041023 2022 WC AUDIT PREMIUM	85218	01-6000-511	INSURANCE EXPENSE	115.00
04/21/23	42329	Jacob & Klein, LTD	041023 2023 ANNUAL PROF FEES-1ST	041023	14-6600-212	ADMINISTRATIVE EXPENSE	305.25
04/21/23	42330	LARSON & DARBY GROUP	040623 PROFESSIONAL SERVICES-P	43415	01-6300-211	ENGINEERING: NON-REIMBURSABLE	4,731.00
04/21/23	42331	LAUTERBACH & AMEN LLP	040723 PROFESSIONAL SERVICES-M	77261	01-6000-214	AUDIT & ACCOUNTING FEES	8,546.38
04/21/23	42331	LAUTERBACH & AMEN LLP	040723 PROFESSIONAL SERVICES-M	77261	06-7300-213	OTHER CONSULTING FEES	1,337.45
04/21/23	42331	LAUTERBACH & AMEN LLP	040723 PROFESSIONAL SERVICES-M	77261	07-7400-213	OTHER CONSULTING FEES	2,006.17
04/21/23	42332	MENARDS	032723 SUN/SHADE SEED, FG START	87594	01-6100-224	STREET REPAIR MATERIALS	173.96
04/21/23	42332	MENARDS	040323 SCOOP DH ALUM, SUN/SHADE	87996	01-6100-258	FORESTRY	83.98
04/21/23	42332	MENARDS	040523 AC2 TRT, GREEN TRTD, 1/4" P	88142	01-6100-258	FORESTRY	310.65
04/21/23	42332	MENARDS	041123 COPPER SPLITBOLT	88495	01-6100-218	MAINTENANCE - STREET LIGHTS	36.45
04/21/23	42332	MENARDS	041123 CRACK FILLER, STOREROOM	88518	01-6100-235	PARKS - EQUIPMENT MAINTENANCE	163.51
04/21/23	42332	MENARDS	041223 LAG SCREW, TURNBUCKLE	88603	01-6100-258	FORESTRY	18.41
04/21/23	42332	MENARDS	041323 PAPER TOWELS, CRACK FILL	88652	01-6100-235	PARKS - EQUIPMENT MAINTENANCE	84.83
04/21/23	42333	MERRY MAIDS	040723 CLEANING-PD	040723	01-6200-242	M&O: OFFICE	314.00
04/21/23	42333	MERRY MAIDS	011823 CLEANING-TOWN HALL	040723-TH	01-6100-242	TOWN HALL MAINTENANCE	186.00
04/21/23	42334	MID-CITY OFFICE PRODUCTS I	041823 TABS, LASER CARTRIDGES, T	652183-0	01-6000-312	OFFICE SUPPLIES	728.62
04/21/23	42334	MID-CITY OFFICE PRODUCTS I	0412041923 PAPER TOWELS	652183-1	01-6000-312	OFFICE SUPPLIES	36.10
04/21/23	42335	NCPERS GROUP LIFE INS	040123 LIFE INSURANCE PREMIUM	6231052023	01-2130	LIFE INSURANCE WITHHELD	128.00
04/21/23	42336	NICOR	032123 54 MARY ALDIS LN	032123-1	01-6200-316	UTILITIES	282.71
04/21/23	42337	PETTY CASH	042123 POSTAGE, CR ERROR	042123	07-7400-311	OFFICE EXPENSE	2.22
04/21/23	42337	PETTY CASH	042123 POSTAGE, CR ERROR	042123	01-6000-591	MISC EXPENSE	4.00
04/21/23	42338	PF PETTIBONE & COMPANY	012323 ADMIN ADJUDICATION FORMS	183348	01-6200-315	COPIES & PRINTING	153.90
04/21/23	42338	PF PETTIBONE & COMPANY	012623 MUNI CODE VIOLATION CITATI	183349	01-1350	PREPAIDS	559.80
04/21/23	42339	PINES COMPUTER CONSULTIN	041823 SERVER, INTEL PROCESSOR	4670	01-6000-812	CAP OUTLAY: EQUIP & FURN	21,739.00
04/21/23	42339	PINES COMPUTER CONSULTIN	041823 SERVER, INTEL PROCESSOR	4670	06-7300-311	OFFICE EXPENSE	2,000.00
04/21/23	42339	PINES COMPUTER CONSULTIN	041823 SERVER, INTEL PROCESSOR	4670	07-7400-211	LEGAL/COLLECTION EXP	2,000.00
04/21/23	42339	PINES COMPUTER CONSULTIN	042023 SONICWALL UPGRADE	4671	01-6000-812	CAP OUTLAY: EQUIP & FURN	3,883.00
04/21/23	42339	PINES COMPUTER CONSULTIN	042023 SONICWALL UPGRADE	4671	06-7300-311	OFFICE EXPENSE	342.50
04/21/23	42339	PINES COMPUTER CONSULTIN	042023 SONICWALL UPGRADE	4671	07-7400-211	LEGAL/COLLECTION EXP	342.50
04/21/23	42340	RK DIXON CO	032323 CONTRACT BASE RATE & OVE	IN4337209	01-6200-315	COPIES & PRINTING	53.25
04/21/23	42341	SOFTWATERCITY INC.	033123 WATER RENT	033123	01-6200-312	OFFICE SUPPLIES	16.00

M = Manual Check, V = Void Check



Check Date	Check #	Payee	Description	Invoice #	Invoice GL Account	Invoice GL Account Title	Amount
04/21/23	42342	SUN LIFE ASSURANCE COMPA	041723 DENTAL INSURANCE-MAY	041723	01-2100	HEALTH INS WITHHELD	538.67
04/21/23	42343	The Economic Development Grou	041023 CONSULTING FEE - TIF DISTRI	041023	14-6600-212	ADMINISTRATIVE EXPENSE	1,221.60
04/21/23	42344	TRAFFIC CONTROL & PROTEC	040323 STREET NAME SIGNS	114326	01-6100-221	ROAD SIGNS	75.75
04/21/23	42345	UNION DRAINAGE DISTRICT #1	031623 DISCHARGE OF WASTEWATE	031623	06-7300-312	ANNUAL PERMIT FEES	3,000.00
04/21/23	42346	UPS DEKALB	041123 CARBONLESS FORMS	041123	01-6200-315	COPIES & PRINTING	46.00
04/21/23	42347	USABBLUEBOOK	032723 FLOURIDE REAGENT, VARIAB	311976	07-7400-345	CHEMICALS & TESTING	942.68
04/21/23	42347	USABBLUEBOOK	033123 FULL DISCLOSURE SIGN FLO	317638	07-7400-492	IPRF SAFETY GRANT	176.25
04/21/23	42348	VERIZON WIRELESS	040123 MOBILE BROADBAND SERVIC	642000880-0	01-6000-314	TELEPHONE	115.28
04/21/23	42348	VERIZON WIRELESS	040123 MOBILE BROADBAND SERVIC	642000880-0	01-6300-314	TELEPHONE	178.79
04/21/23	42348	VERIZON WIRELESS	040123 MOBILE BROADBAND SERVIC	642000880-0	01-6200-314	TELEPHONE	65.64
04/21/23	42348	VERIZON WIRELESS	040123 MOBILE BROADBAND SERVIC	642000880-0	07-7400-314	TELEPHONE	107.93
04/21/23	42348	VERIZON WIRELESS	040123 MOBILE BROADBAND SERVIC	642000880-0	06-7300-314	TELEPHONE	63.19
04/21/23	42348	VERIZON WIRELESS	040123 MOBILE BROADBAND SERVIC	642000880-0	01-6100-314	TELEPHONE	178.78
04/21/23	42349	WATER PRODUCTS CO	041923 RISER, MANHOLE ADJ RING,	0315510	07-7400-243	M&O: WELL SYSTEM	2,772.00
04/21/23	42350	WELLS FARGO FINANCIAL LEA	040723 XEROX COPIER-VERSALINK	5024658358	01-6000-351	OFFICE EQUIP & MAINT	131.85
04/21/23	42351	WEX BANK	041523 GASOLINE-PD	88528524	01-6200-371	GAS & PETROLEUM	1,312.14
04/21/23	42351	WEX BANK	041523 SERVICE-PD	88528524	01-6200-241	VEHICLE MAINTENANCE	57.00
04/21/23	42351	WEX BANK	041523 GASOLINE-PW	88528524	01-6100-371	FUEL	241.32
04/21/23	42351	WEX BANK	041523 GASOLINE-ENGINEERING	88528524	01-6300-371	GASOLINE	214.41
04/21/23	42351	WEX BANK	041523 GASOLINE-SEWER	88528524	06-7300-371	GAS & PETROLEUM	151.50
04/21/23	42351	WEX BANK	041523 GASOLINE-WATER	88528524	07-7400-371	GAS & PETROLEUM	353.50
04/21/23	42352	XEROX FINANCIAL SERVICES	032923 COPIER LEASE-PD	4064260	01-6200-351	OFFICE EQUIP & MAINT	74.16
04/28/23	4680	DIVERSIFIED BENEFIT SERVIC	041023 105-HRA REIMBURSEMENT	041023	01-6000-131	EMPLOYEE HEALTH INSURANCE	249.52
04/28/23	4681	JEWEL-OSCO	040523 REP LAUREN UNDERWOOD VI	040523	01-6000-591	MISC EXPENSE	53.37
04/28/23	4682	MICROSOFT ONLINE	041123 ONLINE SERVICES	E0200MSTT	01-6000-321	DUES & SUBSCRIPTIONS	107.25
04/28/23	4683	VORTEX USA INC	041723 SUPPERLAND PARK, PROJ 37	DEP01	03-1590	CONSTRUCTION IN PROGRESS	39,173.70
04/28/23	4684	DIVERSIFIED BENEFIT SERVIC	041923 105-HRA REIMBURSEMENT	041723	01-6000-131	EMPLOYEE HEALTH INSURANCE	403.87
04/28/23	4685	DIVERSIFIED BENEFIT SERVIC	042623 105-HRA REIMBURSEMENT	042423	01-6000-131	EMPLOYEE HEALTH INSURANCE	1,590.98
04/28/23	999999	HUMANA INSURANCE CO	041223 HEALTH INS. PREMIUMS	981752003	01-2100	HEALTH INS WITHHELD	14,090.31
04/28/23	999999	TAMCO Capital Corporation	041423 Phone Lease	4069918	01-6000-314	TELEPHONE	130.00
Total 04/23:							203,283.90
Grand Totals:							203,283.90

Funds: #01 = General Fund, #02 = Motor Fuel Tax, #03 = Capital Improvement Fund, #04 = Economic Development Fund, #05 = Special Project Fund, #06 = Sewer System, #07 = Water System, #12 = Police Department, #13 = Restricted Assets Fund, #14 = TIF FUND

General Fund Departments: #01-6000 = Administration, #01-6100 = Operations & Maintenance, #01-6300 = Engineering, Zoning & Building

**DRAFT****Town of Cortland**

Cash Summaries

Month Ending:

April 30, 2023

	<u>General</u>	<u>MFT</u>	<u>CIF</u>	<u>Sewer</u>	<u>Water</u>	<u>Festival &amp; Parade</u>	<u>RAF</u>	<u>TIF</u>	<u>Total</u>
<b>Beginning Cash</b>	\$ 743,312.37	\$ 660,429.07	\$ 1,006,222.43	\$ 2,239,280.20	\$ 1,121,437.57	\$ 6,565.68	\$ 1,457,584.82	\$ 603,741.67	\$ 7,838,573.81
<b>Revenue over</b>									
<b>Expenses:</b>	\$ (90,855.76)	\$ 16,369.42	\$ (1,047.10)	\$ 127,050.42	\$ 86,046.46	\$ 10.26	\$ 12,723.54	\$ 898.39	\$ 151,195.63
<b>Receivables</b>									
Prev month	\$ 33,976.48	\$ -	\$ -	\$ 32,926.28	\$ 6,248.16	\$ -	\$ 4,540.92	\$ -	\$ 77,691.84
Current month	<u>52,124.64</u>	<u>-</u>	<u>-</u>	<u>167,214.16</u>	<u>131,009.78</u>	<u>-</u>	<u>4,540.92</u>	<u>-</u>	<u>354,889.50</u>
<b>Change in receivables</b>	\$ (18,148.16)	\$ -	\$ -	\$ (134,287.88)	\$ (124,761.62)	\$ -	\$ -	\$ -	\$ (277,197.66)
Less: non-expense AJE for Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Payables</b>									
Prev month	\$ 57,325.34	\$ -	\$ 77,238.16	\$ 701,229.38	\$ 70,044.56	\$ -	\$ 894,808.10	\$ -	\$ 1,800,645.54
Current month	<u>113,357.70</u>	<u>-</u>	<u>79,238.16</u>	<u>709,005.66</u>	<u>82,261.88</u>	<u>-</u>	<u>892,438.11</u>	<u>-</u>	<u>1,876,301.51</u>
<b>Change in Payables</b>	\$ 56,032.36	\$ -	\$ 2,000.00	\$ 7,776.28	\$ 12,217.32	\$ -	\$ (2,369.99)	\$ -	\$ 75,655.97
<b>Ending Cash</b>	<u>\$ 690,340.81</u>	<u>\$ 676,798.49</u>	<u>\$ 1,007,175.33</u>	<u>\$ 2,239,819.02</u>	<u>\$ 1,094,939.73</u>	<u>\$ 6,575.94</u>	<u>\$ 1,467,938.37</u>	<u>\$ 604,640.06</u>	<u>\$ 7,788,227.75</u>
<b>Per Cash</b>									
<b>Trial Balance:</b>	\$ 690,340.81	\$ 676,798.49	\$ 1,007,175.33	\$ 2,239,819.02	\$ 1,094,939.73	\$ 6,575.94	\$ 1,467,938.37	\$ 604,640.06	\$ 7,788,227.75

TOWN OF CORTLAND  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 12 MONTHS ENDING APRIL 30, 2023

DRAFT

Item 1.

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>PROPERTY TAX</u>					
01-4051 PROPERTY TAX REVENUE	.00	.00	594,000.00	594,000.00	.0
01-4052 RE TAX - CORPORATE LEVY	.00	490,010.87	.00 (	490,010.87)	.0
01-4055 PROPERTY TAX-POLICE	.00	125,005.39	124,000.00 (	1,005.39)	100.8
01-4058 RE TAX - IMRF LEVY	.00	56,456.00	.00 (	56,456.00)	.0
01-4059 RE TAX - SOC SEC LEVY	.00	52,424.62	.00 (	52,424.62)	.0
TOTAL PROPERTY TAX	.00	723,896.88	718,000.00 (	5,896.88)	100.8
<u>FINES &amp; FORFEITURES</u>					
01-4062 COURT FINES	464.00	3,129.09	9,000.00	5,870.91	34.8
01-4069 POLICE FINES	.00	1,272.88	.00 (	1,272.88)	.0
TOTAL FINES & FORFEITURES	464.00	4,401.97	9,000.00	4,598.03	48.9
<u>ROAD &amp; BRIDGE TAX</u>					
01-4071 ROAD & BRIDGE TAX REV	411.15	19,021.84	20,000.00	978.16	95.1
TOTAL ROAD & BRIDGE TAX	411.15	19,021.84	20,000.00	978.16	95.1
<u>BUILDING &amp; ZONING PERMITS</u>					
01-4081 BUILDING & ZONING PERMITS	450.00	875.00	37,500.00	36,625.00	2.3
01-4082 ZONING PERMITS	475.00	3,550.00	.00 (	3,550.00)	.0
01-4083 BUILDING PERMITS	4,650.00	47,092.21	.00 (	47,092.21)	.0
01-4084 SITE GRADING PLAN REVIEW	600.00	3,200.00	.00 (	3,200.00)	.0
TOTAL BUILDING & ZONING PERMITS	6,175.00	54,717.21	37,500.00 (	17,217.21)	145.9
<u>INCOME TAX REVENUE</u>					
01-4101 STATE INCOME TAX REVENUE	61,692.19	710,621.12	497,000.00 (	213,621.12)	143.0
TOTAL INCOME TAX REVENUE	61,692.19	710,621.12	497,000.00 (	213,621.12)	143.0
<u>SALES TAX</u>					
01-4122 SALES TAX	20,900.10	287,255.43	455,000.00	167,744.57	63.1
01-4123 LOCAL USE TAX	14,111.25	162,188.60	155,000.00 (	7,188.60)	104.6
TOTAL SALES TAX	35,011.35	449,444.03	610,000.00	160,555.97	73.7

TOWN OF CORTLAND  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 12 MONTHS ENDING APRIL 30, 2023

DRAFT

Item 1.

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REPLACEMENT TAX - TOWNSHIP</u>					
01-4131 REPLACEMENT TAX - TOWNSHIP	.00	.00	200.00	200.00	.0
TOTAL REPLACEMENT TAX - TOWNSHIP	.00	.00	200.00	200.00	.0
<u>REPLACEMENT TAX - STATE</u>					
01-4141 REPLACEMENT TAX - STATE	486.33	4,135.77	4,000.00	( 135.77)	103.4
01-4142 VIDEO GAMING TAX - STATE	1,747.74	14,973.92	15,000.00	26.08	99.8
01-4143 CANNABIS USE TAX - STATE	628.20	5,704.56	6,000.00	295.44	95.1
TOTAL REPLACEMENT TAX - STATE	2,862.27	24,814.25	25,000.00	185.75	99.3
<u>OTHER PERMITS</u>					
01-4151 OTHER PERMITS	125.00	483.00	1,000.00	517.00	48.3
01-4153 LIQUOR LICENSES	3,500.00	8,200.00	.00	( 8,200.00)	.0
01-4154 PARK RENTAL	.00	110.00	.00	( 110.00)	.0
01-4155 NON-HIGHWAY VEHICLES PERMIT	100.00	100.00	.00	( 100.00)	.0
01-4156 SOLICITORS PERMIT	25.00	50.00	.00	( 50.00)	.0
TOTAL OTHER PERMITS	3,750.00	8,943.00	1,000.00	( 7,943.00)	894.3
<u>DONATIONS</u>					
01-4166 CEMETERY RECEIPTS	.00	1,775.00	.00	( 1,775.00)	.0
TOTAL DONATIONS	.00	1,775.00	.00	( 1,775.00)	.0
<u>FRANCHISE FEES</u>					
01-4181 FRANCHISE FEES	2,521.18	16,759.06	20,000.00	3,240.94	83.8
TOTAL FRANCHISE FEES	2,521.18	16,759.06	20,000.00	3,240.94	83.8
<u>SIMPLIFIED TELECOM TAX (IMF)</u>					
01-4201 SIMPLIFIED TELECOMM TAX (IMF)	1,085.06	5,666.25	10,000.00	4,333.75	56.7
TOTAL SIMPLIFIED TELECOM TAX (IMF)	1,085.06	5,666.25	10,000.00	4,333.75	56.7

TOWN OF CORTLAND  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 12 MONTHS ENDING APRIL 30, 2023

**DRAFT**

Item 1.

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>CORTLAND HISTORY BOOK</u>					
01-4851 CORTLAND HISTORY BOOK	.00	85.20	.00	( 85.20)	.0
TOTAL CORTLAND HISTORY BOOK	.00	85.20	.00	( 85.20)	.0
<u>REIMBURSEMENTS</u>					
01-4901 REIMBURSEMENTS	.00	.00	150,000.00	150,000.00	.0
01-4909 REIMBURSEMENTS - OTHER	.00	12,546.95	.00	( 12,546.95)	.0
TOTAL REIMBURSEMENTS	.00	12,546.95	150,000.00	137,453.05	8.4
<u>RESTITUTION</u>					
01-4911 RESTITUTION FOR PROP DAMAGE	.00	15,295.66	.00	( 15,295.66)	.0
TOTAL RESTITUTION	.00	15,295.66	.00	( 15,295.66)	.0
<u>MISCELLANEOUS REVENUE</u>					
01-4990 MISC REV PD REPORTS	.00	90.00	500.00	410.00	18.0
01-4991 MISC REVENUE	17,464.03	19,832.39	5,000.00	( 14,832.39)	396.7
01-4992 WATER TOWER LEASE FV INTERNET	15.00	15.00	.00	( 15.00)	.0
01-4996 BUSINESS LICENSES	.00	1,225.00	1,250.00	25.00	98.0
01-4997 MISC REV-PD OTHER	.00	20.00	.00	( 20.00)	.0
TOTAL MISCELLANEOUS REVENUE	17,479.03	21,182.39	6,750.00	( 14,432.39)	313.8
<u>INTEREST ON INVESTMENT</u>					
01-8011 INTEREST ON INVESTMENT	2,305.14	25,212.22	3,000.00	( 22,212.22)	840.4
TOTAL INTEREST ON INVESTMENT	2,305.14	25,212.22	3,000.00	( 22,212.22)	840.4
<u>TRANSFERS FROM OTHER FUNDS</u>					
01-8101 TRANSFERS FROM OTHER FUNDS	.00	.00	143,228.00	143,228.00	.0
TOTAL TRANSFERS FROM OTHER FUNDS	.00	.00	143,228.00	143,228.00	.0
<u>GRANTS</u>					
01-8301 GRANTS	.00	338,422.57	299,931.00	( 38,491.57)	112.8
TOTAL GRANTS	.00	338,422.57	299,931.00	( 38,491.57)	112.8

TOWN OF CORTLAND  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 12 MONTHS ENDING APRIL 30, 2023

DRAFT

Item 1.

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
TOTAL FUND REVENUE	133,756.37	2,432,805.60	2,550,609.00	117,803.40	95.4

TOWN OF CORTLAND  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 12 MONTHS ENDING APRIL 30, 2023

DRAFT

Item 1.

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>						
01-6000-110	SALARIES - ELECTED OFFICIALS	9,011.48	115,720.97	121,400.00	5,679.03	95.3
01-6000-119	SALARIES - CLERICAL WORKERS	7,007.75	93,050.23	89,600.00	( 3,450.23)	103.9
01-6000-131	EMPLOYEE HEALTH INSURANCE	754.17	57,906.80	22,800.00	( 35,106.80)	254.0
01-6000-133	IMRF CONTRIBUTION	1,101.73	14,687.68	14,600.00	( 87.68)	100.6
01-6000-193	PAYROLL TAXES	1,181.95	15,876.35	16,200.00	323.65	98.0
01-6000-210	LEGAL FEES: REIMBURSABLE	.00	656.25	.00	( 656.25)	.0
01-6000-211	LEGAL EXPENSE	3,306.24	26,016.46	60,000.00	33,983.54	43.4
01-6000-214	AUDIT & ACCOUNTING FEES	8,546.38	106,281.18	114,000.00	7,718.82	93.2
01-6000-312	OFFICE SUPPLIES	1,101.61	4,813.68	5,000.00	186.32	96.3
01-6000-313	POSTAGE	.00	1,157.38	2,000.00	842.62	57.9
01-6000-314	TELEPHONE	932.58	16,505.98	20,000.00	3,494.02	82.5
01-6000-315	COPIES & PRINTING	.00	69.75	2,000.00	1,930.25	3.5
01-6000-321	DUES & SUBSCRIPTIONS	107.25	6,896.18	5,000.00	( 1,896.18)	137.9
01-6000-331	TRAVEL & TRAINING	.00	7,097.23	5,000.00	( 2,097.23)	141.9
01-6000-351	OFFICE EQUIP & MAINT	131.85	19,477.91	21,000.00	1,522.09	92.8
01-6000-492	GRANT REIMBURSEMENT EXPENSE	506.00	25,506.00	.00	( 25,506.00)	.0
01-6000-511	INSURANCE EXPENSE	8,015.00	19,293.47	7,700.00	( 11,593.47)	250.6
01-6000-531	REAL ESTATE TAXES	.00	.00	3,000.00	3,000.00	.0
01-6000-558	LEGAL - 6 EAST NORTH AVE	.00	350.00	.00	( 350.00)	.0
01-6000-591	MISC EXPENSE	56.03	1,019.37	1,000.00	( 19.37)	101.9
01-6000-812	CAP OUTLAY: EQUIP & FURN	25,622.00	53,750.11	52,100.00	( 1,650.11)	103.2
01-6000-908	TRANSFER TO OTHER FUNDS	.00	10,000.00	10,000.00	.00	100.0
TOTAL ADMINISTRATION		67,382.02	596,132.98	572,400.00	( 23,732.98)	104.2



TOWN OF CORTLAND  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 12 MONTHS ENDING APRIL 30, 2023

**DRAFT**

Item 1.

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<b>PUBLIC WORKS</b>					
01-6100-118 SALARIES - MAINT WORKERS	12,617.31	236,850.84	261,000.00	24,149.16	90.8
01-6100-131 EMPLOYEE HEALTH INSURANCE	2,222.25	37,383.19	48,500.00	11,116.81	77.1
01-6100-133 IMRF CONTRIBUTION	1,105.27	20,397.80	23,500.00	3,102.20	86.8
01-6100-151 UNEMPLOYMENT BENEFITS	.00	1,480.00	.00	( 1,480.00)	.0
01-6100-193 PAYROLL TAXES	965.23	18,119.15	20,000.00	1,880.85	90.6
01-6100-197 DRUG/ALCOHOL PROGRAMS	.00	480.00	600.00	120.00	80.0
01-6100-198 UNIFORMS	77.95	1,295.78	1,600.00	304.22	81.0
01-6100-211 LEGAL EXPENSE	.00	10,050.00	.00	( 10,050.00)	.0
01-6100-218 MAINTENANCE - STREET LIGHTS	4,336.73	13,844.08	1,000.00	( 12,844.08)	1384.4
01-6100-219 ELECTRIC - STREET LIGHTS	5,434.33	26,349.54	36,500.00	10,150.46	72.2
01-6100-220 ROAD SALT	.00	34,248.33	30,000.00	( 4,248.33)	114.2
01-6100-221 ROAD SIGNS	75.75	2,336.55	2,000.00	( 336.55)	116.8
01-6100-222 RAILROAD CROSSING MAINTENANCE	.00	845.60	1,000.00	154.40	84.6
01-6100-224 STREET REPAIR MATERIALS	173.96	15,878.08	24,000.00	8,121.92	66.2
01-6100-226 TOOLS AND HARDWARE	31.99	2,890.39	3,000.00	109.61	96.4
01-6100-227 SMALL EQUIPMENT PURCHASES	715.98	6,191.98	10,000.00	3,808.02	61.9
01-6100-231 STREETS	.00	2,465.75	.00	( 2,465.75)	.0
01-6100-232 MAINTENANCE TOWN GARAGE	.00	525.00	550.00	25.00	95.5
01-6100-235 PARKS - EQUIPMENT MAINTENANCE	1,484.07	8,409.04	10,000.00	1,590.96	84.1
01-6100-239 NUISANCE MOWING	.00	.00	1,000.00	1,000.00	.0
01-6100-241 VEHICLE & EQUIPMENT MAINT.	613.72	43,712.51	15,000.00	( 28,712.51)	291.4
01-6100-242 TOWN HALL MAINTENANCE	186.00	7,504.42	6,000.00	( 1,504.42)	125.1
01-6100-245 EQUIPMENT RENTAL	7,500.00	8,198.70	13,000.00	4,801.30	63.1
01-6100-255 STORM SEWER REPAIRS	529.16	2,820.02	6,000.00	3,179.98	47.0
01-6100-258 FORESTRY	515.84	2,391.99	8,000.00	5,608.01	29.9
01-6100-312 OFFICE SUPPLIES	.00	148.90	.00	( 148.90)	.0
01-6100-314 TELEPHONE	451.31	5,191.19	6,000.00	808.81	86.5
01-6100-316 UTILITIES	1,773.27	10,453.21	7,900.00	( 2,553.21)	132.3
01-6100-331 TRAVEL AND TRAINING	.00	990.65	2,000.00	1,009.35	49.5
01-6100-351 OFFICE EQUIP & MAINT	.00	1,568.22	2,000.00	431.78	78.4
01-6100-371 FUEL	241.32	23,914.05	20,000.00	( 3,914.05)	119.6
01-6100-492 IPRF SAFETY GRANT	1,237.81	1,237.81	.00	( 1,237.81)	.0
01-6100-511 INSURANCE EXPENSE	11,052.00	42,240.13	31,500.00	( 10,740.13)	134.1
01-6100-522 FEES/PERMITS	.00	1,048.14	2,000.00	951.86	52.4
01-6100-525 TECHNOLOGY UPGRADES	.00	212.36	.00	( 212.36)	.0
01-6100-591 MISC EXPENSE	188.31	4,972.72	500.00	( 4,472.72)	994.5
01-6100-611 PRINCIPAL PAYMENTS	.00	39,926.53	39,927.00	.47	100.0
01-6100-621 INTEREST EXPENSE	.00	11,201.27	11,201.00	( .27)	100.0
01-6100-811 CAP OUTLAY: CONSTRUCT	14,102.60	18,343.45	34,000.00	15,656.55	54.0
01-6100-812 CAP OUTLAY: EQUIP & FURN	.00	14,803.04	19,000.00	4,196.96	77.9
<b>TOTAL PUBLIC WORKS</b>	<b>67,632.16</b>	<b>680,920.41</b>	<b>698,278.00</b>	<b>17,357.59</b>	<b>97.5</b>

TOWN OF CORTLAND  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 12 MONTHS ENDING APRIL 30, 2023

DRAFT

Item 1.

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>POLICE DEPARTMENT</u>					
01-6200-114 SALARIES - REGULAR	34,858.00	459,221.31	418,000.00	( 41,221.31)	109.9
01-6200-115 SALARIES - SPECIAL ASSIGNMENT	1,295.46	18,606.92	25,000.00	6,393.08	74.4
01-6200-116 SALARIES - OVERTIME	.00	7,042.58	5,000.00	( 2,042.58)	140.9
01-6200-119 SALARIES - CLERICAL	1,482.00	14,116.89	18,500.00	4,383.11	76.3
01-6200-131 EMPLOYEE HEALTH INS	5,613.04	69,160.84	80,000.00	10,839.16	86.5
01-6200-133 IMRF CONTRIBUTION	3,087.46	41,844.71	38,000.00	( 3,844.71)	110.1
01-6200-193 PAYROLL TAXES	2,747.19	36,112.40	37,500.00	1,387.60	96.3
01-6200-198 UNIFORMS	.00	2,629.07	5,000.00	2,370.93	52.6
01-6200-199 UNIFORM ALLOWANCE	635.63	3,065.69	7,500.00	4,434.31	40.9
01-6200-211 LEGAL EXPENSE	131.25	262.50	1,000.00	737.50	26.3
01-6200-212 ADJUDICATION	.00	700.00	5,000.00	4,300.00	14.0
01-6200-240 EQUIPMENT PURCHASES & MAINT	4,458.76	10,950.53	14,500.00	3,549.47	75.5
01-6200-241 VEHICLE MAINTENANCE	57.00	10,269.39	15,000.00	4,730.61	68.5
01-6200-242 M&O: OFFICE	314.00	1,837.79	500.00	( 1,337.79)	367.6
01-6200-261 TELECOMMUNICATIONS SERVICE	.00	63,980.00	64,000.00	20.00	100.0
01-6200-312 OFFICE SUPPLIES	68.61	1,671.17	1,000.00	( 671.17)	167.1
01-6200-313 POSTAGE	.00	191.67	125.00	( 66.67)	153.3
01-6200-314 TELEPHONE	1,129.45	14,644.75	21,500.00	6,855.25	68.1
01-6200-315 COPIES & PRINTING	253.15	1,104.21	1,000.00	( 104.21)	110.4
01-6200-316 UTILITIES	488.27	2,517.04	1,620.00	( 897.04)	155.4
01-6200-317 BUSINESS FORMS EXPENSE	80.00	80.00	.00	( 80.00)	.0
01-6200-321 DUES & SUBSCRIPTIONS	63.33	19,466.10	12,000.00	( 7,466.10)	162.2
01-6200-331 TRAVEL & TRAINING	50.00	7,440.52	7,500.00	59.48	99.2
01-6200-351 OFFICE EQUIP & MAINT	74.16	2,244.63	6,000.00	3,755.37	37.4
01-6200-361 DUI PREVENTION EQUIP	.00	.00	3,000.00	3,000.00	.0
01-6200-371 GAS & PETROLEUM	1,312.14	19,783.03	16,000.00	( 3,783.03)	123.6
01-6200-421 COMMUNITY PROGRAMS	.00	570.48	1,000.00	429.52	57.1
01-6200-492 IPRF SAFETY GRANT	.00	1,086.71	.00	( 1,086.71)	.0
01-6200-511 INSURANCE EXP	14,096.00	38,864.80	22,500.00	( 16,364.80)	172.7
01-6200-550 TECHNOLOGY UPGRADES	.00	24.00	5,000.00	4,976.00	.5
01-6200-591 MISC EXPENSE	.00	1,928.79	3,000.00	1,071.21	64.3
01-6200-812 CAP OUTLAY: EQUIP/FURN	.00	8,980.94	21,000.00	12,019.06	42.8
01-6200-813 CAPITAL OUTLAY-BUILDING	.00	740.00	.00	( 740.00)	.0
<b>TOTAL POLICE DEPARTMENT</b>	<b>72,294.90</b>	<b>861,139.46</b>	<b>856,745.00</b>	<b>( 4,394.46)</b>	<b>100.5</b>

TOWN OF CORTLAND  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 12 MONTHS ENDING APRIL 30, 2023

DRAFT

Item 1.

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ENGINEERING &amp; ZONING</u>					
01-6300-118 SALARIES - CODE OFFICIAL	1,838.23	30,068.99	75,000.00	44,931.01	40.1
01-6300-120 SALARIES - ENGINEER	8,715.38	113,236.48	113,300.00	63.52	99.9
01-6300-131 EMPLOYEE HEALTH/LIFE	15.42	200.46	10,000.00	9,799.54	2.0
01-6300-133 EMPLOYER IMRF	763.46	10,052.75	17,500.00	7,447.25	57.4
01-6300-193 PAYROLL TAXES	807.36	10,963.04	18,500.00	7,536.96	59.3
01-6300-211 ENGINEERING: NON-REIMBURSABLE	4,731.00	10,108.71	2,500.00	( 7,608.71)	404.4
01-6300-213 PLANNING/ZONING/BUILDING	.00	.00	1,500.00	1,500.00	.0
01-6300-241 VEHICLE & EQUIPMENT MAINT.	.00	2,265.51	3,000.00	734.49	75.5
01-6300-312 OFFICE SUPPLIES	.00	6.49	.00	( 6.49)	.0
01-6300-314 TELEPHONE	178.79	2,152.04	.00	( 2,152.04)	.0
01-6300-315 COPIES & PRINTING	.00	533.75	.00	( 533.75)	.0
01-6300-321 DUES & SUBSCRIPTIONS	.00	409.00	1,000.00	591.00	40.9
01-6300-331 CONFERENCE AND TRAINING	.00	2,166.72	3,000.00	833.28	72.2
01-6300-351 OFFICE EXPENSE	.00	3,189.27	.00	( 3,189.27)	.0
01-6300-371 GASOLINE	214.41	2,328.70	2,500.00	171.30	93.2
01-6300-511 INSURANCE EXP	39.00	614.67	700.00	85.33	87.8
TOTAL ENGINEERING & ZONING	17,303.05	188,296.58	248,500.00	60,203.42	75.8
<u>CEMETERY</u>					
01-6700-321 CEMETERY EXPENSES	.00	12.00	.00	( 12.00)	.0
TOTAL CEMETERY	.00	12.00	.00	( 12.00)	.0
TOTAL FUND EXPENDITURES	224,612.13	2,326,501.43	2,375,923.00	49,421.57	97.9
NET REVENUE OVER EXPENDITURES	( 90,855.76)	106,304.17	174,686.00	68,381.83	60.9

TOWN OF CORTLAND  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 12 MONTHS ENDING APRIL 30, 2023

**DRAFT**

Item 1.

MOTOR FUEL TAX FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MOTOR FUEL TAX REVENUES</u>					
02-4011 MFT APPROPRIATION	13,678.35	162,162.53	175,000.00	12,837.47	92.7
TOTAL MOTOR FUEL TAX REVENUES	13,678.35	162,162.53	175,000.00	12,837.47	92.7
<u>REBUILD ILLINOIS</u>					
02-4050 REBUILD ILLINOIS	.00	46,901.63	46,901.63	.00	100.0
TOTAL REBUILD ILLINOIS	.00	46,901.63	46,901.63	.00	100.0
<u>INTEREST ON INVESTMENT</u>					
02-8011 INTEREST ON INVESTMENT	2,691.07	18,036.19	500.00	( 17,536.19)	3607.2
TOTAL INTEREST ON INVESTMENT	2,691.07	18,036.19	500.00	( 17,536.19)	3607.2
TOTAL FUND REVENUE	16,369.42	227,100.35	222,401.63	( 4,698.72)	102.1

TOWN OF CORTLAND  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 12 MONTHS ENDING APRIL 30, 2023

**DRAFT**

Item 1.

MOTOR FUEL TAX FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MOTOR FUEL EXPENSES</u>					
02-6400-370 GENERAL MAINTENANCE	.00	.00	365,000.00	365,000.00	.0
TOTAL MOTOR FUEL EXPENSES	.00	.00	365,000.00	365,000.00	.0
TOTAL FUND EXPENDITURES	.00	.00	365,000.00	365,000.00	.0
NET REVENUE OVER EXPENDITURES	16,369.42	227,100.35	( 142,598.37)	( 369,698.72)	159.3

TOWN OF CORTLAND  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 12 MONTHS ENDING APRIL 30, 2023

**DRAFT**

Item 1.

CAPITAL IMPROVEMENT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>ELECTRICITY</u>					
03-4011	UTILITY TAX - ELECTRICITY	7,145.30	85,171.53	95,000.00	9,828.47	89.7
	TOTAL ELECTRICITY	7,145.30	85,171.53	95,000.00	9,828.47	89.7
	<u>GAS</u>					
03-4021	UTILITY TAX - GAS	8,483.20	93,369.05	45,000.00	( 48,369.05)	207.5
	TOTAL GAS	8,483.20	93,369.05	45,000.00	( 48,369.05)	207.5
	<u>TELEPHONE</u>					
03-4031	SIMPLIFIED TELECOMM TAX (UT)	3,824.73	19,952.36	30,000.00	10,047.64	66.5
	TOTAL TELEPHONE	3,824.73	19,952.36	30,000.00	10,047.64	66.5
	<u>SALES TAX</u>					
03-4041	NON HOME RULE SALES TAX	16,634.61	191,216.68	375,000.00	183,783.32	51.0
	TOTAL SALES TAX	16,634.61	191,216.68	375,000.00	183,783.32	51.0
	<u>MISCELLANEOUS REVENUE</u>					
03-4991	MISCELLANEOUS INCOME	.00	250.00	.00	( 250.00)	.0
	TOTAL MISCELLANEOUS REVENUE	.00	250.00	.00	( 250.00)	.0
	<u>INTEREST ON INVESTMENTS</u>					
03-8011	INTEREST ON INVESTMENTS	4,038.76	20,617.09	400.00	( 20,217.09)	5154.3
	TOTAL INTEREST ON INVESTMENTS	4,038.76	20,617.09	400.00	( 20,217.09)	5154.3
	<u>SOURCE 820</u>					
03-8201	SALE OF PROPERTY	.00	428,259.00	.00	( 428,259.00)	.0
	TOTAL SOURCE 820	.00	428,259.00	.00	( 428,259.00)	.0

TOWN OF CORTLAND  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 12 MONTHS ENDING APRIL 30, 2023

**DRAFT**

Item 1.

CAPITAL IMPROVEMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>FUNDS FOR GRADE CROSSINGS</u>					
03-8301 GRANTS FUNDS	.00	.00	935,000.00	935,000.00	.0
TOTAL FUNDS FOR GRADE CROSSINGS	.00	.00	935,000.00	935,000.00	.0
TOTAL FUND REVENUE	40,126.60	838,835.71	1,480,400.00	641,564.29	56.7

TOWN OF CORTLAND  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 12 MONTHS ENDING APRIL 30, 2023

DRAFT

Item 1.

CAPITAL IMPROVEMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CAPITAL IMPR EXPENSES</u>					
03-6500-421 COMMUNITY PROGRAMS	.00	.00	15,000.00	15,000.00	.0
03-6500-450 LAND AQUISITION	.00	11,760.00	12,000.00	240.00	98.0
03-6500-726 DONATIONS- COMMUNITY AGENCIES	2,000.00	5,000.00	5,000.00	.00	100.0
03-6500-824 STREET IMPROVEMENT	.00	.00	800,000.00	800,000.00	.0
03-6500-837 EMERGENCY PREPAREDNESS	.00	1,118.46	.00	( 1,118.46)	.0
03-6500-840 HOLIDAY DECORATIONS	.00	5,463.03	.00	( 5,463.03)	.0
03-6500-842 SIDEWALKS, NEW CONSTRUCTION	.00	2,592.38	12,000.00	9,407.62	21.6
03-6500-846 SPLASH PAD	39,173.70	39,173.70	135,000.00	95,826.30	29.0
03-6500-910 TRANSFERS TO OTHER FUNDS	.00	26,654.64	26,654.64	.00	100.0
03-6500-912 LOAN PAYMENTS	.00	.00	51,128.00	51,128.00	.0
03-6500-913 CAPITAL PURCHASE TRANSFERS	.00	.00	92,100.00	92,100.00	.0
TOTAL CAPITAL IMPR EXPENSES	41,173.70	91,762.21	1,148,882.64	1,057,120.43	8.0
TOTAL FUND EXPENDITURES	41,173.70	91,762.21	1,148,882.64	1,057,120.43	8.0
NET REVENUE OVER EXPENDITURES	( 1,047.10)	747,073.50	331,517.36	( 415,556.14)	225.4



TOWN OF CORTLAND  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 12 MONTHS ENDING APRIL 30, 2023

**DRAFT**

Item 1.

SEWER SYSTEM FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>SERVICE FEES</u>					
06-4010	CONNECTION FEES	3,000.00	16,000.00	.00	( 16,000.00)	.0
06-4011	SERVICE FEES	139,479.71	556,828.73	543,000.00	( 13,828.73)	102.6
	TOTAL SERVICE FEES	142,479.71	572,828.73	543,000.00	( 29,828.73)	105.5
	<u>LATE CHARGES</u>					
06-4021	LATE CHARGES	.00	28,178.27	30,000.00	1,821.73	93.9
	TOTAL LATE CHARGES	.00	28,178.27	30,000.00	1,821.73	93.9
	<u>BAD CHECK CHARGES</u>					
06-4041	BAD CHECK CHARGES	.00	( 15.00)	50.00	65.00	( 30.0)
	TOTAL BAD CHECK CHARGES	.00	( 15.00)	50.00	65.00	( 30.0)
	<u>PERMITS</u>					
06-4051	PERMITS	10,500.00	80,500.00	25,000.00	( 55,500.00)	322.0
	TOTAL PERMITS	10,500.00	80,500.00	25,000.00	( 55,500.00)	322.0
	<u>INTEREST ON INVESTMENT</u>					
06-8011	INTEREST ON INVESTMENT	8,912.33	59,992.93	1,000.00	( 58,992.93)	5999.3
	TOTAL INTEREST ON INVESTMENT	8,912.33	59,992.93	1,000.00	( 58,992.93)	5999.3
	<u>GRANTS</u>					
06-8300	GRANT REVENUE	.00	1,746.00	.00	( 1,746.00)	.0
	TOTAL GRANTS	.00	1,746.00	.00	( 1,746.00)	.0
	<u>LEASE INCOME</u>					
06-8801	LEASE INCOME	.00	44,026.20	10,725.00	( 33,301.20)	410.5
	TOTAL LEASE INCOME	.00	44,026.20	10,725.00	( 33,301.20)	410.5
	TOTAL FUND REVENUE	161,892.04	787,257.13	609,775.00	( 177,482.13)	129.1

TOWN OF CORTLAND  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 12 MONTHS ENDING APRIL 30, 2023

DRAFT

Item 1.

SEWER SYSTEM FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>SEWER SYSTEM EXPENSES</u>					
06-7300-118 SALARIES: MAINT WORKERS	6,109.36	79,870.88	75,000.00	( 4,870.88)	106.5
06-7300-131 EMPLOYEE HEALTH INSURANCE	857.14	10,423.34	12,200.00	1,776.66	85.4
06-7300-133 IMRF CONTRIBUTION	535.18	7,090.03	6,800.00	( 290.03)	104.3
06-7300-193 PAYROLL TAXES	467.37	6,110.14	5,700.00	( 410.14)	107.2
06-7300-198 UNIFORMS	89.97	510.82	600.00	89.18	85.1
06-7300-211 LEGAL/COLLECTION EXPENSE	.00	240.62	5,000.00	4,759.38	4.8
06-7300-212 ENGINEERING EXPENSE	.00	.00	2,500.00	2,500.00	.0
06-7300-213 OTHER CONSULTING FEES	1,337.45	14,711.95	16,000.00	1,288.05	92.0
06-7300-214 AUDIT FEES	.00	4,000.00	4,000.00	.00	100.0
06-7300-218 EQUIPMENT	.00	368.14	3,000.00	2,631.86	12.3
06-7300-221 UTILITIES	11,501.13	74,654.23	110,000.00	35,345.77	67.9
06-7300-241 M&O: VEH & EQUIP	89.79	2,437.24	3,000.00	562.76	81.2
06-7300-243 M&O: SEWER PLANT	481.70	23,336.72	40,000.00	16,663.28	58.3
06-7300-311 OFFICE EXPENSE	2,492.35	9,087.26	6,500.00	( 2,587.26)	139.8
06-7300-312 ANNUAL PERMIT FEES	3,000.00	13,500.00	11,000.00	( 2,500.00)	122.7
06-7300-313 TRAINING	.00	1,348.53	2,000.00	651.47	67.4
06-7300-314 TELEPHONE	309.55	3,203.61	5,000.00	1,796.39	64.1
06-7300-345 WASTEWATER TESTING	2,555.50	15,442.67	17,500.00	2,057.33	88.2
06-7300-371 GAS & PETROLEUM	151.50	8,366.82	2,200.00	( 6,166.82)	380.3
06-7300-491 GRANT EXPENSE	.00	.00	3,500.00	3,500.00	.0
06-7300-492 IPRF SAFETY GRANT	534.43	1,189.43	.00	( 1,189.43)	.0
06-7300-511 INSURANCE EXPENSE	1,789.00	6,037.27	4,100.00	( 1,937.27)	147.3
06-7300-591 MISC EXPENSES	.00	199.52	500.00	300.48	39.9
06-7300-611 DEBT SERVICE PRINCIPAL	.00	48,171.59	47,255.16	( 916.43)	101.9
06-7300-621 INTEREST EXPENSE	.00	12,775.19	13,691.62	916.43	93.3
06-7300-811 CAP OUTLAY: CONSTRUCT	2,540.20	18,666.08	15,000.00	( 3,666.08)	124.4
06-7300-812 CAP OUTLAY: EQUIPMENT	.00	8,884.15	58,500.00	49,615.85	15.2
06-7300-826 FACILITY PLAN	.00	.00	40,000.00	40,000.00	.0
<b>TOTAL SEWER SYSTEM EXPENSES</b>	<b>34,841.62</b>	<b>370,626.23</b>	<b>510,546.78</b>	<b>139,920.55</b>	<b>72.6</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>34,841.62</b>	<b>370,626.23</b>	<b>510,546.78</b>	<b>139,920.55</b>	<b>72.6</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>127,050.42</b>	<b>416,630.90</b>	<b>99,228.22</b>	<b>( 317,402.68)</b>	<b>419.9</b>

TOWN OF CORTLAND  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 12 MONTHS ENDING APRIL 30, 2023

**DRAFT**

Item 1.

WATER SYSTEM FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>SERVICE FEES</u>					
07-4011	SERVICE FEES	128,501.94	516,098.59	530,000.00	13,901.41	97.4
	TOTAL SERVICE FEES	128,501.94	516,098.59	530,000.00	13,901.41	97.4
	<u>LATE CHARGES</u>					
07-4021	LATE CHARGES	.00	2,126.42	1,000.00	( 1,126.42)	212.6
	TOTAL LATE CHARGES	.00	2,126.42	1,000.00	( 1,126.42)	212.6
	<u>BAD CHECK CHARGES</u>					
07-4041	BAD CHECK CHARGES	.00	150.00	50.00	( 100.00)	300.0
	TOTAL BAD CHECK CHARGES	.00	150.00	50.00	( 100.00)	300.0
	<u>PERMITS</u>					
07-4051	PERMITS	11,400.00	92,300.00	30,000.00	( 62,300.00)	307.7
	TOTAL PERMITS	11,400.00	92,300.00	30,000.00	( 62,300.00)	307.7
	<u>METER SALES</u>					
07-4301	METER SALES	.00	3,650.00	5,100.00	1,450.00	71.6
	TOTAL METER SALES	.00	3,650.00	5,100.00	1,450.00	71.6
	<u>MISCELLANEOUS REVENUE</u>					
07-4991	MISC INCOME	500.00	2,262.00	1,500.00	( 762.00)	150.8
	TOTAL MISCELLANEOUS REVENUE	500.00	2,262.00	1,500.00	( 762.00)	150.8
	<u>INTEREST ON INVESTMENT</u>					
07-8011	INTEREST ON INVESTMENT	4,390.72	32,402.67	500.00	( 31,902.67)	6480.5
	TOTAL INTEREST ON INVESTMENT	4,390.72	32,402.67	500.00	( 31,902.67)	6480.5

TOWN OF CORTLAND  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 12 MONTHS ENDING APRIL 30, 2023

DRAFT

Item 1.

WATER SYSTEM FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LEASE INCOME</u>					
07-8801 LEASE INCOME	.00	3,720.00	3,720.00	.00	100.0
TOTAL LEASE INCOME	.00	3,720.00	3,720.00	.00	100.0
TOTAL FUND REVENUE	144,792.66	652,709.68	571,870.00	( 80,839.68)	114.1

TOWN OF CORTLAND  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 12 MONTHS ENDING APRIL 30, 2023

DRAFT

Item 1.

WATER SYSTEM FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>WATER SYSTEM EXPENSES</u>					
07-7400-118 SALARIES: MAINT WORKERS	9,164.05	119,806.51	111,000.00	( 8,806.51)	107.9
07-7400-131 EMPLOYEE HEALTH INSURANCE	1,285.74	15,635.06	18,330.00	2,694.94	85.3
07-7400-133 IMRF CONTRIBUTION	802.77	10,635.03	10,000.00	( 635.03)	106.4
07-7400-193 PAYROLL TAXES	701.03	9,165.04	8,400.00	( 765.04)	109.1
07-7400-198 UNIFORMS	.00	479.12	600.00	120.88	79.9
07-7400-211 LEGAL/COLLECTION EXP	2,342.50	2,583.13	.00	( 2,583.13)	.0
07-7400-212 ENGINEERING EXPENSE	.00	.00	2,500.00	2,500.00	.0
07-7400-213 OTHER CONSULTING FEES	2,006.17	22,067.87	24,000.00	1,932.13	92.0
07-7400-214 AUDIT FEES	.00	4,000.00	4,000.00	.00	100.0
07-7400-221 UTILITIES	12,203.18	63,251.63	82,000.00	18,748.37	77.1
07-7400-222 RADIUM REMOVAL PROCESSING	9,146.89	105,636.36	105,000.00	( 636.36)	100.6
07-7400-241 M&O: VEH & EQUIP	.00	4,809.56	5,000.00	190.44	96.2
07-7400-243 M&O: WELL SYSTEM	3,552.00	22,656.41	30,000.00	7,343.59	75.5
07-7400-311 OFFICE EXPENSE	202.02	10,146.49	11,000.00	853.51	92.2
07-7400-314 TELEPHONE	298.28	3,069.68	5,000.00	1,930.32	61.4
07-7400-331 TRAVEL & TRAINING	.00	885.50	2,000.00	1,114.50	44.3
07-7400-341 METER PURCHASES & SUPPLIES	.00	15,281.19	15,000.00	( 281.19)	101.9
07-7400-343 CONNECTION EXP	.00	920.35	5,000.00	4,079.65	18.4
07-7400-344 ACCESS SUPPLY PURCH	.00	1,850.00	.00	( 1,850.00)	.0
07-7400-345 CHEMICALS & TESTING	2,578.68	18,003.46	20,000.00	1,996.54	90.0
07-7400-346 TOOLS	.00	1,190.60	1,250.00	59.40	95.3
07-7400-371 GAS & PETROLEUM	353.50	6,628.66	6,000.00	( 628.66)	110.5
07-7400-492 IPRF SAFETY GRANT	536.94	536.94	.00	( 536.94)	.0
07-7400-511 INSURANCE EXPENSE	3,513.00	10,762.80	6,800.00	( 3,962.80)	158.3
07-7400-811 CAP OUTLAY: CONSTRUCT	10,059.45	23,139.31	65,000.00	41,860.69	35.6
07-7400-812 CAP OUTLAY: EQUIPMENT	.00	15,216.60	65,500.00	50,283.40	23.2
<b>TOTAL WATER SYSTEM EXPENSES</b>	<b>58,746.20</b>	<b>488,357.30</b>	<b>603,380.00</b>	<b>115,022.70</b>	<b>80.9</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>58,746.20</b>	<b>488,357.30</b>	<b>603,380.00</b>	<b>115,022.70</b>	<b>80.9</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>86,046.46</b>	<b>164,352.38</b>	<b>( 31,510.00)</b>	<b>( 195,862.38)</b>	<b>521.6</b>

TOWN OF CORTLAND  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 12 MONTHS ENDING APRIL 30, 2023

**DRAFT**

Item 1.

FESTIVAL & PARADE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>DONATIONS</u>					
09-4961	DONATIONS	.00	7,050.00	5,000.00	( 2,050.00)	141.0
	TOTAL DONATIONS	.00	7,050.00	5,000.00	( 2,050.00)	141.0
	<u>FUNDRAISERS</u>					
09-4972	FESTIVAL RECEIPTS	.00	13,788.25	22,000.00	8,211.75	62.7
	TOTAL FUNDRAISERS	.00	13,788.25	22,000.00	8,211.75	62.7
	<u>INTEREST</u>					
09-8011	INTEREST ON INVESTMENT	10.26	83.05	.00	( 83.05)	.0
	TOTAL INTEREST	10.26	83.05	.00	( 83.05)	.0
	<u>ALLOTMENT FROM GF</u>					
09-8192	FESTIVAL/PARADE TRANSFER	.00	10,000.00	10,000.00	.00	100.0
	TOTAL ALLOTMENT FROM GF	.00	10,000.00	10,000.00	.00	100.0
	TOTAL FUND REVENUE	10.26	30,921.30	37,000.00	6,078.70	83.6

TOWN OF CORTLAND  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 12 MONTHS ENDING APRIL 30, 2023

DRAFT

Item 1.

FESTIVAL & PARADE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
		_____	_____	_____	_____	_____
	FESTIVAL & PARADE EXPENSES					
	_____					
09-7700-218	CONTRACTED GROUPS/EVENTS/LABOR	.00	21,724.94	20,000.00	( 1,724.94)	108.6
09-7700-241	RENTALS	.00	3,733.00	6,000.00	2,267.00	62.2
09-7700-312	SUPPLIES	.00	4,691.41	4,000.00	( 691.41)	117.3
09-7700-313	POSTAGE	.00	.00	100.00	100.00	.0
09-7700-315	COPIES, PRINTING & ADVERTISING	.00	1,567.16	1,000.00	( 567.16)	156.7
09-7700-571	PRIZES & AWARDS	.00	644.33	500.00	( 144.33)	128.9
09-7700-591	MISC EXPENSE	.00	500.00	150.00	( 350.00)	333.3
		_____	_____	_____	_____	_____
	TOTAL FESTIVAL & PARADE EXPENSES	.00	32,860.84	31,750.00	( 1,110.84)	103.5
		_____	_____	_____	_____	_____
	TOTAL FUND EXPENDITURES	.00	32,860.84	31,750.00	( 1,110.84)	103.5
		_____	_____	_____	_____	_____
	NET REVENUE OVER EXPENDITURES	10.26	( 1,939.54)	5,250.00	7,189.54	( 36.9)
		=====	=====	=====	=====	=====

TOWN OF CORTLAND  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 12 MONTHS ENDING APRIL 30, 2023

DRAFT

Item 1.

RESTRICTED ASSETS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DONATIONS</u>					
13-4166 CEMETERY RECEIPTS	.00	.00	2,500.00	2,500.00	.0
13-4167 WASTE COLLECTION AGREEMENT	.00	10,057.50	17,000.00	6,942.50	59.2
TOTAL DONATIONS	.00	10,057.50	19,500.00	9,442.50	51.6
<u>PARK DEVELOPMENT FEES</u>					
13-4170 AIRPORT ROAD FARM RENT	.00	18,229.17	.00	( 18,229.17)	.0
13-4171 PARK LOT DEV FEES - GENERAL	.00	600.00	1,000.00	400.00	60.0
TOTAL PARK DEVELOPMENT FEES	.00	18,829.17	1,000.00	( 17,829.17)	1882.9
<u>CAPITAL CONTRIBUTIONS: TOWN</u>					
13-4201 CAP CONTRIB: PUBLIC WORKS BLDG	1,513.89	8,074.08	.00	( 8,074.08)	.0
13-4202 CAP CONTRIB: POLICE FACILITY	1,208.34	6,444.48	.00	( 6,444.48)	.0
13-4203 CAP CONTRIB: EMERGENCY SIREN	34.71	185.12	.00	( 185.12)	.0
13-4204 CAP CONTRIB: TOWN HALL BLDG	2,188.89	12,024.08	1,000.00	( 11,024.08)	1202.4
13-4205 CAP CONTRIB: SPORTS COMPLEX	1,979.16	10,555.52	.00	( 10,555.52)	.0
13-4206 CAP CONTRIB: CAPITAL EQUIPMENT	.00	2,450.00	.00	( 2,450.00)	.0
TOTAL CAPITAL CONTRIBUTIONS: TOWN	6,924.99	39,733.28	1,000.00	( 38,733.28)	3973.3
<u>INTEREST</u>					
13-8011 INTEREST ON INVESTMENT	5,834.47	42,958.43	1,000.00	( 41,958.43)	4295.8
TOTAL INTEREST	5,834.47	42,958.43	1,000.00	( 41,958.43)	4295.8
<u>TRANSFERS</u>					
13-8101 TRANSFERS FROM OTHER FUNDS	.00	26,654.64	26,654.64	.00	100.0
TOTAL TRANSFERS	.00	26,654.64	26,654.64	.00	100.0
TOTAL FUND REVENUE	12,759.46	138,233.02	49,154.64	( 89,078.38)	281.2



TOWN OF CORTLAND  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 12 MONTHS ENDING APRIL 30, 2023

DRAFT

Item 1.

RESTRICTED ASSETS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>RESTRICTED ASSETS</u>					
13-8000-352 ADMINISTRATIVE FUNDS	.00	14,655.18	.00 (	14,655.18)	.0
13-8000-354 PUNCH LIST/FOLLOW UP ITEMS	.00	2,000.00	.00 (	2,000.00)	.0
13-8000-812 CAP OUTLAY: CAPITAL EQUIPMENT	.00	.00	20,000.00	20,000.00	.0
13-8000-824 CAP O/L: PARK DEV (MCPHILLIPS)	.00	.00	14,000.00	14,000.00	.0
13-8000-839 AIRPORT ROAD PROPERTY TAXES	.00	9,826.20	.00 (	9,826.20)	.0
13-8000-840 AIRPORT ROAD UTILITIES	35.92	230.01	.00 (	230.01)	.0
13-8000-850 STREET REPAIRS	.00	.00	25,000.00	25,000.00	.0
 TOTAL RESTRICTED ASSETS	 35.92	 26,711.39	 59,000.00	 32,288.61	 45.3
  TOTAL FUND EXPENDITURES	  35.92	  26,711.39	  59,000.00	  32,288.61	  45.3
   NET REVENUE OVER EXPENDITURES	   12,723.54	   111,521.63	   ( 9,845.36)	   ( 121,366.99)	   1132.7

TOWN OF CORTLAND  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 12 MONTHS ENDING APRIL 30, 2023

DRAFT

Item 1.

TIF FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>INTEREST INCOME</u>					
14-8010 TIF RE TAX RECEIVED	.00	319,517.68	325,000.00	5,482.32	98.3
14-8011 INTEREST ON INVESTMENT	2,425.24	17,775.72	400.00	( 17,375.72)	4443.9
TOTAL INTEREST INCOME	2,425.24	337,293.40	325,400.00	( 11,893.40)	103.7
TOTAL FUND REVENUE	2,425.24	337,293.40	325,400.00	( 11,893.40)	103.7

TOWN OF CORTLAND  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 12 MONTHS ENDING APRIL 30, 2023

DRAFT

Item 1.

TIF FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>TIF EXPENSES</u>					
14-6600-211	LEGAL EXPENSE	.00	23,587.69	.00	( 23,587.69)	.0
14-6600-212	ADMINISTRATIVE EXPENSE	1,526.85	106,459.82	427,000.00	320,540.18	24.9
	<b>TOTAL TIF EXPENSES</b>	<b>1,526.85</b>	<b>130,047.51</b>	<b>427,000.00</b>	<b>296,952.49</b>	<b>30.5</b>
	<b>TOTAL FUND EXPENDITURES</b>	<b>1,526.85</b>	<b>130,047.51</b>	<b>427,000.00</b>	<b>296,952.49</b>	<b>30.5</b>
	<b>NET REVENUE OVER EXPENDITURES</b>	<b>898.39</b>	<b>207,245.89</b>	<b>( 101,600.00)</b>	<b>( 308,845.89)</b>	<b>204.0</b>

**DRAFT**

General Fund - Streets and Maintenance		
Facility 250 S Halwood		
Loan Date: 12/31/11, Maturity Date: 12/30/20, Loan Amount: \$655,200.00		
Interest Rate: 4.30%, Semi-Annual P&I due 6/30 and 12/31		
Beginning Balance 5/1/2022		\$ 380,744.02
Principal Paid Fiscal Year 2023:		\$ (39,926.52)
Interest Paid Fiscal Year 2023:	\$ 11,201.28	
<b>Current Balance:</b>		<b>\$ 340,817.50</b>
<b>Remaining Debt Schedule</b>		
	<b>Principal</b>	<b>Interest</b>
Fiscal Year Ending 2023	\$ -	\$ -
Fiscal Year Ending 2024	\$ 41,141.97	\$ 9,985.83
Future	\$ 299,675.51	\$ 32,654.99
Total:	<u>\$ 340,817.48</u>	<u>\$ 42,640.82</u>
* rate change 3 year variable		

General Fund - IEPA Loan		
Wastewater Project: L17-5003		
Maturity Date 9/25/2034, Int Rate: 1.93%, Semi-Annual Payments		
Beginning Balance 5/1/2022		\$ 673,912.25
Principal Paid Fiscal Year 2023:		\$ (48,171.59)
Interest Paid Fiscal Year 2023:	\$ 12,775.19	
<b>Current Balance:</b>		<b>\$ 625,740.66</b>
<b>Remaining Debt Schedule</b>		
	<b>Principal</b>	<b>Interest</b>
Fiscal Year Ending 2023	\$ -	\$ -
Fiscal Year Ending 2024	\$ 49,105.78	\$ 11,841.00
Future	\$ 576,634.88	\$ 63,153.76
Total:	<u>\$ 625,740.66</u>	<u>\$ 74,994.76</u>

Restricted Asset Fund Loan		
North Avenue Road Repairs		
Maturity Date 12/31/2024, Int Rate: 2%, Semi-Annual Payments		
Beginning Balance 5/1/2022		\$ 77,238.16
Principal Paid Fiscal Year 2023:		\$ (25,235.43)
Interest Paid Fiscal Year 2023:	\$ 1,419.21	
<b>Current Balance:</b>		<b>\$ 52,002.73</b>
<b>Remaining Debt Schedule</b>		
	<b>Principal</b>	<b>Interest</b>
Fiscal Year Ending 2023	\$ -	\$ -
Fiscal Year Ending 2024	\$ 25,742.65	\$ 911.98
Fiscal Year Ending 2025	\$ 26,260.08	\$ 394.55
Total:	<u>\$ 52,002.73</u>	<u>\$ 1,306.53</u>

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Town of Cortland  
Restricted Assets  
April 30, 2023

		Balance 4/1/2023	Deposits 4/30/2023	Expenditures 4/30/2023	Balance 4/30/2023
<b>Customer Deposits</b>					
13-2010	AP	\$ -	\$ 20.59		\$ 20.59
13-2020	Deferred Revenue	-	-	-	-
13-2301	Occupany Deposits	-	-		-
13-2355	Airport Road Security Deposits	-	-	-	-
<b>Engineering Deposits</b>					
13-2316	DCUSD #428	\$ 51,668.29	\$ -	\$ -	\$ 51,668.29
<b>Land/Cash Contributions</b>					
13-2401	Cortland Fire Protection District	\$ 6,300.00	\$ 900.00	\$ 6,300.00	\$ 900.00
13-2405	Sycamore School District # 427	2,363.69			2,363.69
13-2406	#428 Schools	105,648.75		-	105,648.75
13-2407	Cortland Library	945.00	135.00	945.00	135.00
<b>Storm Sewer Escrow</b>					
13-2411	Neumann Homes Inc	\$ 79,850.65	\$ -	\$ -	\$ 79,850.65
<b>Capital Contributions #428 Schools</b>					
13-2432	DRH Cambridge - Richland Trails	\$ 246,288.85			\$ 246,288.85
<b>Library Building</b>					
13-2452	Library Building	\$ 11,459.36	\$ 1,011.12	\$ -	\$ 12,470.48
<b>Fire Department Building</b>					
13-2461	DRH Cambridge - Richland Trails	\$ 91,144.90	\$ -		\$ 91,144.90
13-2462	Montalbano - Chestnut Grove	14,827.40	1,308.30	-	16,135.70
<b>WasteWater Irrigation Land Acquisition</b>					
13-2501	SSA # 4 Connection Fees	\$ 54,500.00		\$ -	\$ 54,500.00
13-2505	SSA # 8 Connection Fees	-	-	-	-
13-2551	Waste Water Irrigation Land Fee	78,500.00	1,500.00	-	\$ 80,000.00
<b>Cortland Events Committee</b>					
13-2900	Festival Parade	\$ -	\$ -	\$ -	-
13-2350	Road Improvements	\$ 39,815.43	\$ -		\$ 39,815.43
13-2352	Administrative Fund	99,423.32	-	-	99,423.32
13-2354	Punch List Follow Up Items	12,072.46	-	-	12,072.46

Capital Contributions - Town Use (By Purpose)

13-3100	McPhillips Park Improvements	\$ 14,305.60	\$ -	\$ -	\$ 14,305.60
13-4096	Town Services	-	-	-	-
13-4167	Road Improvements - DC Trash Agreement	67,148.36		-	67,148.36
13-4168	Airport Road Property Rent	25,873.86	-	35.92	25,837.94
13-4170	Airport Road Farm Rent	106,953.83		-	106,953.83
13-4161	Parks Improvements	256.00	-	-	256.00
13-4171	Park Development Fees	8,500.00		-	8,500.00
13-4201	Public Works Facility	7,569.45	1,513.89	-	9,083.34
13-4202	Police Facility	6,457.16	1,208.34	-	7,665.50
13-4203	Emergency Siren	2,811.51	34.71	-	2,846.22
13-4204	Town Hall	20,394.45	2,188.89	-	22,583.34
13-4205	Sports Complex	161,645.65	1,979.16	-	163,624.81
13-4206	Capital Improvements	101,209.61	5,834.47	-	107,044.08
13-4206	SCADA - Chestnut Grove	9,520.60	-	-	9,520.60
13-8101	Transfers from Other Funds - Town Loan	64,609.72		-	64,609.72
13-8701	InvestForeclosures (Dep less Ltr of Credit)	-	-	-	-
13-8702	Performance Bond - Nature's Crossing	-	-	-	-
		\$ 597,255.80	\$ 12,759.46	\$ 35.92	\$ 609,979.34

"FUND BAL"	\$ 531,452.11
Reserve for McPhillips	\$ 14,305.60
YTD Revs over Exps	\$ 111,521.63

Fund Equity	\$ 657,279.34	Total Assets	\$ 1,549,717.45
Account Interest	\$ 5,834.47	Total Liabilities & Equity	\$ 1,549,717.45
13-8011			\$ -
* Account Interest posted to Capital Improvements			

**SUMMARY OF INCOME AND EXPENSES FOR THE MONTH OF:**  
**April 30, 2023**

	<b>Beginning Balance</b>	<b>Receipts/ Transfers In</b>	<b>Dividends/ Interest</b>	<b>Expenditures/ Transfers Out</b>	<b>Ending Balance</b>
<b>SSA #1 Special Tax Refunding Bonds 2017</b>					
Bond & Interest Fund	\$ 28,908.86		\$ 98.88		\$ 29,007.74
2017 Reserve Fund	\$ 353,064.43	-	1,208.09		354,272.52
Special Redemption Account	\$ -	-	-	-	-
Special Reserve Fund 2017	\$ 40,000.79	-	136.86		40,137.65
Administrative Expense Fund	\$ 1,491.43		23.03		1,514.46
Total SSA #1 Refunding Bon	<b>\$ 423,465.51</b>	<b>\$ -</b>	<b>\$ 1,466.86</b>	<b>\$ -</b>	<b>\$ 424,932.37</b>
<b>SSA #4-8 (Sheaffer Project)</b>					
Bond & Interest Fund	\$ 0.00	\$ -			\$ 0.00
Special Redemption Account	\$ -	-	-	-	-
Debt Service Reserve Fund	\$ -	-	-		-
Administrative Expense Fund	\$ -		-		-
Total SSA #4-8	<b>\$ 0.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 0.00</b>
<b>SSA #9 (Richland Trails)</b>					
<b>SSA #9</b>					
Bond & Interest Fund	\$ 30,613.95		\$ 118.51		\$ 30,732.46
Reserve Fund	\$ 153,334.26	-	593.56	-	153,927.82
Improvement Fund	\$ -	-	-	-	-
Administrative Expense Fund	\$ 21,576.65		83.52		21,660.17
Total SSA #9	<b>\$ 205,524.86</b>	<b>\$ -</b>	<b>\$ 795.59</b>	<b>\$ -</b>	<b>\$ 206,320.45</b>
Total All SSA	628,990.37	0.00	2,262.45	0.00	631,252.82

**TOWN OF CORTLAND  
DEKALB COUNTY, ILLINOIS**

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**ORDINANCE NO. 2023-\_\_**

**AN ORDINANCE REGARDING CERTAIN VARIATION REQUESTS  
FOR PROPERTY LOCATED AT  
86 S. SOMONAUK ROAD, CORTLAND, ILLINOIS**

---

**ADOPTED BY THE  
PRESIDENT AND BOARD OF TRUSTEES  
OF THE  
TOWN OF CORTLAND  
THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023**

Published in pamphlet form  
by the authority of the President  
and Board of Trustees of the  
Town of Cortland, DeKalb  
County, Illinois this \_\_\_\_  
day of \_\_\_\_\_, 2023.

**ORDINANCE NO. 2023-\_\_**

**AN ORDINANCE REGARDING CERTAIN VARIATIONS REQUESTS FOR  
PROPERTY LOCATED AT 86 S. SOMONAUK ROAD, CORTLAND, ILLINOIS**

**WHEREAS**, the corporate authorities of the Town of Cortland are authorized by the Illinois Municipal Code, 65 ILCS 5/11-13-5, to vary the application of zoning regulations relating to the use, construction, or alteration of buildings or structures or use of land within the Town; and

**WHEREAS**, applicant Amy Aluli has applied for variations from the requirement of Sections 9-3-6, 9-3-13, 9-5-6, 9-5-7, 9-5-3.A.1, 9and -3-13.C.3 of the Cortland Zoning Regulations 1) to allow reduced setback distances from 30 feet to 10 in the front yard and corner side yards of the property; 2) to allow an open to the sky patio in the corner side yard; 3) to modify the number of parking spots required for the property, allowing approval of the site with 10 spots including 1 handicapped spot; 4) to modify the size of the designated parking spaces from 10 feet by 20 feet to 9 feet by 18 feet; and 5) to locate the parking lot within five feet of a structure and within three feet from the south, east, and north property lines in derogation of the requirement of locating not less than 10 feet from a structure and not less than five feet from a lot line; and

**WHEREAS**, the subject property is located in the C-1 Limited Retail Business District; and,

**WHEREAS**, a public hearing was held on May 4, 2023, at 6:00 p.m. before the Town's hearing officer pursuant to proper notice and in compliance with the laws of the State of Illinois and ordinances of the Town of Cortland; and,

**WHEREAS**, the hearing officer has completed his report of the proceedings from said public hearing and has recommended approval of the variations enumerated above for consideration for the Cortland Board of Trustees; and,

**WHEREAS**, the Cortland Board of Trustees accepts and adopts the Report of Hearing Officer concerning the requested variations; and,

**WHEREAS**, the Cortland Board of Trustees finds that the Applicant has met the burden of demonstrating practical difficulties and particular hardship concerning variations from the required regulations.

**NOW THEREFORE, BE IT ORDAINED** by the Corporate Authorities of the Town of Cortland, DeKalb County, Illinois as follows:

**SECTION 1:** That variations from bulk regulations of the C-1 Limited Retail Business District shall hereby be granted to 1) to allow reduced setback distances from 30 feet to 10 in the front yard and corner side yards of the property; 2) to allow an open to the sky patio in the corner side yard; 3) to modify the number of parking spots required for the property, allowing approval of the site with 10 spots including 1 handicapped spot; 4) to modify the size of the designated parking spaces from 10 feet by 20 feet to 9 feet by 18 feet; and 5) to locate the parking lot within five feet of



a structure and within three feet from the south, east, and north property lines in derogation of the requirement of locating not less than 10 feet from a structure and not less than five feet from a lot line. Further, that the Report of Hearing Officer for the public hearing taking place on May 4, 2023, is attached hereto and incorporated herein as Exhibit "A".

**SECTION 2:** That this ordinance shall be in full force and effect from and after its passage and approval as provided by law.

**PASSED BY THIS BOARD OF TRUSTEES** of the Town of Cortland, Illinois, at a regular meeting thereof held on the \_\_\_\_\_ day of May, 2023, and approved by me as Mayor on the same day.

AYES:

NAYS:

ABSENT:

\_\_\_\_\_  
Mark Pietrowski, Mayor

ATTEST:

\_\_\_\_\_  
Cheryl Aldis, Town Clerk



## Town of Cortland, Illinois

### In the matter of: APPLICATION FOR ZONING VARIATIONS

Filed by: Amy L. Aluli

Subject

Property: 86 S. Somonauk Rd., Cortland, Illinois  
PIN: 09-29-207-001

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### REPORT OF HEARING OFFICER

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A Public Hearing on the above described matter took place at:

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

May 4, 2023, at 6:00 p.m.

### **Summary of Variation Requests**

Petitioner Amy Aluli seeks five Zoning Variations for the property at 86 S. Somonauk Road, Cortland, Illinois PIN 09-29-207-001 (the "Property"). The corresponding and relevant Code sections of the Cortland Town Code relating to the requested variations are identified in parenthesis below:

- 1) To reduce setback distances from 30 feet to 10 in the front yard and corner side yards of the property (9-3-6)

- 2) To allow an open to the sky patio in the corner side yard (9-3-13).
- 3) To modify the number of parking spots required for the property, allowing approval of the site with 10 spots including 1 handicapped spot. (9-5-6 and 9-5-7).
- 4) To modify the size of the designated parking spaces from 10 feet by 20 feet to 9 feet by 18 feet. (9-5-3.A.1)
- 5) To locate the parking lot within five feet of a structure and within three feet from the south, east, and north property lines in derogation of the requirement of locating not less than 10 feet from a structure and not less than five feet from a lot line (9-3-13.C.3)

### **Findings of Fact**

Pursuant to Section 9-9-3.B.4 of the Cortland Zoning Ordinance, the Hearing Officer submits the following for consideration of the Town Board of Trustees in determining whether to grant the variations as requested above:

#### Publication of Notice

The Notice of Public Hearing was published in the Daily Chronicle on April 18, 2023. A copy of the certificate of the Publisher is attached. In addition, notice of the public hearing was mailed by first class mail to seven neighboring property owners on April 17, 2023 by Town staff. A copy of the summary of personal mailings is attached.

#### Location of Subject Property; Surrounding Land Uses and Zoning

The staff Advisory Report submitted by Brandy Williams, Zoning Administrator, dated April 27, 2023 is attached and is hereby incorporated into the record of proceedings by reference. The Advisory Report details that the subject property is located at 86 S. Somonauk Road, at the intersection of S. Somonauk Road and E. Chestnut Avenue. Surrounding land use is commercial to the north, residential to the east and south. A municipal parking lot is located across Somonauk Road to the west. The property is zoned C-1, Limited Retail Business. The site was rezoned from R-1 Single Family Residential to C-1 Limited Retail Business District in 2007. The site is vacant land, currently owned by the Town of Cortland pursuant to the demolition of a dilapidated structure on the property in 2015 and the resulting demolition lien, whereby the property was surrendered to the Town as lienholder.

#### Summary of Testimony at Public Hearing

Petitioner Amy Aluli was present at the public hearing, along with her husband, Kapu Aluli. Attorney Jeffrey Meyer also appeared on behalf of petitioner. In response to

questioning from Petitioner's attorney, **Kapu Aluli** testified regarding the variation requests. Mr. Aluli indicated that his engineer, Mohammed Ansari, had prepared a drawing which petitioner submitted as Exhibit #1, attached and incorporated herein. This drawing depicted the proposed site plan and Mr. Aluli indicated that the plan was to construct a restaurant/bar/video gaming establishment on the site. Mr. Aluli stated that several variations were required because of the parcel's small size invoking need to modify the required setbacks, among other issues identified in the five variations requested. He indicated that the site could only accommodate a small parking lot, and testified that parking would be supplemented by on-street parking and a municipal lot across the street which could accommodate patrons of the establishment.

He testified that the business could not be economically viable if the requested variations were not granted. He stated that the building would be too small to accommodate enough patrons, as the kitchen and ADA required bathrooms would take up too much room. A photograph and map depictions of the site were presented, attached and incorporated hereing as Exhibits #2, 3 and 4. Mr. Aluli further testified regarding criteria associated with the standards for variation, and indicated that some of the variation requests were driven by a desire to minimize disruption to the surrounding neighborhood. In that vein, he specifically mentioned the decision to locate the open air patio in the (otherwise unpermitted unless variation is granted) corner side yard on the Chestnut Street frontage, trying to maximize distance from nearby residences. In response to questioning from members of the public attending the public hearing, Mr. Aluli testified that his site plan could only accommodate a limited number of parking lot spots which drove the request for relief from parking minimums, and stated that he believed that future development in the area would allow for angled street parking in addition to current proposed use of the nearby public parking lot. In response to a question regarding why he selected the subject property for his site, Mr. Aluli stated that he deemed this site to be the best option for his business in a downtown location, including the opportunity for access to the premises. Mr. Aluli indicated that he had not performed any noise impact studies regarding operation of the establishment. He stated that he believed that every town has a downtown district, and that this downtown area is where he wanted his business to be located.

Several members of the public testified in opposition to the variation requests at the public hearing.

**Rhonda Richards**, 24 E. Chestnut Ave., Cortland, indicated that she lives in the single-family home on the opposite side of the subject site. She testified that she was extremely upset by the proposal to build a bar/restaurant there, and asserted that the noise would present a significant problem for the residential occupants of the neighborhood. She expressed concern about children playing on the streets near such a business, and objected to the parking variation proposals as she felt that parking would become a significant problem in the area and be disruptive. She indicated that she felt such development was intended for the northern end of the town, and expressed dismay regarding "growth in her backyard." She

stated that she was not against a bar or restaurant coming to town, but did not feel it was appropriate in this location.

**Mauro Fortunato**, 25 E. Chestnut Ave., Cortland, testified in opposition to the requested variation. He felt the space available on the subject site is too small to sustain a viable business and reiterated the previous objector's concerns about parking. He believed that the subject area was not truly intended as a "downtown" area, and expressed his desire that Petitioner seek other spaces to develop the business.

**Marcus Nenia**, 25 E. Maple, Cortland, testified in opposition to the requested variations. He indicated he felt that Petitioner was attempting to fit a square peg into a round hole with this establishment on the subject site. He expressed concern for his children in the neighborhood, and questioned why petitioner selected this lot, which he believed was too small. Mr Nenia stated that the petitioner's apparent need for variances demonstrated that the site is unsuitable for the proposed business. He further expressed concerns over a business model which depended upon public parking in other locations within the Town of Cortland, and felt that this also demonstrated in the inappropriateness of a bar/restaurant at the subject site.

In response, Petitioner's counsel **Jeffrey Meyer** argued that the objections raised at the public hearing seemed to be directed toward the use of the property, which he contended was not relevant to the consideration of the variation requests.

Mr. Meyer noted that a bar/restaurant is a permitted use in the C-1 district. He indicated that if the parking and other variations were not granted, no bar or restaurant could possibly be located on the lot due to the economic viability limitations that Mr. Aluli had testified to. He stated that the variations were necessary to sustain operation of the business which would align with the current zoning of the parcel. Further, he stated that some of the variation requests, such as the location of the open air patio in the corner side yard, were done in an effort to mitigate negative impact on the residential neighborhood. While acknowledging that development of the site might impact the residential character of a portion of the surrounding areas, he argued that commercial zoning had long been approved for the site. Accordingly, Attorney Meyer contended that the ultimate effect of granting the variations would be to bring the subject property into harmony with its current zoning.

Upon the close of the public hearing, Petitioner's Exhibits 1, 2, 3 and 4 as previously detailed were received into the Record of Proceedings and are attached to this Finding of Fact as part of Group Exhibit "A."

#### Variation Standards and Recommendation to Town Board

- a. The proposed variation is consistent with the general purposes of this title.*

The hearing officer finds that the requested variations are consistent with the general purposes of the title in that if granted, the business establishment contemplated will align with current C-1 Limited Retail Business zoning.

- b. Strict application of the district requirements would result in a great practical difficulties or hardship to the applicant, and prevent a reasonable return on the property.*

The hearing officer finds that strict application of district requirements does result in great practical difficulties in developing the subject property in a manner consistent with C-1 zoning, and would prevent a reasonable return on the property.

- c. The proposed variation is the minimum deviation from such requirements that will alleviate the difficulties/hardship, and allow a reasonable return on the property.*

The hearing officer finds that the proposed deviations from the requirements align with and do not unreasonably exceed the minimum deviations necessary to allow a reasonable return on the property.

- d. The plight of the applicant is due to peculiar circumstances not of his own making.*

The hearing officer finds that the plight of the applicant is due to peculiar circumstances relating to the demolition of the previous structure and are not of the applicant's making.

- e. The peculiar circumstances engendering the variation request are not applicable to other property within the district, and therefore, that a variation would be a more appropriate remedy than an amendment (rezoning).*

The hearing officer finds that the peculiar circumstances engendering the variation requests are not applicable to other property within the C-1 Limited Retail Business District, and rather relate to the nature of the subject site, which contains 10,164 square feet of area. Petitioner's efforts to site the business on the subject parcel, and the attendant variation requests as set forth on Exhibit #1 appear to be unique to the subject site and not generally applicable to other property in the district.

- f. The variation, if granted, will not alter the essential character of the area where the premises in question are located nor materially frustrate implementation of this municipality's comprehensive plan.*

The hearing officer finds that the variations, if granted, will have an impact on the current residentially-influenced character of the area, although there is commercial

use present in the neighboring Casey's convenience store. The testimony of the objecting parties nevertheless accurately manifests the nature of potential impact of introducing a bar/restaurant business on the subject site. However, petitioner's correct contention that current zoning permits this use also influences the character of the area, which the Town Board is entitled to take into consideration in determining whether to grant the requested variations. It does not appear that development of the site for bar/restaurant commercial purposes, should the variations be granted, will frustrate implementation of the Town's comprehensive plan.

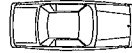
Accordingly, the hearing officer recommends in favor of the requested variations as enumerated above. The Town Board may accept, reject, or modify the hearing officer's recommendation in accordance with Section 9-9-3.6 of the Cortland Town Code

Respectfully submitted,

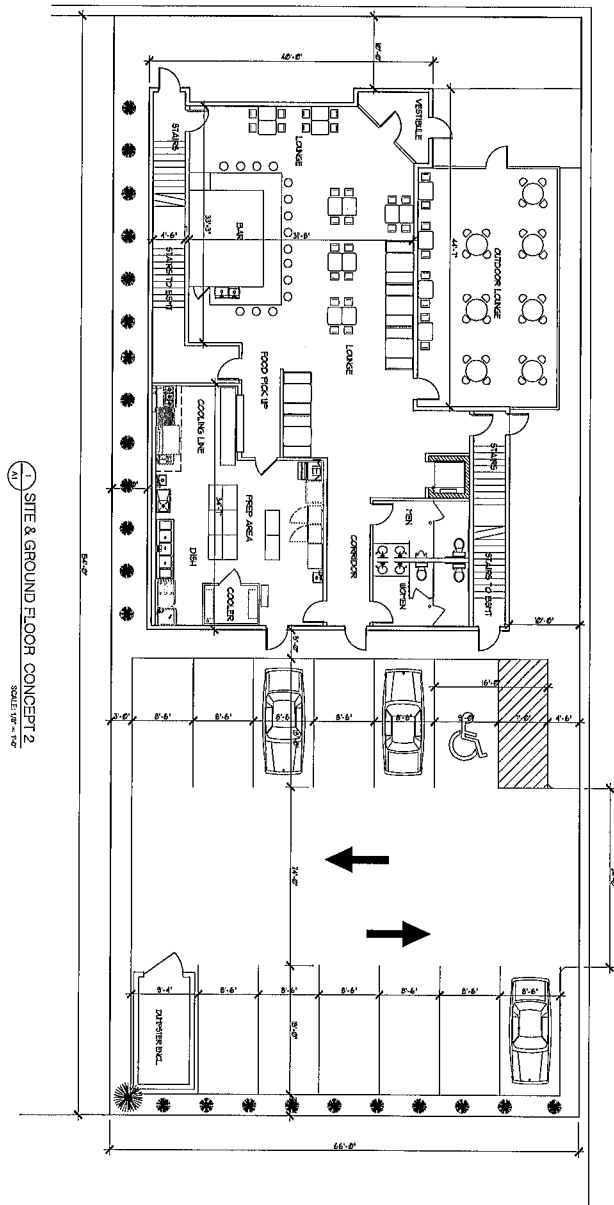
A handwritten signature in black ink, appearing to read 'Kevin E. Buick', written over a horizontal line.

Kevin E. Buick, Hearing Officer

SOMONAUK ST



CHESTNUT STREET



1. SITE & GROUND FLOOR CONCEPT 2  
SCALE: 1/8" = 1'-0"

- SEATING TABULATION:
- DINING ROOM: 66 SEATS
  - BAR: 12 SEATS
  - OUTDOOR DINING: 45
  - TOTAL PATRONS: 123 + 4 STAFF = 127 OCCUPANTS

SHEET		RESTAURANT CONCEPT	
A1		SOMONAUK ST	
		CORTLAND, IL	

ISSUED FOR	
CONCEPT	ARCHITECT



Item 2.

Google Maps

86 S Somonauk Rd

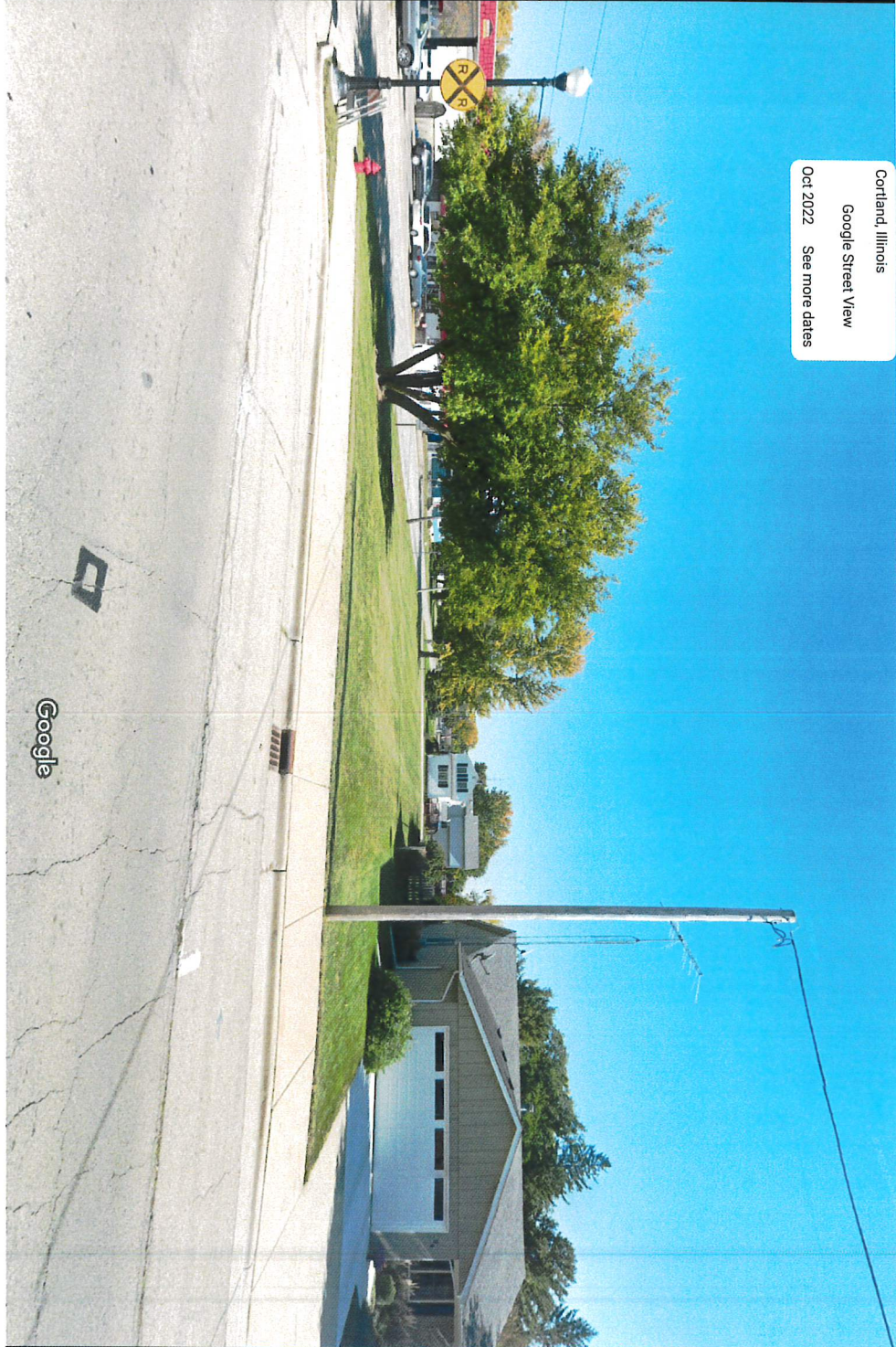
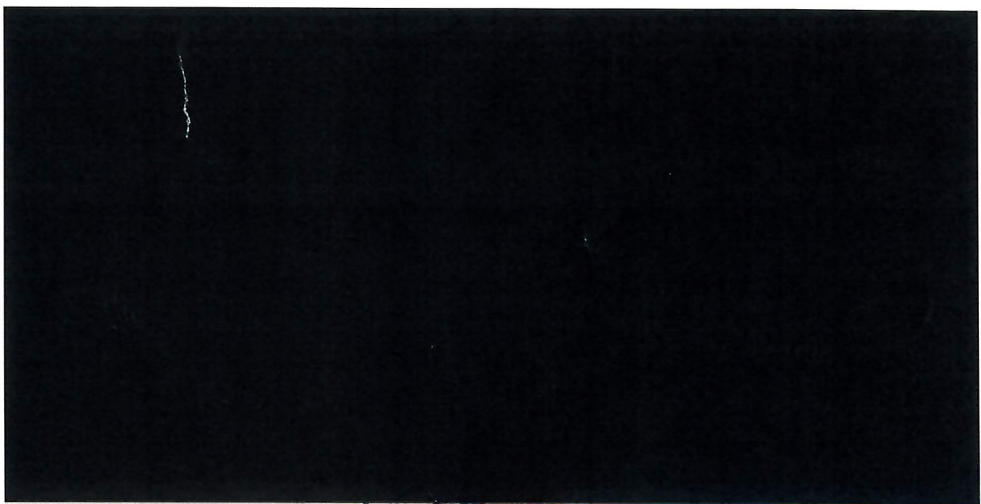


Image capture: Oct 2022 © 2023 Google



86 S Somonauk Rd

All

Street View & 360°

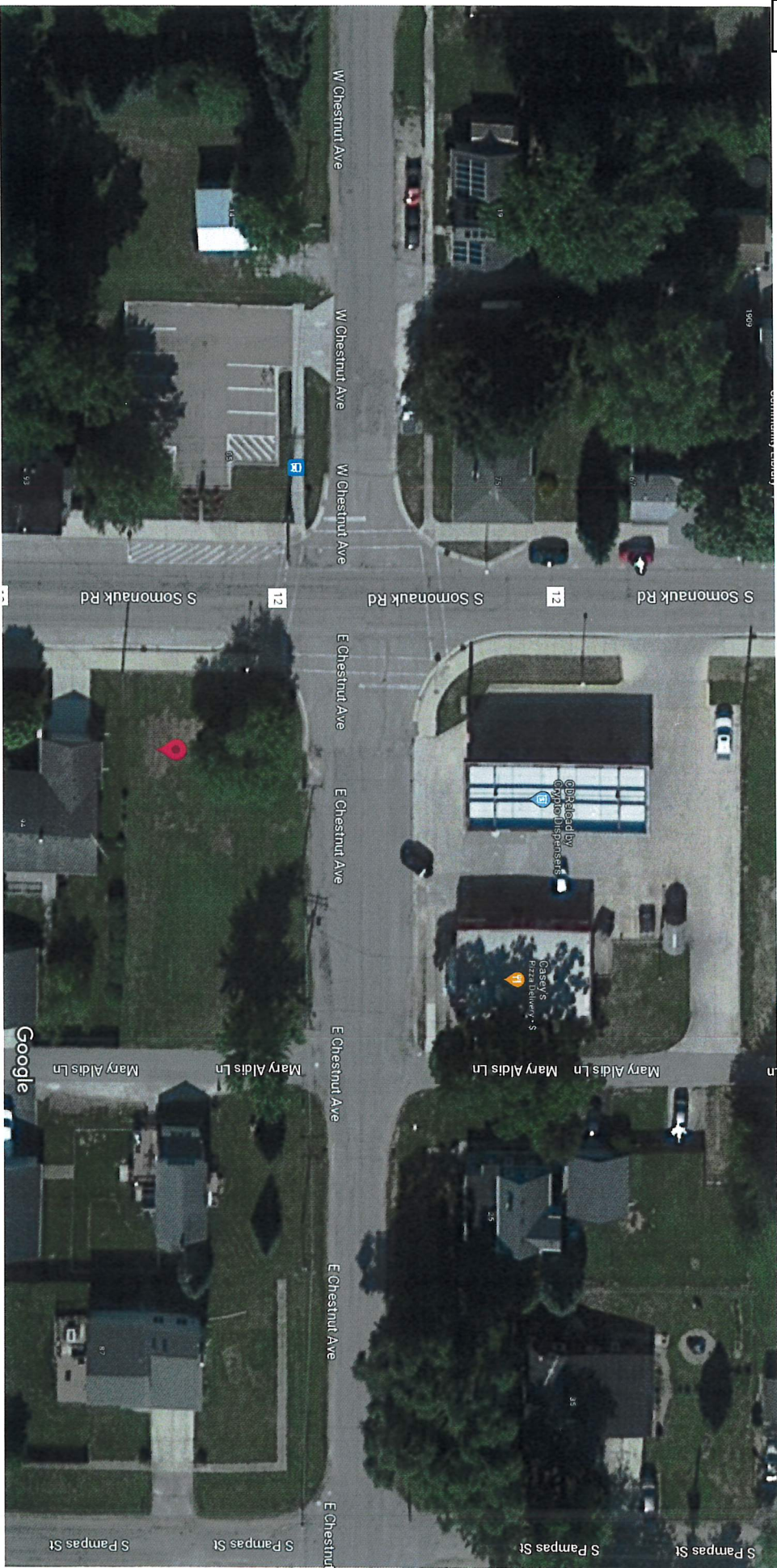
EX "2"



Item 2.

86 S Somonauk Rd

86 S Somonauk Rd - Google Maps



Map data ©2023, Map data ©2023 20 ft

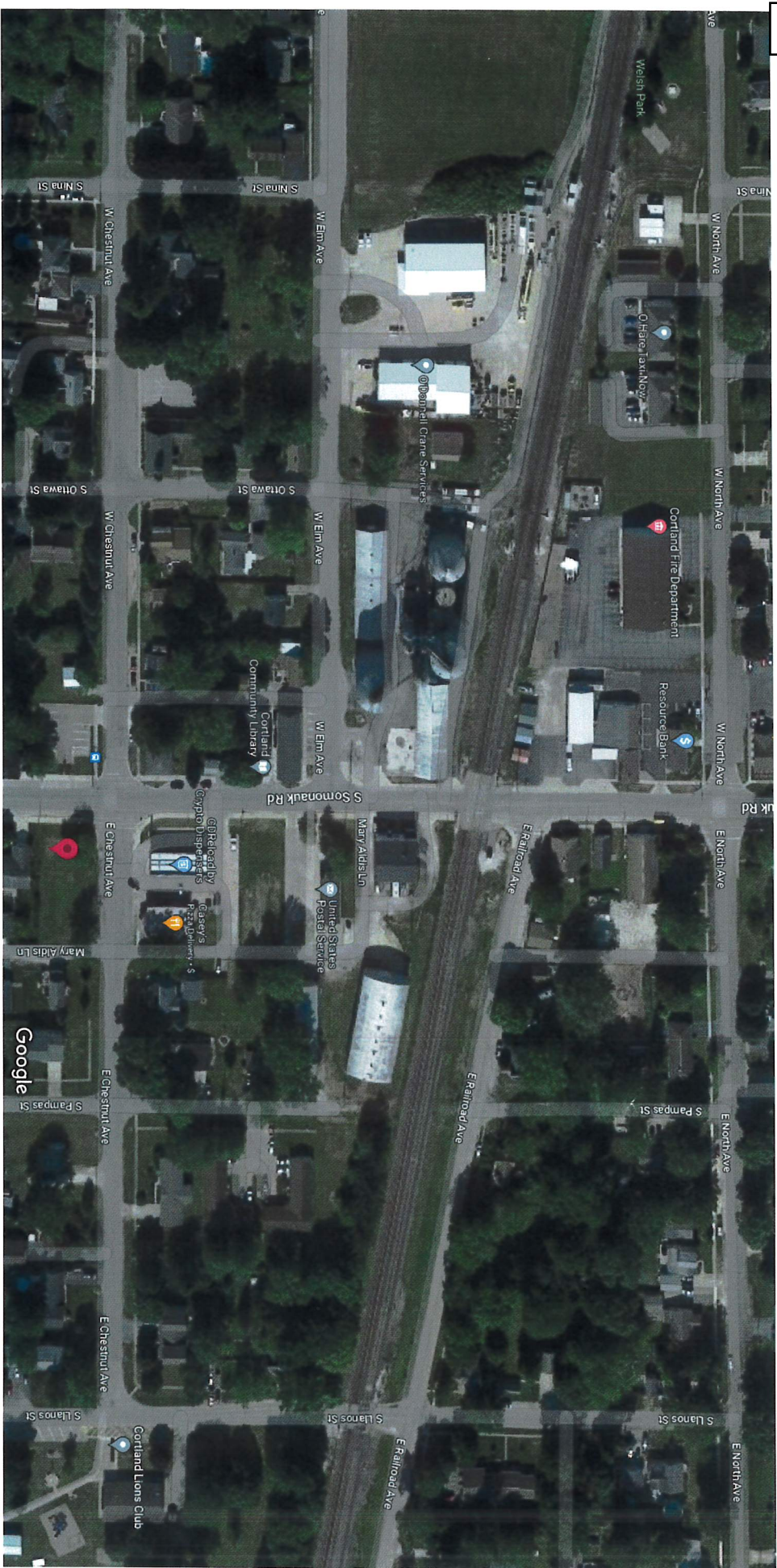


86 S Somonauk Rd

EX'S



Item 2.  
Google Maps  
86 S Somonauk Rd



Imagery ©2023 CNES / Airbus, Maxar Technologies, U.S. Geological Survey, USDA/FPAC/GEO, Map data ©2023 100 ft



Ex 14"

86 S Somonauk Rd

## ADVISORY REPORT

**TO:** Kevin Buick, Hearing Officer

**FROM:** Brandy Williams, Engineer and Zoning Administrator

**DATE:** April 27, 2023

**SUBJECT:** Zoning Variation – 86 South Somonauk Road, Cortland IL 60112  
Public Hearing scheduled for May 4, 2023, 6:00 PM

**APPLICANT:** Amy Aluli  
536 Independence Avenue  
Sycamore, IL 60178

**CONTACT:** Kapu Aluli  
536 Independence Avenue  
Sycamore, IL 60178

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### PROPOSAL

The applicant has filed with the Town of Cortland a request for variation of setback distances in accordance with Title 9, Chapter 3 of the Cortland Town Code regarding the property at 86 South Somonauk Road, Cortland Illinois, PIN 09-29-207-001. Applicant is requesting variations from Section 9-3-6 of the Cortland Zoning Ordinance to allow variation of setback distances from the required 30 feet to 10 feet in both the front yard and corner side yard; from Section 9-3-13 to allow an open to the sky patio in a corner side yard; from Sections 9-5-6 and 9-5-7 required calculations of parking spaces based upon number of employees or square footage of designated use. The applicant is also requesting a variation on the parking area design standards specified in Section 9-5-3 requiring spaces to be 10 feet wide and 20 feet long. The petitioner is requesting 9 foot wide by 18 feet long spaces. The petitioner's application, including Concept Plan, is attached as Exhibit A.

### LOCATION AND DESCRIPTION

The subject property is located at 86 South Somonauk Road at the southeast corner of Somonauk Road and Chestnut Avenue. This property is Lot 1 of Block 10 in the Original Village of Cortland, platted in 1855. The total area is 10,164 sq ft. The subject property is vacant with no structures.

Existing and Surrounding Zoning: The subject property is zoned C-1, Limited Retail Business. The properties to the west and north are zoned C-1, Limited Retail Business. The properties to the south and east are zoned R-1, Single Family Residential.

Existing and Surrounding Land Uses: The properties to the south and east are improved with a building being used as a single-family residence. The property to the west is improved with a parking lot. The property to the north is improved with a building and parking lot being used as a convenience store.

### BACKGROUND

Created in 1855 via a plat in the Original Village of Cortland, the subject property was designed and used for single family residential purposes. In 2007, the Town Board granted a petition to re-classify the property from R-1 Single-Family Residential to C-1 Limited Retail Business District.

Advisory Report – Zoning Variation, 86 South Somonauk Road  
April 27, 2023  
Page 2 of 2

A Demolition Lien was given to the Town of Cortland in 2015. The residential structure was demolished shortly after. The Town of Cortland is the property owner.

Staff has not located any variances that were granted for this property.

#### TECHNICAL REVIEW

Per Section 9-3-6 Bulk Regulations, in district C-1 Limited Retail Business, the front yard setback and corner yard setback are 30 feet.

Sight triangle criteria could be met should the variations be granted.

It is anticipated that if the site is to be developed, additional on-street parking and public sidewalk would be constructed by the developer immediately adjacent on Chestnut Avenue.

There is a municipal parking lot due west of the subject property at the southwest quadrant of the intersection.

The requested parking space design dimensions of 9 feet wide by 18 feet long are within acceptable engineering standards.

The Concept Plan provided does not include easements, if any exist on the property. If easements are in place, the potential future placement of any structure may be impacted by the provisions of such easements.

#### NEXT STEPS

After the public hearing the Hearing Officer is to make a recommendation to the Town Board regarding each requested variation. Along with this recommendation the Hearing Officer shall include findings of fact that clearly indicate the Officer's reasons for his recommendation. If there are any recommended conditions to be placed upon the variation these conditions are to be included in a separate statement. The recommendation is to be made within "a reasonable time after the public hearing." (Section 9-9-3B5 of the Municipal Code) Section 9-9-3B6 notes that the Town Board has thirty (30) days after receiving the Hearing Officer's recommendation to accept, reject or modify the Officer's recommendation. The Town Board's regularly scheduled meetings are held the 2<sup>nd</sup> and 4<sup>th</sup> Monday of the month (upcoming dates include May 8th, May 22nd, and June 12th).

Respectfully Submitted,



Brandy Williams  
Engineer and Zoning Administrator

Exhibit A – Application for Zoning Variation

23Z016

## Certificate of the Publisher

Daily Chronicle

Description: HEARING-MAY 4, AMY ALULI  
2070927

TOWN OF CORTLAND  
PO BOX 519  
CORTLAND IL 60112

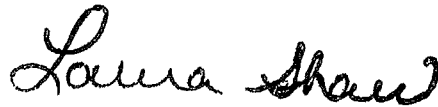
Shaw Media certifies that it is the publisher of the Daily Chronicle. The Daily Chronicle is a secular newspaper, has been continuously published daily for more than fifty (50) weeks prior to the first publication of the attached notice, is published in the City of DeKalb, County of DeKalb, State of Illinois, is of general circulation throughout that county and surrounding area, and is a newspaper as defined by 715 ILCS 5/5.

A notice, a true copy of which is attached, was published 1 time(s) in the Daily Chronicle, namely one time per week for one successive week(s). Publication of the notice was made in the newspaper, dated and published on 04/18/2023

This notice was also placed on a statewide public notice website as required by 5 ILCS 5/2.1.

In witness, Shaw Media has signed this certificate by Laura Shaw, its publisher, at DeKalb, Illinois, on 18th day of April, A.D. 2023

Shaw Media By:



Laura Shaw, Publisher

Account Number 10025127

Amount \$96.10

# **PUBLIC NOTICE**

**NOTICE OF PUBLIC HEARING**  
Public notice is hereby given that Amy Aluli, as applicant, has filed with the Town of Cortland, a request for variations in accordance with Title 9, Chapters 3-15 and 13 of the Cortland Town Code regarding the property located at 186 South Somonauk Road, Cortland, Illinois. The property is located at the southeast corner of Somonauk Road and Chestnut Avenue. PIN: 09-29-207-001. The applicant is requesting variations of setback distances, accessory structure setback and yard location, parking space requirements and design standards.

A public hearing before the Town's Hearing Officer, be held at Town Hall, 69 S. Somonauk Road, Cortland, on Thursday, May 4, 2023, at 6:00 pm.

All persons desiring to provide testimony regarding the requested variations may attend the public hearing to do so or offer testimony in advance thereof in writing. The application for variations for the subject property is on file with the Town of Cortland's Zoning Administrator and may be viewed at this location during normal

business hours between 8:30 a.m. and 4:30 p.m. at the Town Hall. Phone inquiries may be made to the Zoning Administrator by calling (815) 756-9041. Written correspondence regarding the proposals may be directed to the Town of Cortland Zoning Administrator, P.O. Box 519, Cortland, IL 60112, and must be received not later than 4:30 p.m. at Town Hall on the day of the hearings in order to be incorporated into the public record of proceedings for variation request as appropriate.

(Published in the Daily Chronicle April 18, 2023)  
2070927

PIN	Address Line 1	Address Line 2	Address Line 3
✓ 09-29-207-002	MALONE FAMILY TRUST	94 SOUTH SOMONAUK ROAD	CORTLAND IL 60112
✓ 09-29-134-006	VALDOMERO VELEZ	93 SOUTH SOMONAUK ROAD	CORTLAND IL 60112
✓ 09-29-134-010	TOWN OF CORTLAND	85 SOUTH SOMONAUK ROAD	CORTLAND IL 60112
✓ 09-29-131-020	JAMES C CORBIN	75 SOUTH SOMONAUK ROAD	CORTLAND IL 60112
✓ 09-29-205-022	CASEYS RETAIL CO	70 SOUTH SOMONAUK ROAD <sup>PO Box</sup> 54288	CORTLAND IL 60112
✓ 09-29-205-013	JOY L FORTUNATO, MAURO FORTUNATO	72 MARY ALDIS LANE 1352 Marywood Ct	CORTLAND IL 60112
09-29-207-010	RHONDA L RICHARDS, ROBERT E RICHARDS	24 EAST CHESTNUT AVENUE	CORTLAND IL 60112

mailed 4/17/23 j





### NOTICE OF PUBLIC HEARING

Public notice is hereby given that Amy Aluli, as applicant, has filed with the Town of Cortland a request for variations in accordance with Title 9, Chapters 3, 5 and 13 of the Cortland Town Code regarding the property located at 86 South Somonauk Road, Cortland, Illinois. The property is located at the southeast corner of Somonauk Road and Chestnut Avenue, PIN 09-29-207-001. The applicant is requesting variations of setback distances, accessory structure setback and yard location, parking space requirements and design standards.

A Public hearing before the Town's Hearing Officer be held at Town Hall, 59 S. Somonauk Road, Cortland, on **Thursday, May 4, 2023, at 6:00 pm.**

All persons desiring to provide testimony regarding the requested variations may attend the public hearing to do so or offer testimony in advance thereof in writing. The application for variations for the subject property is on file with the Town of Cortland's Zoning Administrator and may be viewed at this location during normal business hours between 8:30 a.m. and 4:30 p.m. at the Town Hall. Phone inquiries may be made to the Zoning Administrator by calling (815) 756-9041. Written correspondence regarding the proposals may be directed to the Town of Cortland Zoning Administrator, P.O. Box 519, Cortland, IL 60112 and must be received not later than 4:30 p.m. at Town Hall on the day of the hearings in order to be incorporated into the public record of proceedings for variation request as appropriate.



### Application for Variance of Town Code

Applicant: Cortland Lions Club

Event: **August 11 & 12, 2023; Summer Fest,  
Cortland Community Park 70 S Llanos Street**

Requested Variance: Title 5, Chapter 4, Section 5-4-4 Exemptions: D. Community Events  
Exemption to add night hours - until 12:00 a.m. (Section 5-4-2 B)

Standards for Variance:

1. The proposed variance of the requirements would result in great practical difficulties or hardship to the applicant;  
**The purpose of the community event is to have live music from 5:00 p.m. to 12:00 a.m. on Friday, August 11, 2023; live music from 12:00 p.m. to 12:00 a.m. on Saturday, August 12, 2023.**
2. Strict application of the requirements would result in great practical difficulties or hardship to the applicant;  
**The bands may play until festival closes at 12:00 a.m.**
3. The proposed variance is the minimum deviation from such requirements that shall alleviate the difficulties/hardship;  
**12:00 a.m. would be the minimum deviation.**
4. The plight of the applicant is due to peculiar circumstances not of his own making;  
**Holding the event is supported by the Town and hours are reasonable for a community festival.**
5. The peculiar circumstances engendering the variance request are not applicable to other property within the district, and therefore, that a variance would be a more appropriate remedy than an amendment;  
**The request only affects this event and therefore, the variance is the appropriate remedy.**
6. The variance, if granted, shall not alter the essential character of the area where the premises in question are located.  
**The variance will not alter the essential character of the area. The variation is not permanent, and the event is consistent with the small-town character the Town Board is attempting to perpetuate.**

\_\_\_\_\_  
Applicant Signature, Title

Approved this \_\_\_\_ Day of \_\_\_\_\_, 2023

Attest:

\_\_\_\_\_  
Mark Pietrowski, Mayor

\_\_\_\_\_  
Cheryl Aldis, Town Clerk

## GRANT AGREEMENT



BETWEEN

THE STATE OF ILLINOIS, DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY

AND

Town of Cortland

The Illinois Department of Commerce and Economic Opportunity (Grantor) with its principal office at 607 E Adams St, Springfield, IL 62701, and Town of Cortland (Grantee), with its principal office at PO Box 519 59 S Somonauk Rd, Cortland, IL 60112-0519, and payment address (if different than principal office) at N/A, hereby enter into this Grant Agreement (Agreement). Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

### PART ONE – THE UNIFORM TERMS RECITALS

WHEREAS, it is the intent of the Parties to perform consistent with all Exhibits and attachments hereto and pursuant to the duties and responsibilities imposed by Grantor under the laws of the State of Illinois ("State") and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

### ARTICLE I AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION

1.1. DUNS Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that **168818953** is Grantee's correct DUNS Number; X36ARVHUMUG4 is Grantee's correct UEI, if applicable; Grantee has an active State registration and SAM registration; and **370993176** is Grantee's correct FEIN or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a (check one):

<input type="checkbox"/> Individual	<input type="checkbox"/> Pharmacy-Non Corporate
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Pharmacy/Funeral Home/Cemetery Corp.
<input type="checkbox"/> Partnership	<input type="checkbox"/> Tax Exempt
<input type="checkbox"/> Corporation (includes Not For Profit)	<input type="checkbox"/> Limited Liability Company (select applicable tax classification)
<input type="checkbox"/> Medical Corporation	<input type="checkbox"/> P = partnership
<input checked="" type="checkbox"/> Governmental Unit	<input type="checkbox"/> C = corporation
<input type="checkbox"/> Estate or Trust	

If Grantee has not received a payment from the State of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

1.2. Amount of Agreement. Grant Funds shall not exceed **\$135,000.00** of which **\$0.00** are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement

1.3. Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is **N/A**, the federal awarding agency is **N/A**, and the Federal Award date is **N/A**. If applicable, the Assistance Listing Program Title is **N/A** and Assistance Listing Number is **N/A**. The Catalog of State Financial Assistance (CSFA) Number is 420-00-1758 and the CSFA Name is Site Improvements. The State Award Identification Number is 1758-39668.

1.4. Term. This Agreement shall be effective on **03/01/2023** and shall expire on **02/28/2025** (the "Term"), unless terminated pursuant to this Agreement.

1.5. Certification. Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement shall be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

1.6. Signatures. In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**ILLINOIS DEPARTMENT OF COMMERCE AND  
ECONOMIC OPPORTUNITY**

**TOWN OF CORTLAND**

By: \_\_\_\_\_  
Signature of Kristin A. Richards, Director

By: \_\_\_\_\_  
Signature of Authorized Representative

Date: 5/10/23

By: \_\_\_\_\_  
Signature of Designee

Printed Name: Mark Pietrowski

Printed Title: Mayor

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

Printed Name: \_\_\_\_\_

Email: mayor@cortlandil.org

Printed Title: \_\_\_\_\_  
Designee

By: \_\_\_\_\_  
Signature of First Other Approver, if Applicable

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

Printed Name: \_\_\_\_\_

Printed Title: \_\_\_\_\_  
Other Approver

By: \_\_\_\_\_  
Signature of Second Other Approver, if Applicable

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

Printed Name: \_\_\_\_\_

Printed Title: \_\_\_\_\_  
Second Other Approver

\_\_\_\_\_

## ARTICLE II REQUIRED REPRESENTATIONS

### 2.1. Standing and Authority. Grantee warrants that:

(a) Grantee is duly organized, validly existing and in good standing, if applicable, under the laws of the state in which it was incorporated or organized.

(b) Grantee has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.

(c) If Grantee is organized under the laws of another jurisdiction, Grantee warrants that it is also duly qualified to do business in Illinois and, if applicable, is in good standing with the Illinois Secretary of State.

(d) The execution and delivery of this Agreement, and the other documents to be executed by Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.

(e) This Agreement and all other documents related to this Agreement, including the Uniform Grant Application, the Exhibits and attachments to which Grantee is a party constitute the legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

2.2. Compliance with Internal Revenue Code. Grantee certifies that it does and will comply with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

2.3. Compliance with Federal Funding Accountability and Transparency Act of 2006. Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to \$30,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.

2.4. Compliance with Uniform Grant Rules (2 CFR Part 200). Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations ("2 CFR Part 200"), and are incorporated herein by reference. 44 Ill. Admin. Code 7000.40(c)(1)(A). The requirements of 2 CFR Part 200 apply to the Grant Funds awarded through this Agreement, regardless of whether the original source of the funds is State or federal, unless an exception is noted in federal or State statutes or regulations. 44 Ill. Admin. Code 7000.10(c)(8); 30 ILCS 708/5(b).

2.5. Compliance with Registration Requirements. Grantee certifies that it: (i) is registered with the federal SAM; (ii) is in good standing with the Illinois Secretary of State, if applicable; (iii) has a valid DUNS Number; (iv) has a valid UEI, if applicable; and (v) has successfully completed the annual registration and prequalification through the Grantee Portal. It is Grantee's responsibility to remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements changes, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.

### ARTICLE III DEFINITIONS

3.1. **Definitions.** Capitalized words and phrases used in this Agreement have the meanings stated in 2 CFR 200.1 unless otherwise stated below.

“Agreement” or “Grant Agreement” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Allowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Award” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Budget” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Catalog of State Financial Assistance” or “CSFA” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Close-out Report” means a report from the Grantee allowing the Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

“Conflict of Interest” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Direct Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Disallowed Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“DUNS Number” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Financial Assistance” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Fixed-Rate” has the same meaning as in 44 Ill. Admin. Code 7000.30. “Fixed-Rate” is in contrast to fee-for-service, 44 Ill. Admin. Code 7000.30.

“GATU” means the Grant Accountability and Transparency Unit within the Governor’s Office of Management and Budget.

“Grant” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Grant Funds” means the Financial Assistance made available to Grantee through this Agreement.

“Grantee Portal” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Indirect Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Indirect Cost Rate” means a device for determining in a reasonable manner the proportion of indirect costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

“Indirect Cost Rate Proposal” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Obligations” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Period of Performance” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Prior Approval” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Profit” means an entity’s total revenue less its operating expenses, interest paid, depreciation, and taxes. “Profit” is synonymous with the term “net revenue.”

“Program” means the services to be provided pursuant to this Agreement.

“Program Costs” means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

“Related Parties” has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

“SAM” means the federal System for Award Management (SAM), the federal repository into which an entity must provide information required for the conduct of business as a recipient.

“Unallowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Unique Entity Identifier” or “UEI” has the same meaning as in 44 Ill. Admin. Code 7000.30.

#### ARTICLE IV PAYMENT

4.1. Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor shall provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

4.2. Pre-Award Costs. Pre-award costs are not permitted unless specifically authorized by the Grantor in **Exhibit A, PART TWO** or **PART THREE** of this Agreement. If they are authorized, pre-award costs must be charged to the initial Budget Period of the Award, unless otherwise specified by the Grantor. 2 CFR 200.458.

4.3. Return of Grant Funds. Any Grant Funds remaining that are not expended or legally obligated by Grantee, including those funds obligated pursuant to ARTICLE XVII, at the end of the Agreement period, or in the case of capital improvement Awards at the end of the time period Grant Funds are available for expenditure or obligation, shall be returned to Grantor within forty-five (45) days. A Grantee who is required to reimburse Grant Funds and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986. 30 ILCS 210; 44 Ill. Admin. Code 7000.450(c). In addition, as required by 44 Ill. Admin. Code 7000.440(b)(2), unless granted a written extension, Grantee must liquidate all obligations incurred under the Award at the end of the period of performance.

4.4. Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable federal laws or regulations. 2 CFR 200.305; 44 Ill. Admin. Code 7000.120.

4.5. Payments to Third Parties. Grantee agrees that Grantor shall have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.6. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantee shall be paid for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.7. Interest.

(a) All interest earned on Grant Funds held by a Grantee shall be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in **PART TWO** or **PART THREE**. Any amount due shall be remitted annually in accordance with 2 CFR 200.305(b)(9) or to the Grantor, as applicable.

(b) Grant Funds shall be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(8).

4.8. Timely Billing Required. Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in **PART TWO**, **PART THREE** or **Exhibit C**. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.9. Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or sub-grantee) must contain the following certification by an official authorized to legally bind the Grantee (or sub-grantee):

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein shall be considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and



Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

## ARTICLE V SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

5.1. Scope of Grant Activities/Purpose of Grant. Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including **Exhibit A** (Project Description) and **Exhibit B** (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. In addition, the State's Notice of State Award (44 Ill. Admin. Code 7000.360) is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE**.

5.2. Scope Revisions. Grantee shall obtain Prior Approval from Grantor whenever a scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for scope revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment will be included in **Exhibit G**. Grantee shall adhere to the specific conditions listed therein.

## ARTICLE VI BUDGET

6.1. Budget. The Budget is a schedule of anticipated grant expenditures that is approved by Grantor for carrying out the purposes of the Award. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the non-federal as well as the federal share (and State share if applicable) of grant expenses. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2. Budget Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308 or 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

6.3. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached.

## ARTICLE VII ALLOWABLE COSTS

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement shall be determined in accordance with 2 CFR Part 200 Subpart E and Appendices III, IV, V, and VII.

7.2. Indirect Cost Rate Submission.

(a) All grantees, except for Local Education Agencies (as defined in 34 CFR 77.1), must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(e).

(i) Waived and de minimis Indirect Cost Rate elections will remain in effect until the Grantee elects a different option.

(b) Grantee must submit an Indirect Cost Rate Proposal in accordance with federal and State regulations, in a format prescribed by Grantor. For grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of the Grantee's fiscal year end, as dictated in the applicable appendices, such as:

(i) Appendix V and VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and local governments,

(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,

(iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and

(iv) Appendix V to 2 CFR Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

(c) A grantee who has a current, applicable rate negotiated by a cognizant federal agency shall provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

(d) A grantee who does not have a current negotiated rate, may elect to charge a de minimis rate of 10% of modified total direct costs which may be used indefinitely. No documentation is required to justify the 10% de minimis Indirect Cost Rate. 2 CFR 200.414(f).

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. 2 CFR 200.451.

7.4. Higher Education Cost Principles. The federal cost principles that apply to public and private institutions of higher education are set forth in 2 CFR Part 200 Subpart E and Appendix III.

7.5. Nonprofit Organizations Cost Principles. The federal cost principles that apply to Nonprofit Organizations that are not institutions of higher education are set forth in 2 CFR Part 200 Subpart E, unless exempt under 2 CFR Part 200 Appendix VIII.

7.6. Government Cost Principles. The federal cost principles that apply to state, local and federally-recognized Indian tribal governments are set forth in 2 CFR Part 200 Subpart E, Appendix V, and Appendix VII.

7.7. Commercial Organization Cost Principles. The federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

7.8. Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to state and federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/520, Grantee shall use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

(b) **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation should be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity's organization (Paragraphs 7.4 through 7.7).

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO, PART THREE** or **Exhibit G** of the requirement to submit Personnel activity reports. 2 CFR 200.430(i)(8). Personnel activity reports shall account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the Grant, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records should be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Grant purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Effective control and accountability must be maintained for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control.** Records of expenditures must be maintained for each Award by the cost categories of the approved Budget (including indirect costs that are charged to the Award), and actual expenditures are to be compared with budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment shall be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.9. **Profits.** It is not permitted for any person or entity to earn a Profit from an Award. *See, e.g., 2 CFR 200.400(g); see also 30 ILCS 708/60(a)(7).*

7.10. **Management of Program Income.** Grantee is encouraged to earn income to defray program

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costs where appropriate, subject to 2 CFR 200.307.

## ARTICLE VIII REQUIRED CERTIFICATIONS

8.1. Certifications. Grantee shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contrwith a unit of state or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

(d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 *et seq.*) or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

(e) **Dues and Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).

(f) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by federal or state government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(g) **Drug-Free Work Place.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

(h) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).

(i) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC 1251 *et seq.*).

(j) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for

debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency 2 CFR 200.205(a), or by the State (30 ILCS 708/25(6)(G)).

(k) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(l) **Grant for the Construction of Fixed Works.** Grantee certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, Grantee shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

(m) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee shall maintain, for a minimum of six (6) years, all protected health information.

(n) **Criminal Convictions.** Grantee certifies that neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director or partner of Grantee) has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false.

(o) **Forced Labor Act.** Grantee certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).

(p) **Illinois Use Tax.** Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(q) **Environmental Protection Act Violations.** Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(r) **Goods from Child Labor Act.** Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

(s) **Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101.

(t) **Illinois Works Review Panel.** For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or sub-contractor(s) that performs work using funds from this Award, shall, upon reasonable notice, appear before and

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respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

## ARTICLE IX CRIMINAL DISCLOSURE

9.1. Mandatory Criminal Disclosures. Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total Financial Assistance, funded by either State or federal funds, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

## ARTICLE X UNLAWFUL DISCRIMINATION

10.1. Compliance with Nondiscrimination Laws. Grantee, its employees and subcontractors under subcontract made pursuant to this Agreement, shall comply with all applicable provisions of State and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

- (a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;
- (b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);
- (c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6). (*See also* guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);
- (d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);
- (e) The Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and
- (f) The Age Discrimination Act (42 USC 6101 *et seq.*).

## ARTICLE XI LOBBYING

11.1. Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

11.2. Federal Form LLL. If any funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this

Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

11.3. Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

11.4. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

11.5. Subawards. Grantee must include the language of this ARTICLE XI in the award documents for any subawards made pursuant to this Award at all tiers. All sub-grantees are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Grantor.

11.6. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

## ARTICLE XII MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

12.1. Records Retention. Grantee shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.334, unless a different retention period is specified in 2 CFR 200.334, 44 Ill. Admin. Code 7000.430(a) and (b) or **PART TWO** or **PART THREE**. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

12.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(f), shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by federal statute. Grantee shall cooperate fully in any such audit or inquiry.

12.3. Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this ARTICLE XII, shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

12.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as

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warranted by program needs. 2 CFR 200.329; 200.332. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

### ARTICLE XIII FINANCIAL REPORTING REQUIREMENTS

13.1. **Required Periodic Financial Reports.** Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.208. Unless so specified, the first of such reports shall cover the first three months after the Award begins, and reports must be submitted no later than the due date(s) specified in **PART TWO** or **PART THREE**, unless additional information regarding required financial reports is set forth in **Exhibit G**. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*; 2 CFR 200.208(b)(3) and 200.328. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

#### 13.2. **Close-out Reports.**

(a) Grantee shall submit a Close-out Report no later than the due date specified in **PART TWO** or **PART THREE**, which must be no later than 60 calendar days following the end of the period of performance for this Agreement or Agreement termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345.

13.3. **Effect of Failure to Comply.** Failure to comply with reporting requirements shall result in the withholding of funds, the return of Improper Payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

### ARTICLE XIV PERFORMANCE REPORTING REQUIREMENTS

14.1. **Required Periodic Performance Reports.** Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in **Exhibit E** must be reported quarterly, unless otherwise specified in **PART TWO**, **PART THREE** or **Exhibit G**. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. Pursuant to 2 CFR 200.208, specific conditions may be imposed requiring Grantee to report more frequently based on the risk assessment or the merit review of the application. In such cases, Grantor shall notify Grantee of same in **Exhibit G**. Pursuant to 2 CFR 200.329 and 44 Ill. Admin. Code 7000.410(b)(2), periodic Performance Reports shall be submitted no later than the due date(s) specified in **PART TWO** or **PART THREE**. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.329. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*

14.2. **Close-out Performance Reports.** Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, no later than the due date specified in **PART TWO** or **PART THREE**, which must be

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no later than 60 calendar days following the end of the period of performance or Agreement termination. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b)(1).

14.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all Performance Reports must relate the financial data and accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the award established for the period; where the accomplishments can be quantified, a computation of the cost; and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Appendices may be used to include additional supportive documentation. Additional content and format guidelines for the Performance Reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

14.4. Performance Standards. Grantee shall perform in accordance with the Performance Standards set forth in **Exhibit F**. 2 CFR 200.301; 200.211.

## ARTICLE XV AUDIT REQUIREMENTS

15.1. Audits. Grantee shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

15.2. Consolidated Year-End Financial Reports (CYEFR). All grantees are required to complete and submit a CYEFR through the Grantee Portal, except those exempted by federal or State statute or regulation, as set forth in **PART TWO** or **PART THREE**. The CYEFR is a required schedule in the Grantee's audit report if the Grantee is required to complete and submit an audit report as set forth herein.

(a) This Paragraph 15.2 applies to all grantees, unless exempted pursuant to a federal or state statute or regulation, which is identified in **PART TWO** or **PART THREE**.

(b) The CYEFR must cover the same period as the Audited Financial Statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If Audited Financial Statements are not required, however, then the CYEFR must cover the Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(c) CYEFRs must include an in relation to opinion from the auditor of the financial statements included in the audit.

(d) CYEFRs shall follow a format prescribed by Grantor.

15.3. Entities That Are Not "For-Profit".

(a) This Paragraph applies to Grantees that are not "for-profit" entities.

(b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters

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issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the Consolidated Year-End Financial Report(s) must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in Federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends \$500,000 or more in State Grants, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO, PART THREE** or **Exhibit G** based on the Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$500,000 in State Grants, but expends \$300,000 or more in State Grants, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee shall have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of State Grants.

(iv) If Grantee does not meet the requirements in subsections 15.3(b) and 15.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 6 months after the end of the Grantee's audit period.

#### 15.4. "For-Profit" Entities.

(a) This Paragraph applies to Grantees that are "for-profit" entities.

(b) Program-Specific Audit. If, during its fiscal year, Grantee expends \$750,000 or more in federal pass-through funds from State Grants, Grantee is required to have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in federal pass-through funds from State Grants, Grantee must follow all of the audit requirements in Paragraphs 15.3(c)(i)-(v), above.

(d) Publicly-Traded Entities. If Grantee is a publicly-traded company, Grantee is not subject to the single audit or program-specific audit requirements, but is required to submit its annual audit conducted in accordance with its regulatory requirements.

15.5. Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General (as required for certain governmental entities only), or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to Generally Accepted Government Auditing standards or Generally Accepted Auditing standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee shall follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

15.6. Delinquent Reports. When such audit reports or financial statements required under this ARTICLE are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available. Otherwise, Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

## ARTICLE XVI TERMINATION; SUSPENSION; NON-COMPLIANCE

### 16.1. Termination.

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(4).

(b) This Agreement may be terminated, in whole or in part, by Grantor without advance notice:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Grant;

(iii) If the Award no longer effectuates the program goals or agency priorities as set forth in **Exhibit A, PART TWO** or **PART THREE**; or

(iv) If Grantee breaches this Agreement and either (1) fails to cure such breach within 15 calendar days' written notice thereof, or (2) if such cure would require longer than 15 calendar days and the Grantee has failed to commence such cure within 15 calendar days' written notice thereof. In the event that Grantor terminates this Agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed prior to the date of termination.

16.2. Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may determine to allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

16.3. Non-compliance. If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties shall follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

16.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

16.5. Effects of Suspension and Termination.

(a) Grantor may credit Grantee for expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Grantee shall not incur any costs or obligations that require the use of these Grant Funds after the effective date of a suspension or termination, and shall cancel as many outstanding obligations as possible.

(c) Costs to Grantee resulting from obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless:

(i) Grantor expressly authorizes them in the notice of suspension or termination; and

(ii) The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated. 2 CFR 200.343.

16.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.340(d).

## ARTICLE XVII SUBCONTRACTS/SUB-GRANTS

17.1. Sub-recipients/Delegation. Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved. Grantee must notify any potential sub-recipient that the sub-recipient shall obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

17.2. Application of Terms. Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by federal and state laws and regulations, and the provisions of this Agreement. The terms of this Agreement shall apply to all subawards authorized in accordance with Paragraph 17.1. 2 CFR 200.101(b)(2).

17.3. Liability as Guaranty. Grantee shall be liable as guarantor for any Grant Funds it obligates to a sub-grantee or sub-contractor pursuant to Paragraph 17.1 in the event the Grantor determines the funds were either misspent or are being improperly held and the sub-grantee or sub-contractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

## ARTICLE XVIII NOTICE OF CHANGE

18.1. Notice of Change. Grantee shall notify the Grantor if there is a change in Grantee's legal status, federal employer identification number (FEIN), DUNS Number, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

18.2. Failure to Provide Notification. To the extent permitted by Illinois law, Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor of these changes.

18.3. Notice of Impact. Grantee shall immediately notify Grantor of any event that may have a material impact on Grantee's ability to perform this Agreement.

18.4. Circumstances Affecting Performance; Notice. In the event Grantee becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Grantee's ability to perform under this Agreement, Grantee shall notify Grantor, in writing, within five (5) calendar days of determining such litigation or transaction may reasonably be considered to have a material impact on the Grantee's ability to perform under this Agreement.

18.5. Effect of Failure to Provide Notice. Failure to provide the notice described in Paragraph 18.4 shall be grounds for immediate termination of this Agreement and any costs incurred after notice should have been given shall be disallowed.

## ARTICLE XIX STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

19.1. Effect of Reorganization. Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee agrees that it will give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and will provide any and all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. This ARTICLE XIX does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

## ARTICLE XX AGREEMENTS WITH OTHER STATE AGENCIES

20.1. Copies upon Request. Grantee shall, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

## ARTICLE XXI CONFLICT OF INTEREST

21.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.113 and 30 ILCS 708/35.

21.2. Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where the Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or \$106,447.20. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, municipalities and units of local government and related entities. See definition of "Local government," 2 CFR 200.1.

21.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

## ARTICLE XXII EQUIPMENT OR PROPERTY

22.1. Purchase of Equipment. For any equipment purchased in whole or in part with Grant Funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439, the costs for such equipment will be disallowed. Grantor shall notify Grantee in writing that the purchase of equipment is disallowed.

22.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds may not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Grant Term without Prior Approval of Grantor unless a longer period is required in **PART TWO** or **PART THREE** and permitted by 2 CFR Part 200 Subpart D. Any real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Grantee acknowledges that real property, equipment, and intangible property that are acquired or improved in whole or in part by Grant Funds are subject to the provisions of 2 CFR 200.316 and the Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this Award and that use and disposition conditions apply to the property.

22.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property which cost was supported by Grant Funds. Any waiver from such compliance must be granted by either the President's Office of Management and Budget, the Governor's Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 for use in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Grant Funds. These standards are furnished to ensure that such materials and services are

obtained in an effective manner and in compliance with the provisions of applicable federal and state statutes and executive orders.

22.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, are no longer needed for their original purpose. Notwithstanding anything to the contrary contained within this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. The Grantee shall properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer's guidelines, federal and state laws or rules, and Grantor requirements stated herein.

22.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, the Grantee should, to the greatest extent practicable under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this paragraph must be included in all subawards and in all contracts and purchase orders for work or products under this Award.

#### **ARTICLE XXIII PROMOTIONAL MATERIALS; PRIOR NOTIFICATION**

23.1. Publications, Announcements, etc. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grant Funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee shall obtain Prior Approval for the use of those funds (2 CFR 200.467) and agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

23.2. Prior Notification/Release of Information. Grantee agrees to notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and to cooperate with Grantor in joint or coordinated releases of information.

#### **ARTICLE XXIV INSURANCE**

24.1. Maintenance of Insurance. Grantee shall maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

24.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered shall be surrendered to Grantor.

#### **ARTICLE XXV LAWSUITS AND INDEMNIFICATION**

25.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee will provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee will be required to provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement shall be strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

25.2. Indemnification and Liability.

(a) **Non-governmental entities.** This subparagraph applies only if Grantee is a non-governmental entity. To the extent permitted by law, Grantee agrees to hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor will be governed by the State Employee Indemnification Act (5 ILCS 350/1 et seq.) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

(b) **Governmental entities.** This subparagraph applies only if Grantee is a governmental entity. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

## ARTICLE XXVI MISCELLANEOUS

26.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Executive Order 15-09.

26.2. Access to Internet. Grantee must have Internet access. Internet access may be either dial-up or high-speed. Grantee must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from Grantor. Grantee may list additional e-mail addresses at any time during the Term of this Agreement. The additional addresses may be for a specific department or division of Grantee or for specific employees of Grantee. Grantee must notify Grantor of any e-mail address changes within five (5) business days from the effective date of the change.

26.3. Exhibits and Attachments. **Exhibits A** through **G**, **PART TWO**, **PART THREE**, if applicable, and all other exhibits and attachments hereto are incorporated herein in their entirety.

26.4. Assignment Prohibited. Grantee acknowledges that this Agreement may not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and that any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing shall render this Agreement null, void and of no further effect.

26.5. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.



26.6. Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

26.7. No Waiver. No failure of either Party to assert any right or remedy hereunder will act as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

26.8. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

26.9. Compliance with Law. This Agreement and Grantee's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including 44 Ill. Admin. Code 7000, and any and all license requirements or professional certification provisions.

26.10. Compliance with Confidentiality Laws. If applicable, Grantee shall comply with applicable state and federal statutes, federal regulations and Grantor administrative rules regarding confidential records or other information obtained by Grantee concerning persons served under this Agreement. The records and information shall be protected by Grantee from unauthorized disclosure.

26.11. Compliance with Freedom of Information Act. Upon request, Grantee shall make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).

26.12. Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** shall control. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** shall control. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) shall control.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in **PART TWO** or **PART THREE**, and in such cases, those requirements control.

26.13. Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act shall control. 30 ILCS 708/80.

26.14. Headings. Article and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

26.15. Entire Agreement. Grantee and Grantor acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Grantee or Grantor.

26.16. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall

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be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

26.17. Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, the Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

26.18. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of the Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XVII; (c) the Consolidated Year-End Financial Report; (d) audit requirements established in ARTICLE XV; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XXII; or (f) records related requirements pursuant to ARTICLE XII. 44 Ill. Admin. Code 7000.450.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**

**EXHIBIT A****PROJECT DESCRIPTION**

Grantee must complete the Award Activities described on this **Exhibit A**, the Deliverables and Milestones listed on **Exhibit B** and the Performance Measures listed on **Exhibit E** within the term of this Agreement, as provided in paragraph 1.4, herein.

**AUTHORITY:** The Grantor is authorized to make this Award pursuant to 20 ILCS 605/605-55 and/or 20 ILCS 605/605-30.

The purpose of this authority is as follows:

To make and enter into contracts, including grants, as authorized pursuant to appropriations by the General Assembly. and/or to use the State and federal programs, grants, and subsidies that are available to assist in the discharge of the provisions of the Civil Administrative Code of Illinois.

**PROJECT DESCRIPTION:**

The Grantee is a governmental entity providing essential public services to the Town of Cortland in DeKalb County.

Grant funds will be utilized for a portion of the costs associated with the purchase and installation of a splash pad at the Grantee-owned Suppeland Park located at 345 North Pampas Drive in Cortland, Illinois. All other costs associated with the project will be paid via the use of other funding sources.

Specifically, Grant funds will include a portion of the Equipment/Material/Labor costs associated with the purchase and installation of splash pad equipment, hardware, piping, concrete, and all related items.

The completion of this project will benefit the public by providing the community a no cost family-centric center which encourages physical activity and community gathering.

**EXHIBIT B****DELIVERABLES OR MILESTONES**

To be stated on the initial submitted Periodic Performance Report (PPR), as directed by the Report Deliverable Schedule, the Grantee will provide a detailed task list of projected deliverables, which must be approved by Grantor. These tasks and associated due dates, and any subsequent revisions, shall be incorporated by reference into this Agreement. These tasks will be used to measure performance throughout the life of the Award and can be updated and reported on each PPR reporting due date.

**EXHIBIT C****PAYMENT**

Grantee shall receive \$135,000.00 under this Agreement.

Enter specific terms of payment here:

The Award amount listed above is not a guarantee of payment, and Grantee's receipt of Grant Funds is contingent upon all terms and conditions of this Agreement.

**Reimbursement**

Payments to the Grantee are subject to the Grantee's submission and certification of eligible costs and any documentation as required by the Grantor. Payment shall be initiated upon the Grantor's approval of eligible costs and cash amount requested for reimbursement of those costs.

**EXHIBIT D****CONTACT INFORMATION****CONTACT FOR NOTIFICATION:**

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

The Grantee acknowledges and agrees that its address set forth below is its current address and shall be considered its last known address for purposes of receiving any and all notice(s) required under this Agreement. The Grantee further acknowledges and agrees that the Grantor is justified in relying upon the address information furnished to it by the Grantee in absence of notice to the contrary. The Grantee also acknowledges and agrees that it has the burden of notifying the Grantor of its current/last known address. In the event that the Grantee changes its current address, it shall contact its Grant Manager and notify him or her of the change of address. In the event that Grantor's contact information changes, Grantor shall notify the Grantee of the change.

**GRANTOR CONTACT**

Name: Charles Apgar  
 Title: Grant Manager  
 Address: 607 E Adams St  
 Springfield, IL 62701  
 Phone: 217-785-9980  
 TTY#: (800) 785-6055  
 Fax#: N/A  
 Email Address: Charles.Apgar@Illinois.gov

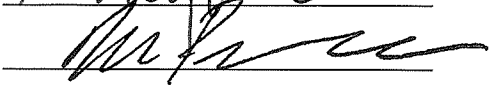
**GRANTEE CONTACT**

Name: Brandy Williams  
 Title: Engineer & Zoning Administrator  
 Address: PO Box 519  
 59 S Somonauk Rd  
 Cortland, IL 60112-0519  
 Phone: 815-756-9041  
 TTY#: N/A  
 Fax#: N/A  
 Email Address: engineer@cortlandil.org  
 Additional Information:

The following are designated as Authorized Designee(s) for the Grantee (See Part Two, Article XXVII):

Authorized Designee: Brandy Williams  
 Authorized Designee Title: Engineer & Zoning Administrator  
 Authorized Designee Phone: 815-756-9041  
 Authorized Designee Email: engineer@cortlandil.org

Authorized Designee Signature: 

Authorized Signatory Approval: 

Authorized Designee: \_\_\_\_\_  
 Authorized Designee Title: \_\_\_\_\_  
 Authorized Designee Phone: \_\_\_\_\_  
 Authorized Designee Email: \_\_\_\_\_

Authorized Designee Signature: \_\_\_\_\_

Authorized Signatory Approval: \_\_\_\_\_

Authorized Designee: \_\_\_\_\_  
 Authorized Designee Title: \_\_\_\_\_  
 Authorized Designee Phone: \_\_\_\_\_  
 Authorized Designee Email: \_\_\_\_\_

Authorized Designee Signature: \_\_\_\_\_

Authorized Signatory Approval: \_\_\_\_\_

**GRANTOR CONTACT FOR AUDIT OR CONSOLIDATED YEAR-END FINANCIAL REPORTS QUESTIONS—AUDIT UNIT**

Email: [externalauditunit@illinois.gov](mailto:externalauditunit@illinois.gov)

**GRANTOR CONTACT FOR FINANCIAL CLOSEOUT QUESTIONS—PROGRAM ACCOUNTANT**

Name: Boaz Harriott  
 Email: Boaz.V.Harriott@illinois.gov  
 Phone: 217-782-9972  
 Fax#: N/A

Address: 607 E Adams St  
 Springfield, IL 62701

**EXHIBIT E****PERFORMANCE MEASURES**

To be stated on the initial submitted Periodic Performance Report (PPR), as directed by the Report Deliverable Schedule, the Grantee will incorporate project specific performance measures within the corresponding section of the PPR. The project specific performance measures will encompass the following standardized performance measures listed below.

- Did the deliverables specified in the task list submitted pursuant to Exhibit B lead to the completion of the project described in Exhibit A?
- Given the total amount of Grant Funds available, does the percent currently drawn and expended directly correlate to the percent of the completion of the project to date?
- At the time of Award closeout, has the Grantee fulfilled the public purpose of the project stated in Exhibit A?



**EXHIBIT F****PERFORMANCE STANDARDS**

The Grantor reserves the right to deny any voucher request(s) at its discretion, based on lack of progress toward meeting completion goals. If the Grantee fails to meet any of the performance measures/goals, and if deemed appropriate at the discretion of the Grantor, the Grant Funds may be decreased by an amount proportionate to the size of the shortfall, and/or the Grantee may be responsible for the return of the Grant Funds in the amount specified by the Grantor. Grantor may initiate a grant modification(s) to de-obligate Grant Funds based on non-performance. The Grantee will submit grant modification requests as necessary in a timely manner, including a request to de-obligate Grant Funds in an amount that the Grantee determines will be unspent by the end of the Grant Agreement Term.

**EXHIBIT G****SPECIFIC CONDITIONS**

Grantor may remove (or reduce) a Specific Condition included in this **Exhibit G** by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

There were no conditions resulting from the Internal Control Questionnaire (ICQ).

PRAQ Section:	04 - Ability to Effectively Implement Statutory, Regulatory or other Requirements
Conditions:	Technical assistance required plus more frequent project monitoring (desk review and/or on-site)
Timeframe:	Agency re-examines in 6 months;

**PART TWO – THE GRANTOR-SPECIFIC TERMS**

In addition to the uniform requirements in **PART ONE**, the Grantor has the following additional requirements for its Grantee:

**ARTICLE XXVII  
AUTHORIZED SIGNATORY**

27.1. Authorized Signatory. In processing this Award and related documentation, Grantor will only accept materials signed by the Authorized Signatory or Designee of this Agreement, as designated or prescribed herein in paragraph 1.6 or **Exhibit D**. If the Authorized Signatory chooses to assign a designee to sign or submit materials required by this Agreement to Grantor, the Authorized Signatory must either send written notice to Grantor indicating the name of the designee, or provide notice as set forth in **Exhibit D**. Without such notice, Grantor will reject any materials signed or submitted on the Grantee's behalf by anyone other than the Authorized Signatory. The Authorized Signatory must approve each Authorized Designee separately by signing as indicated on **Exhibit D**. If an Authorized Designee(s) appears on **Exhibit D**, please verify the information and indicate any changes as necessary. Signatures of both the Authorized Signatory and the Authorized Designee are required in order for the Authorized Designee to have signature authority under this Agreement.

**ARTICLE XXVIII  
ADDITIONAL AUDIT PROVISIONS**

28.1. Discretionary Audit. The Grantor may, at any time and in its sole discretion, require a program-specific audit, or other audit, SAS 115/AU-C265 letters (Auditor's Communication of Internal Control Related Matters) and SAS 114/AU-C260 letters (Auditor's Communication With Those Charged With Governance).

**ARTICLE XXIX  
ADDITIONAL MONITORING PROVISIONS**

29.1. Access to Documentation. The Award will be monitored for compliance in accordance with the terms and conditions of this Agreement, together with appropriate programmatic rules, regulations, and/or guidelines that the Grantor promulgates or implements. The Grantee must permit any agent authorized by the Grantor, upon presentation of credentials, in accordance with all methods available by law, full access to and the right to examine any document, papers and records either in hard copy or electronic format, of the Grantee involving transactions relating to this Award.

29.2. Cooperation with Audits and Inquiries, Confidentiality. Pursuant to ARTICLE XII, above, the Grantee is obligated to cooperate with the Grantor and other legal authorities in any audit or inquiry related to the Award. The Grantor or any other governmental authority conducting an audit or inquiry may require the Grantee to keep confidential any audit or inquiry and to limit internal disclosure of the audit or inquiry to those Grantee personnel who are necessary to support the Grantee's response to the audit or inquiry. This confidentiality requirement shall not limit Grantee's right to discuss an audit or inquiry with its legal counsel. If a third party seeks to require the Grantee, pursuant to any law, regulation, or legal process, to disclose an audit or inquiry that has been deemed confidential by the Grantor or other governmental authority, the Grantee shall promptly notify the entity that is conducting the audit or inquiry of such effort so that the entity that is conducting the audit or inquiry may seek a protective order, take other appropriate action, or waive compliance by the Grantee with the confidentiality requirement.

**ARTICLE XXX**  
**ADDITIONAL INTEREST PROVISIONS**

30.1. Interest Earned on Grant Funds. Interest earned on Grant Funds in an amount up to \$500 per year may be retained by the Grantee for administrative expenses unless otherwise provided in **PART THREE**. Any additional interest earned on Grant Funds above \$500 per year must be returned to the Grantor pursuant to paragraphs 4.3 and 33.2 herein, or as otherwise instructed by the Grant Manager or as set forth in **PART THREE**. All interest earned must be expended prior to Grant Funds. Any unspent Grant Funds or earned interest unspent must be returned as Grant Funds to the Grantor as described in paragraphs 4.3 and 33.2 herein. All interest earned on Grant Funds must be accounted for and reported to the Grantor as provided in ARTICLE XIII herein. If applicable, the Grantor will remit interest earned and returned by Grantee to the U.S. Department of Health and Human Services Payment Management System through the process set forth at 2 CFR 200.305(b)(9), or as otherwise directed by the federal awarding agency. The provisions of this paragraph 30.1 are inapplicable to the extent any statute or rule provides for different treatment of interest income. Any provision that deviates from this paragraph is set forth in **PART THREE**.

**ARTICLE XXXI**  
**ADDITIONAL BUDGET PROVISIONS**

31.1. Restrictions on Discretionary Line Item Transfers. Unless set forth otherwise in PART THREE herein, Budget line item transfers within the guidelines set forth in paragraph 6.2 herein, which would not ordinarily require approval from Grantor, but vary more than ten percent (10%) of the current approved Budget line item amount, are considered changes in the project scope and require Prior Approval from Grantor pursuant to 2 CFR 200.308.

**ARTICLE XXXII**  
**ADDITIONAL REPRESENTATIONS AND WARRANTIES**

32.1. Grantee Representations and Warranties. In connection with the execution and delivery of this Agreement, the Grantee makes the following representations and warranties to Grantor:

- (a) That it has no public or private interest, direct or indirect, and shall not acquire, directly or indirectly any such interest which does or may conflict in any manner with the performance of the Grantee's services and obligations under this Agreement;
- (b) That no member of any governing body or any officer, agent or employee of the State, has a personal financial or economic interest directly in this Agreement, or any compensation to be paid hereunder except as may be permitted by applicable statute, regulation or ordinance;
- (c) That there is no action, suit or proceeding at law or in equity pending, nor to the best of Grantee's knowledge, threatened, against or affecting the Grantee, before any court or before any governmental or administrative agency, which will have a material adverse effect on the performance required by this Agreement;
- (d) That to the best of the Grantee's knowledge and belief, the Grantee, its principals and key project personnel:
  - (i) Are not presently declared ineligible or voluntarily excluded from contrwith any federal or State department or agency;
  - (ii) Have not, within a three (3)-year period preceding this Agreement, been convicted of any felony; been convicted of a criminal offense in connection with obtaining, attempting to

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obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; had a civil judgment rendered against them for commission of fraud; been found in violation of federal or state antitrust statutes; or been convicted of embezzlement, theft, larceny, forgery, bribery, falsification or destruction of records, making a false statement, or receiving stolen property;

(iii) Are not presently indicted for, or otherwise criminally or civilly charged, by a government entity (federal, state or local) with commission of any of the offenses enumerated in sub-paragraph (ii) of this certification; and

(iv) Have not had, within a three (3)-year period preceding this Agreement, any judgment rendered in an administrative, civil or criminal matter against the Grantee, or any entity associated with its principals or key personnel, related to a grant issued by any federal or state agency or a local government.

Any request for an exception to the provisions of this paragraph 32.1(d) must be made in writing, listing the name of the individual, home address, type of conviction and date of conviction; and

(e) Grantee certifies that it is not currently operating under, or subject to, any cease and desist order, or subject to any informal or formal regulatory action, and, to the best of Grantee's knowledge, that it is not currently the subject of any investigation by any state or federal regulatory, law enforcement or legal authority. Should it become the subject of an investigation by any state or federal regulatory, law enforcement or legal authority, Grantee shall promptly notify Grantor of any such investigation. Grantee acknowledges that should it later be subject to a cease and desist order, Memorandum of Understanding, or found in violation pursuant to any regulatory action or any court action or proceeding before any administrative agency, that Grantor is authorized to declare Grantee out of compliance with this Agreement and suspend or terminate the Agreement pursuant to ARTICLE XVI herein and any applicable rules.

#### ARTICLE XXXIII

#### ADDITIONAL TERMINATION, SUSPENSION, BILLING SCHEDULE AND NON-COMPLIANCE PROVISIONS

33.1. Remedies for Non-Compliance. If Grantor suspends or terminates this Agreement pursuant to ARTICLE XVI herein, Grantor may also elect any additional remedy allowed by law, including, but not limited to, one or more of the following remedies:

(a) Direct the Grantee to refund some or all of the Grant Funds disbursed to it under this Agreement; and

(b) Direct the Grantee to remit an amount equivalent to the "Net Salvage Value" of all equipment or materials purchased with Grant Funds provided under this Agreement. For purposes of this Agreement, "Net Salvage Value" is defined as the amount realized, or that the Parties agree is likely to be realized from, the sale of equipment or materials purchased with Grant Funds provided under this Agreement at its current fair market value, less selling expenses.

33.2. Grant Refunds. In accordance with the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 *et seq.*, the Grantee must, within forty-five (45) days of the effective date of a termination of this Agreement, refund to Grantor, any balance of Grant Funds not spent or not obligated as of said date.

33.3. Grant Funds Recovery Procedures. In the event that Grantor seeks to recover from Grantee funds received pursuant to this Award that: (i) Grantee cannot demonstrate were properly spent, or (ii) have not been expended or legally obligated by the time of expiration or termination of this Award, the Parties agree to follow the procedures set forth in the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 *et seq.* (GFRA), for the

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recovery of Grant Funds, including the informal and formal hearing requirements. All remedies available in Section 6 of the GFRA shall apply to these proceedings. The Parties agree that Grantor's Administrative Hearing Rules (56 Ill. Admin. Code Part 2605) and/or any other applicable hearing rules shall govern these proceedings.

33.4. Grantee Responsibility. Grantee shall be held responsible for the expenditure of all funds received through this Award, whether expended by Grantee or a subrecipient or contractor of Grantee. Grantor may seek any remedies against Grantee permitted pursuant to this Agreement and 2 CFR 200.339 for the action of a subrecipient or contractor of Grantee that is not in compliance with the applicable statutes, regulations or the terms and conditions of this Award.

33.5. Billing Schedule. In accordance with paragraph 4.8, herein Grantee must submit all payment requests to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in **PART THREE** or **Exhibit C**. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld. The payment requirements of this paragraph 33.5 supersede those set forth in paragraph 4.8.

#### ARTICLE XXXIV ADDITIONAL MODIFICATION PROVISIONS

34.1. Modifications by Operation of Law. This Agreement is subject to such modifications as the Grantor determines, in its sole discretion, may be required by changes in federal or State law or regulations applicable to this Agreement. Grantor shall initiate such modifications, and Grantee shall be required to agree to the modification in writing as a condition of continuing the Award. Any such required modification shall be incorporated into and become part of this Agreement as if fully set forth herein. The Grantor shall timely notify the Grantee of any pending implementation of or proposed amendment to such regulations of which it has notice.

34.2. Discretionary Modifications. If either the Grantor or the Grantee wishes to modify the terms of this Agreement other than as set forth in Articles V and VI and paragraphs 34.1 and 34.3, written notice of the proposed modification must be given to the other party. Modifications will only take effect when agreed to in writing by both the Grantor and the Grantee. However, if the Grantor notifies the Grantee in writing of a proposed modification, and the Grantee fails to respond to that notification, in writing, within thirty (30) days, the proposed modification will be deemed to have been approved by the Grantee. In making an objection to the proposed modification, the Grantee shall specify the reasons for the objection and the Grantor shall consider those objections when evaluating whether to follow through with the proposed modification. The Grantor's notice to the Grantee shall contain the Grantee name, Agreement number, Amendment number and purpose of the revision. If the Grantee seeks any modification to the Agreement, the Grantee shall submit a detailed narrative explaining why the Project cannot be completed in accordance with the terms of the Agreement and how the requested modification will ensure completion of the Grant Activities, Deliverables, Milestones and/or Performance Measures (**Exhibits A, B and E**).

34.3. Unilateral Modifications. The Parties agree that Grantor may, in its sole discretion, unilaterally modify this Agreement without prior approval of the Grantee when the modification is initiated by Grantor for the sole purpose of increasing the Grantee's funding allocation as additional funds become available for the Award during the program year covered by the Term of this Agreement.

34.4. Management Waiver. The Parties agree that the Grantor may issue a waiver of specific requirements of this Agreement after the term of the Agreement has expired. These waivers are limited to non-material changes to specific grant terms that the Grantor determines are necessary to place the Grantee in administrative compliance with the terms of this Agreement. A management waiver issued after the term of the Agreement has expired will supersede the original requirements of this Agreement that would normally require a

modification of this Agreement to be executed. The Grantor will make no modifications of this Agreement not agreed to prior to the expiration of the Agreement beyond what is specifically set forth in this section.

34.5. Term Extensions. The Grantee acknowledges that all Grant Funds must be expended or legally obligated, and all Grant Activities, Deliverables, Milestones and Performance Measures (**Exhibits A, B and E**) must be completed during the Term of the Agreement. Extensions of the Term will be granted only for good cause, subject to the Grantor's discretion. Pursuant to the Grant Funds Recovery Act (30 ILCS 705/1 *et seq.*), no Award may be extended in total beyond a two (2)-year period unless the Grant Funds are expended or legally obligated during that initial two-year period, or unless Grant Funds are disbursed for reimbursement of costs previously incurred by the Grantee. If Grantee requires an extension of the Award Term, Grantee should submit a written request to the Grant Manager at least sixty (60) days prior to the end of the Award Term or extended Award Term, as applicable, stating the reason for the extension. If Grantee provides reasonable extenuating circumstances, Grantee may request an extension of the Award Term with less than sixty (60) days remaining.

#### **ARTICLE XXXV ADDITIONAL CONFLICT OF INTEREST PROVISIONS**

35.1. Bonus or Commission Prohibited. The Grantee shall not pay any bonus or commission for the purpose of obtaining the Grant Funds awarded under this Agreement.

35.2. Hiring State Employees Prohibited. No State officer or employee may be hired to perform services under this Agreement on behalf of the Grantee, or be paid with Grant Funds derived directly or indirectly through this Award without the written approval of the Grantor unless Grantee is a State agency.

#### **ARTICLE XXXVI ADDITIONAL EQUIPMENT OR PROPERTY PROVISIONS**

36.1. Equipment Management. The Grantee is responsible for replacing or repairing equipment and materials purchased with Grant Funds that are lost, stolen, damaged, or destroyed. Any loss, damage or theft of equipment and materials shall be investigated and fully documented, and immediately reported to the Grantor and, where appropriate, the appropriate authorities.

36.2. Purchase of Real Property. If permitted by the Award Budget and scope of activities provided in this Agreement, a Grantee may use the Grant Funds during the Award Term for the costs associated with the purchase of real property (as defined by 2 CFR 200.1) either through the use of reimbursement or advanced funds as permitted in Exhibit C of this Agreement for the following purposes and consistent with the Grantor's bondability guidelines and 2 CFR 200:

- (a) Cash payment of the entirety or a portion of the real property acquisition;
- (b) Cash Payment of a down payment for the acquisition;
- (c) Standard and commercially reasonable costs required to be paid at the acquisition closing (*i.e.*, closing costs); or
- (d) Payments to reduce the debt incurred by Grantee to purchase the real property.

36.3. Bonding Requirements. If Grant Funds through this Award are used for construction or facility improvement projects that exceed the Simplified Acquisition Threshold, the Grantee must comply with the minimum bonding requirements listed in 2 CFR 200.326 (a) – (c). Grantor will not accept the Grantee's own bonding policy and requirements.

**ARTICLE XXXVII  
APPLICABLE STATUTES**

To the extent applicable, Grantor and Grantee shall comply with the following:

37.1. Grantee Responsibility. All applicable federal, State and local laws, rules and regulations governing the performance required by Grantee shall apply to this Agreement and will be deemed to be included in this Agreement the same as though written herein in full. Grantee is responsible for ensuring compliance with all applicable laws, rules and regulations, including, but not limited to those specifically referenced herein. Except where expressly required by applicable laws and regulations, the Grantor shall not be responsible for monitoring Grantee's compliance.

37.2. Land Trust/Beneficial Interest Disclosure Act (765 ILCS 405/2.1). No Grant Funds shall be paid to any trustee of a land trust, or any beneficiary or beneficiaries of a land trust, for any purpose relating to the land, which is the subject of such trust, any interest in such land, improvements to such land or use of such land unless an affidavit is first filed with the Grantor identifying each beneficiary of the land trust by name and address and defining such interest therein.

37.3. Historic Preservation Act (20 ILCS 3420/1 et seq.). The Grantee will not expend Grant Funds under this Agreement which result in the destruction, alteration, renovation, transfer or sale, or utilization of a historic property, structure or structures, or in the introduction of visual, audible or atmospheric elements to a historic property, structure or structures, which will result in the change in the character or use of any historic property, except as approved by the Illinois Department of Natural Resources, Historic Preservation Division. The Grantee shall not expend Grant Funds under this Agreement for any project, activity, or program that can result in changes in the character or use of historic property, if any historic property is located in the area of potential effects without the approval of the Illinois Department of Natural Resources, Historic Preservation Division. 20 ILCS 3420/3(f).

37.4. Victims' Economic Security and Safety Act (820 ILCS 180 et seq.). If the Grantee has 50 or more employees, it may not discharge or discriminate against an employee who is a victim of domestic or sexual violence, or who has a family or household member who is a victim of domestic or sexual violence, for taking up to a total of twelve (12) work weeks of leave from work during any twelve (12) month period to address the domestic violence, pursuant to the Victims' Economic Security and Safety Act. The Grantee is not required to provide paid leave under the Victims' Economic Security and Safety Act, but may not suspend group health plan benefits during the leave period. Any failure on behalf of the Grantee to comply with all applicable provisions of the Victims' Economic Security and Safety Act, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by Statute or regulation.

37.5. Equal Pay Act of 2003 (820 ILCS 112 et seq.). If the Grantee has four (4) or more employees, it is prohibited by the Equal Pay Act of 2003 from paying unequal wages to men and women for doing the same or substantially similar work. Further, the Grantee is prohibited by the Equal Pay Act of 2003 from remedying violations of the Act by reducing the wages of other employees or discriminating against any employee exercising his/her rights under this Act. Any failure on behalf of the Grantee to comply with all applicable provisions of the Equal Pay Act of 2003, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by Statute or regulation.

37.6. Steel Products Procurement Act (30 ILCS 565 et seq.). The Grantee, if applicable, hereby certifies that any steel products used or supplied in accordance with this Award for a public works project shall be

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manufactured or produced in the United States per the requirements of the Steel Products Procurement Act (30 ILCS 565 *et seq.*).

37.7. Minorities, Women, and Persons with Disabilities Act and Illinois Human Rights Act (30 ILCS 575/0.01; 775 ILCS 5/2-105). The Grantee acknowledges and hereby certifies compliance with the provisions of the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, and the equal employment practices of Section 2-105 of the Illinois Human Rights Act for the provision of services which are directly related to the Award Activities to be performed under this Agreement.

37.8. Identity Protection Act (5 ILCS/179 *et seq.*) and Personal Information Protection Act (815 ILCS 530 *et seq.*). The Grantor is committed to protecting the privacy of its vendors, grantees and beneficiaries of programs and services. At times, the Grantor will request social security numbers or other personal identifying information. Federal and state laws, rules and regulations require the collection of this information for certain purposes relating to employment and/or payments for goods and services, including, but not limited to, Awards. The Grantor also collects confidential information for oversight and monitoring purposes.

Furnishing personal identity information, such as a social security number, is voluntary; however, failure to provide required personal identity information may prevent an individual or organization from using the services/benefits provided by the Grantor as a result of state or federal laws, rules and regulations.

To the extent the Grantee collects or maintains protected personal information as part of carrying out the Award Activities, the Grantee shall maintain the confidentiality of the protected personal information in accordance with applicable law and as set forth below.

(a) **Personal Information Defined.** As used herein, "Personal Information" shall have the definition set forth in the Personal Information Protection Act, 815 ILCS 530/5 ("PIPA").

(b) **Protection of Personal Information.** The Grantee shall use at least reasonable care to protect the confidentiality of Personal Information that is collected or maintained as part of the Award Activities and (i) not use any Personal Information for any purpose outside the scope of the Award Activities and (ii) except as otherwise authorized by the Grantor in writing, limit access to Personal Information to those of its employees, contractors, and agents who need such access for purposes consistent with the Award Activities. If Grantee provides any contractor or agent with access to Personal Information, it shall require the contractor or agent to comply with the provisions of this paragraph 37.8.

(c) **Security Assurances.** Grantee represents and warrants that it has established and will maintain safeguards against the loss and unauthorized access, acquisition, destruction, use, modification, or disclosure of Personal Information and shall otherwise maintain the integrity of Personal Information in its possession in accordance with any federal or state law privacy requirements, including PIPA. Such safeguards shall be reasonably designed to (i) ensure the security and confidentiality of the Personal Information, (ii) protect against any anticipated threats or hazards to the security or integrity of Personal Information, and (iii) protect against unauthorized access to or use of Personal Information. Additionally, Grantee will have in place policies, which provide for the secure disposal of documents and information which contain Personal Information, including but not limited to shredding documents and establishing internal controls over the authorized access to such information. 815 ILCS 530/40.

(d) **Breach Response.** In the event of any unauthorized access to, unauthorized disclosure of, loss of, damage to or inability to account for any Personal Information (a "Breach"), Grantee agrees that it shall promptly, at its own expense (i) report such Breach to the Grantor by telephone with immediate written confirmation sent by e-mail and by mail, describing in detail any accessed materials and identifying any individual(s) who may have been involved in such Breach; (ii) take all actions necessary or reasonably requested by the Grantor to stop, limit or minimize the Breach; (iii) restore and/or retrieve, as applicable, and return all Personal Information that was lost, damaged, accessed, copied or removed; (iv) cooperate in all reasonable respects to minimize the damage resulting from such

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Breach; (v) provide any notice to Illinois residents as required by 815 ILCS 530/10 or applicable federal law, in consultation with the Grantor; and (vi) cooperate in the preparation of any report related to the Breach that the Grantor may need to present to any governmental body.

(e) Injunctive Relief. Grantee acknowledges that, in the event of a breach of this paragraph 37.8, Grantor will likely suffer irreparable damage that cannot be fully remedied by monetary damages. Accordingly, in addition to any remedy which the Grantor may possess pursuant to applicable law, the Grantor retains the right to seek and obtain injunctive relief against any such breach in any Illinois court of competent jurisdiction.

(f) Compelled Access or Disclosure. The Grantee may disclose Personal Information if it is compelled by law, regulation, or legal process to do so, provided the Grantee gives the Grantor at least ten (10) days' prior notice of such compelled access or disclosure (to the extent legally permitted) and reasonable assistance if the Grantor wishes to contest the access or disclosure.

#### ARTICLE XXXVIII ADDITIONAL MISCELLANEOUS PROVISIONS

38.1. Workers' Compensation Insurance, Social Security, Retirement and Health Insurance Benefits, and Taxes. The Grantee shall provide Workers' Compensation insurance where the same is required and shall accept full responsibility for the payment of unemployment insurance, premiums for Workers' Compensation, Social Security and retirement and health insurance benefits, as well as all income tax deduction and any other taxes or payroll deductions required by law for its employees who are performing services specified by this Agreement.

38.2. Required Notice. Grantee agrees to give prompt notice to the Grantor of any event that may materially affect the performance required under this Agreement. Any notice or final decision by Grantor relating to (i) a Termination or Suspension (ARTICLE XVI), (b) Modifications, Management Waivers or Term Extensions (ARTICLE XXXIV) or (c) Assignments (paragraph 26.4) must be executed by the Director of the Grantor or her or his authorized designee.

#### ARTICLE XXXIX ADDITIONAL REQUIRED CERTIFICATIONS

The Grantee makes the following certifications as a condition of this Agreement. These certifications are required by State statute and are in addition to any certifications required by any federal funding source as set forth in this Agreement. Grantee's execution of this Agreement shall serve as its attestation that the certifications made herein are true and correct.

39.1. Compliance With Applicable Law. The Grantee certifies that it shall comply with all applicable provisions of federal, state and local law in the performance of its obligations pursuant to this Agreement.

39.2. Sexual Harassment. The Grantee certifies that it has written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and the Human Rights Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)). A copy of the policies shall be provided to the Grantor upon request.

39.3. Federal, State and Local Laws; Tax Liabilities; State Agency Delinquencies. The Grantee is required to comply with all federal, state and local laws, including but not limited to the filing of any and all applicable tax returns. In the event that a Grantee is delinquent in filing and/or paying any federal, state and/or local taxes, the Grantor shall disburse Grant Funds only if the Grantee enters into an installment payment agreement with said tax authority and remains in good standing therewith. Grantee is required to tender a copy of any such installment payment agreement to the Grantor. In no event may Grantee utilize Grant Funds to discharge outstanding tax liabilities or other debts owed to any governmental unit. **The execution of this Agreement by the Grantee is its certification that (i) it is current as to the filing and payment of any federal, state and/or local taxes applicable to Grantee; and (ii) it is not delinquent in its payment of moneys owed to any federal, state, or local unit of government.**

39.4. Lien Waivers. If applicable, the Grantee shall monitor construction to assure that necessary contractor's affidavits and waivers of mechanics liens are obtained prior to release of Grant Funds to contractors and subcontractors.

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### PART THREE – THE PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE** and the Grantor-Specific Terms in **PART TWO**, the Grantor has the following additional requirements for this Project:

#### ARTICLE XL REPORT DELIVERABLE SCHEDULE

40.1. External Audit Reports. External Audit Reports may be required. Refer to ARTICLE XV of this Agreement to determine whether you are required to submit an External Audit Report and the applicable due date.

40.2. Annual Financial Reports. Annual Financial Reports may be required. Refer to paragraph 15.2 of this Agreement to determine whether you are required to submit Annual Financial Reports.

40.3. Required Periodic Reports. Below is the required periodic reporting schedule for this Award.

#### June 2023

- Monthly Periodic Financial Report (06/30/2023) - Covering Period of 03/01/2023 - 05/31/2023; Send To: Grant Manager
- Monthly Periodic Performance Report (06/30/2023) - Covering Period of 03/01/2023 - 05/31/2023; Send To: Grant Manager

#### July 2023

- Monthly Periodic Financial Report (07/31/2023) - Covering Period of 06/01/2023 - 06/30/2023; Send To: Grant Manager
- Monthly Periodic Performance Report (07/31/2023) - Covering Period of 06/01/2023 - 06/30/2023; Send To: Grant Manager

#### August 2023

- Monthly Periodic Financial Report (08/30/2023) - Covering Period of 07/01/2023 - 07/31/2023; Send To: Grant Manager
- Monthly Periodic Performance Report (08/30/2023) - Covering Period of 07/01/2023 - 07/31/2023; Send To: Grant Manager

#### October 2023

- Monthly Periodic Financial Report (10/02/2023) - Covering Period of 08/01/2023 - 08/31/2023; Send To: Grant Manager
- Monthly Periodic Performance Report (10/02/2023) - Covering Period of 08/01/2023 - 08/31/2023; Send To: Grant Manager
- Monthly Periodic Financial Report (10/30/2023) - Covering Period of 09/01/2023 - 09/30/2023; Send To: Grant Manager
- Monthly Periodic Performance Report (10/30/2023) - Covering Period of 09/01/2023 - 09/30/2023; Send To: Grant Manager

#### November 2023

- Monthly Periodic Financial Report (11/30/2023) - Covering Period of 10/01/2023 - 10/31/2023; Send To: Grant Manager
- Monthly Periodic Performance Report (11/30/2023) - Covering Period of 10/01/2023 - 10/31/2023; Send To: Grant Manager

#### **January 2024**

- Monthly Periodic Financial Report (01/01/2024) - Covering Period of 11/01/2023 - 11/30/2023; Send To: Grant Manager
- Monthly Periodic Performance Report (01/01/2024) - Covering Period of 11/01/2023 - 11/30/2023; Send To: Grant Manager
- Monthly Periodic Financial Report (01/30/2024) - Covering Period of 12/01/2023 - 12/31/2023; Send To: Grant Manager
- Monthly Periodic Performance Report (01/30/2024) - Covering Period of 12/01/2023 - 12/31/2023; Send To: Grant Manager

#### **March 2024**

- Monthly Periodic Financial Report (03/01/2024) - Covering Period of 01/01/2024 - 01/31/2024; Send To: Grant Manager
- Monthly Periodic Performance Report (03/01/2024) - Covering Period of 01/01/2024 - 01/31/2024; Send To: Grant Manager

#### **April 2024**

- Monthly Periodic Financial Report (04/01/2024) - Covering Period of 02/01/2024 - 02/29/2024; Send To: Grant Manager
- Monthly Periodic Performance Report (04/01/2024) - Covering Period of 02/01/2024 - 02/29/2024; Send To: Grant Manager
- Monthly Periodic Financial Report (04/30/2024) - Covering Period of 03/01/2024 - 03/31/2024; Send To: Grant Manager
- Monthly Periodic Performance Report (04/30/2024) - Covering Period of 03/01/2024 - 03/31/2024; Send To: Grant Manager

#### **May 2024**

- Monthly Periodic Financial Report (05/30/2024) - Covering Period of 04/01/2024 - 04/30/2024; Send To: Grant Manager
- Monthly Periodic Performance Report (05/30/2024) - Covering Period of 04/01/2024 - 04/30/2024; Send To: Grant Manager

#### **July 2024**

- Monthly Periodic Financial Report (07/01/2024) - Covering Period of 05/01/2024 - 05/31/2024; Send To: Grant Manager
- Monthly Periodic Performance Report (07/01/2024) - Covering Period of 05/01/2024 - 05/31/2024; Send To: Grant Manager
- Monthly Periodic Financial Report (07/30/2024) - Covering Period of 06/01/2024 - 06/30/2024; Send To: Grant Manager
- Monthly Periodic Performance Report (07/30/2024) - Covering Period of 06/01/2024 - 06/30/2024; Send To: Grant Manager

**August 2024**

- Monthly Periodic Financial Report (08/30/2024) - Covering Period of 07/01/2024 - 07/31/2024; Send To: Grant Manager
- Monthly Periodic Performance Report (08/30/2024) - Covering Period of 07/01/2024 - 07/31/2024; Send To: Grant Manager

**September 2024**

- Monthly Periodic Financial Report (09/30/2024) - Covering Period of 08/01/2024 - 08/31/2024; Send To: Grant Manager
- Monthly Periodic Performance Report (09/30/2024) - Covering Period of 08/01/2024 - 08/31/2024; Send To: Grant Manager

**October 2024**

- Monthly Periodic Financial Report (10/30/2024) - Covering Period of 09/01/2024 - 09/30/2024; Send To: Grant Manager
- Monthly Periodic Performance Report (10/30/2024) - Covering Period of 09/01/2024 - 09/30/2024; Send To: Grant Manager

**December 2024**

- Monthly Periodic Financial Report (12/02/2024) - Covering Period of 10/01/2024 - 10/31/2024; Send To: Grant Manager
- Monthly Periodic Performance Report (12/02/2024) - Covering Period of 10/01/2024 - 10/31/2024; Send To: Grant Manager
- Monthly Periodic Financial Report (12/30/2024) - Covering Period of 11/01/2024 - 11/30/2024; Send To: Grant Manager
- Monthly Periodic Performance Report (12/30/2024) - Covering Period of 11/01/2024 - 11/30/2024; Send To: Grant Manager

**January 2025**

- Monthly Periodic Financial Report (01/30/2025) - Covering Period of 12/01/2024 - 12/31/2024; Send To: Grant Manager
- Monthly Periodic Performance Report (01/30/2025) - Covering Period of 12/01/2024 - 12/31/2024; Send To: Grant Manager

**March 2025**

- Monthly Periodic Financial Report (03/03/2025) - Covering Period of 01/01/2025 - 01/31/2025; Send To: Grant Manager
- Monthly Periodic Performance Report (03/03/2025) - Covering Period of 01/01/2025 - 01/31/2025; Send To: Grant Manager
- Monthly Periodic Financial Report (03/31/2025) - Covering Period of 02/01/2025 - 02/28/2025; Send To: Grant Manager
- Monthly Periodic Performance Report (03/31/2025) - Covering Period of 02/01/2025 - 02/28/2025; Send To: Grant Manager

**April 2025**

- End of grant Closeout Financial Report (04/14/2025) - Covering Period of 03/01/2023 - 02/28/2025; Send To: Grant Manager
- End of grant Closeout Performance Report (04/14/2025) - Covering Period of 03/01/2023 - 02/28/2025; Send To: Grant Manager

40.4. Changes to Reporting Schedule. Changes to the schedules for periodic reporting, the external audit reports and the annual financial reports do not require a formal modification to this Agreement pursuant to paragraph 26.5 and Article XXXIV, and may be changed unilaterally by the Grantor if necessitated by a change in the project schedule or at the discretion of the Grantor. The Grantee may not modify the reporting deliverable schedules in ARTICLES XIII, XIV, XV and XL unilaterally, and must obtain prior written approval from Grantor or the Grant Accountability and Transparency Unit of the Governor's Office of Management and Budget, if applicable, to change any reporting deadlines.

#### ARTICLE XLI GRANT-SPECIFIC TERMS/CONDITIONS

41.1. Funding. If this Award is bond-funded, all expenditures shall be in accordance with all applicable bondability guidelines.

41.2. Use of Real Property. Grantee shall use any real property acquired, constructed or improved with Grant Funds pursuant to this Agreement to provide the programs and services specified herein for at least the Award Term stated in Paragraph 1.4. Grantee shall comply with the real property use and disposition requirements set forth in 2 CFR 200.311.

41.3. Projects Requiring External Sign-offs.

- (1) Pursuant to applicable statute(s), this Award requires sign-off by the following State agency(ies). **The status of the sign-off is indicated as of the date the Award is sent to the Grantee for execution:**

	AGENCY	SIGN-OFF RECEIVED	SIGN-OFF OUTSTANDING
_____	Illinois State Historic Preservation Office	_____	_____
_____	Illinois Dept. of Agriculture	_____	_____
x	Illinois Dept. of Natural Resources	x	_____
_____	Illinois Environmental Protection Agency	_____	_____
_____	NONE APPLICABLE	_____	_____

While **any** external sign-off is outstanding, the provisions of Item (3), immediately below apply with respect to the disbursement of funds under this Award.

**NOTE: The fact that a sign-off has been received in no way relieves the Grantee of its obligation to comply with any conditions or requirements conveyed by the applicable agency(ies) in conjunction with the issuance of the sign-off for the project funded under this Agreement.**

- (2) For projects subject to review by the Illinois Environmental Protection Agency (IEPA), the Grantee must, prior to construction, obtain a construction permit or "authorization to construct" from the IEPA pursuant to the provisions of the Environmental Protection Act, 415 ILCS 5/1 *et seq.*

**(3) External Sign-Off Provisions:**

- a.) The Project described in Exhibit A and funded under this Agreement is subject to review by the external agency(ies) indicated in Item (1) immediately above. Grantee must comply with requirements established by said agency(ies) relative to their respective reviews. **Any requirements communicated to the Grantor shall be incorporated into this Agreement as follows: as an attachment to this Agreement (immediately following PART THREE) at the time of the Agreement execution.** The Grantee is contractually obligated to comply with such requirements.
- b.) Grantee is responsible for coordinating directly with the applicable external agency(ies) relative to said reviews. Except as specifically provided below, the Grantor's obligation to disburse funds under this Agreement is contingent upon notification by the applicable agency(ies) that all requirements applicable to the project described in this Agreement have been satisfied. Upon receipt of said notification, disbursement of the Grant Funds shall be authorized in accordance with the provisions of Exhibit C herein.
- c.) Prior to notification of compliance by the applicable external agency(ies), the Grantee may request disbursement of funds **only** for the following purposes: administrative, contractual, legal, engineering, or architectural costs incurred which are necessary to allow for compliance by the Grantee of requirements established by the external agency(ies). **FUNDS WILL NOT BE DISBURSED FOR LAND ACQUISITION OR ANY TYPE OF CONSTRUCTION OR OTHER ACTIVITY WHICH PHYSICALLY IMPACTS THE PROJECT SITE PRIOR TO RECEIPT BY THE GRANTOR OF THE REQUIRED NOTIFICATION FROM ALL APPLICABLE AGENCIES.**
- d.) If external sign-offs are indicated in this paragraph 41.3, disbursement of Grant Funds (whether advance or scheduled) are subject to the restrictions set forth by the External Sign-Off Provisions of this paragraph 41.3. Upon receipt of all required sign-offs, the Grantor's Accounting Division will be notified of authorization to disburse Grant Funds in accordance with the disbursement method indicated herein.

41.4. Prevailing Wage Act Compliance. The work to be performed under this Agreement is subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*). Grantee shall comply with all requirements of the Prevailing Wage Act, including but not limited to: (a) inserting into all contracts for construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the project shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract and (b) all required reporting and documentation.

41.5. Compliance with Illinois Works Jobs Program Act. Grantee must comply with requirements in the Illinois Works Jobs Program Act (30 ILCS 559/Art. 20). For Awards with an estimated total project cost of \$500,000 or more, the Grantee will be required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules (see 14 Ill. Admin. Code Part 680). The "estimated total project cost" is a good faith approximation of the costs of an entire project being paid for in whole or in part by appropriated capital funds to construct a public work. Grantee must submit a Budget Supplement Form (available on the Grantor's website) to the Grantor within ninety (90) days of the execution of this Award. The goal of the Illinois Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. Grantee is permitted to seek from the Grantor a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20(b). The Grantee must ensure compliance for the life of the entire project, including during the term of the Award and after the Term ends, if applicable, and will be required to report on and certify its compliance.



41.6. Compliance with Business Enterprise Program. If applicable to this Grant, Grantee acknowledges that it is required to comply with the Business Enterprise Program for Minorities, Females, and Persons with Disabilities Act ("BEP") (30 ILCS 575/0.01 *et seq.*), which establishes a goal for contracting with businesses that have been certified as owned and controlled by persons who are minority, female or who have disabilities. Grantee shall maintain compliance with the BEP Utilization Plan submitted in conjunction with the Agreement and shall comply with all reporting requirements.

41.7. Compliance with the Employment of Illinois Workers on Public Works Act. Grantee acknowledges that it is required to comply with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 *et seq.*) (the "Act"), which provides that whenever there is a period of excessive unemployment in Illinois (as defined by the Act), if the Grantee is using Grant Funds for (1) constructing or building any public works, or (2) performing the clean-up and on-site disposal of hazardous waste for the State of Illinois or any political subdivision of the State, then the Grantee shall employ at least 90% Illinois laborers on such project. Illinois laborers refers to any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident. Grantee may receive an exception from this requirement by submitting a request and supporting documents certifying that Illinois laborers are either not available or are incapable of performing the particular type of work involved. The certification must: (a) be submitted to the grant manager within the first quarter of the Award Term; (b) provide sufficient support that demonstrates the exception is met; (c) be signed by an authorized signatory of the Grantee; and (d) be approved by the grant manager. In addition, every contractor on a public works project or improvement or hazardous waste clean-up and on-site disposal project in this State may place on such work no more than 3 (or 6 in the case of a hazardous waste clean-up and on-site disposal project) of the contractor's regularly employed non-resident executive and technical experts.

## ARTICLE XLII BOND FUNDED GENERAL GRANT PROVISIONS


42.1. Bond Funded General Grant Provisions. It is the intent of the State that all or a portion of the costs of this Project will be paid or reimbursed from the proceeds of tax-exempt bonds subsequently issued by the State.

# Follow Up

Town of Cortland - Inclusive Play

Process: Spring 2023 Community Needs Grant

  Public Profile

 Collaborate 0

Contact Info

Request

Documents

## Applicant:

Brandy Williams  
engineer@cortlandil.org  
(815) 756-9041  
PO Box 519 59 S. Somonauk Road  
Cortland, IL 60112 United States




## Organization:

Town of Cortland  
37-0993176  
(815) 756-9041  
59 S. Somonauk Road PO Box 519  
Cortland, IL 60112 United States



Contact Email History


 If your organization information does not appear correct, please contact the funder. Thank you.


 Application

 Follow Up

 FollowUp Packet

 Question List

 Due by 05/10/2023 11:59 PM CDT.

 Fields with an asterisk (\*) are required.

### Application Information

#### Project Name

Town of Cortland - Inclusive Play

#### Grant Purpose in Grant Agreement

The intended purpose of the grant.

to purchase inclusive playground equipment

458 characters left of 500

#### Comments from the Grants Committee to Grantee

1,000 characters left of 1,000

#### Amount Awarded

\$ 19,200.00

### Grant Agreement

**THIS AGREEMENT DETAILS THE RESPONSIBILITIES OF THE DEKALB COUNTY COMMUNITY FOUNDATION (FOUNDATION) AND YOUR ORGANIZATION (GRANTEE), AND THE TERMS AND CONDITIONS OF THE GRANT.**

Completing this **Grant Agreement** and the future Grant Report are important steps in the grant process. The Grant Report provides an assessment and accounting of this grant and provides a tool by which the Foundation can monitor the effectiveness of a grant in relation to the stated goals. Grantees are asked to complete a Grant Report, which is due approximately **ten months** from the Grant Award Notification. A reminder will be sent two weeks prior to the Grant

Report deadline.

Item 5.

#### RIGHT TO REQUEST RETURN\*

If the Foundation deems that funds were not used for the intended purpose, were inappropriately used, or were not utilized within one year of this signed agreement, the Foundation reserves the right to request the return of grant funds in whole or in part.

☒ I Agree to the Above

#### PROJECT CONTROL\*

In accepting this grant, the Grantee and the Foundation acknowledge that the grant shall not result in or be construed as providing the Foundation with any right to control or direct the details, manner, or means of activities by the grantee. Further, the grant shall not create or be construed to give rise to a partnership, joint venture, or agency relationship between the Foundation and the Grantee.

☒ I Agree to the Above

#### PUBLIC RECOGNITION\*

The DeKalb County Community Foundation requests recognition on publicity, printed materials, and social media related to this project when promoting the program. A downloadable file of the Foundation's logos and initiative logos can be found on the website.

☒ I Agree to the Above

#### GRANT REPORT\*

The Grantee will complete a Grant Report approximately ten months after receiving the Grant Award Notification to document how the grant funds were used, the impact of the project, and other details. A reminder will be sent two weeks prior to the Grant Report deadline.

☒ I Agree to the Above

#### Nondiscrimination Policy\*

No person in the United States shall, on the basis of actual or perceived race, creed, color, ethnicity, national origin, religion, sex and gender identity, sexual orientation, gender expression, age, physical or mental ability, pregnancy, veteran status, military obligations, marital or parental status, political affiliation, or any other improper criterion be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available by the Community Foundation, and any other program or activity funded in whole or in part with funds appropriated for grants, cooperative agreements, and other assistance administered by the Community Foundation.

☒ I Agree to the Above

#### SIGNATURE

The Undersigned, hereby assures the DeKalb County Community Foundation that, upon receipt of this grant, the funds will be used for the purpose as stated in the Grant Award Notification.

**By entering data into the next three (3) fields calling for insertion of Name, Title, and Date, you are:**

- (1) Representing that you are an officer or other agent for the Grantee duly authorized to enter into legally binding agreements on behalf of the Grantee.
- (2) Agreeing to submit this Grant Agreement in an electronic form on behalf of the Grantee which shall be bound by its contents as an electronic transaction.
- (3) Agreeing that your insertion of data into these following fields constitutes an electronic signature.

#### Authorized Signature:\*


Mark Pietrowski

#### Title:\*

Mayor

#### Date:\*

05/09/2023

 Due by 05/10/2023 11:59 PM CDT.

Save Follow Up

Submit Follow Up

**TOWN OF CORTLAND  
DEKALB COUNTY, ILLINOIS**

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**TOWN OF CORTLAND  
ORDINANCE NO. 2023-\_\_**

**AN ORDINANCE AMENDING TITLE 6, "MOTOR VEHICLES AND TRAFFIC,"  
CHAPTER 3, "TRAFFIC SCHEDULES," SECTION 2, "SPEED LIMITS,"  
TO THE CORTLAND TOWN CODE**

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**ADOPTED BY THE  
MAYOR AND BOARD OF TRUSTEES  
OF THE TOWN OF CORTLAND**

**This \_\_ day of \_\_\_\_, 2023**

**Effective date: \_\_\_\_, 2023**

Published in pamphlet form by the authority of the Mayor and Board of Trustees of the Town of Cortland, DeKalb County, Illinois, this \_\_\_\_ day of \_\_\_\_, 2023

**ORDINANCE NO. 2023-\_\_**

**AN ORDINANCE AMENDING TITLE 6, “MOTOR VEHICLES AND TRAFFIC,”  
CHAPTER 3, “TRAFFIC SCHEDULES,” SECTION 2, “SPEED LIMITS,”  
TO THE CORTLAND TOWN CODE**

**WHEREAS**, the Board of Trustees of the Town of Cortland, Illinois, has determined that it is in the best interest and welfare of the citizens of the Town of Cortland to modify the provisions of Title 6, “Motor Vehicles and Traffic,” Chapter 3, “Traffic Schedules,” Section 2, “Speed Limits” within the Town.

**NOW THEREFORE BE IT ORDAINED** by the Board of Trustees of the Town of Cortland, Illinois, as follows:

Section 1. That Title 6, “Motor Vehicles and Traffic,” Chapter 3, “Traffic Schedules,” Section 2, “Speed Limits” of the Town Code shall be amended by deleting the Section in its entirety and replacing it with the following:

**6-3-2. - Speed limits.**

- A. *Residential Districts*: Unless otherwise designated herein, the speed limit on streets within the Residential Districts within the town shall be twenty-five (25) miles per hour.
- B. *Alleys*: Unless otherwise designated herein, the speed limit on alleys within the town shall be ten (10) miles per hour.
- C. *Thirty Miles Per Hour*: On the following roads, speed limits shall be thirty (30) miles per hour:

Road:	Direction of Traffic:
Cortland Center Road: Loves Road to the East Town limit	eastbound and westbound
Loves Road: Route 38 to West Pine Avenue	northbound and southbound
Somonauk Road: South Town limit to West Stonegate Avenue	northbound and southbound

**D. Forty-Five Miles Per Hour:**

Road:	Direction of Traffic:
North Avenue: Prairie Street to Airport Road	eastbound and westbound
Somonauk Road: West Stonegate Avenue to Barber Greene Road	northbound and southbound

**Section 2. Severability and Repeal of Inconsistent Ordinances.** If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance. All Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**Section 3. Effective Date.** This Ordinance shall be in full force and effect to after its passage and publication as provided by law.

**PASSED BY THIS BOARD OF TRUSTEES** of the Town of Cortland, Illinois, at a regular meeting thereof held on the \_\_\_\_ day of \_\_\_\_\_, 2023, and approved by me as Mayor on the same day.

AYE:

NAY:

ABSENT:

\_\_\_\_\_  
Mark Pietrowski, Mayor

**ATTEST:**

\_\_\_\_\_  
Cheryl Aldis, Town Clerk



# Illinois Department of Transportation

Office of Highways Project Implementation / Region 2 / District 3  
700 East Norris Drive / Ottawa, Illinois 61350-1628

May 11, 2023

Mayor Mark Pietrowski  
59 S. Somonauk Rd.  
P.O. Box 519  
Cortland, IL 60112-0519

Temporary Use Permit  
FAS 96, Somonauk Road, Cortland, IL  
DeKalb County  
Project No. P-30-010-14  
Re: Remediation of Orphaned Tanks

Dear Mayor Pietrowski:

The Illinois Department of Transportation has previously removed orphaned or abandoned underground storage tanks located in the right of way of Somonauk Road in Cortland, Illinois, and is completing remediation in accordance with IEPA regulations. This continued remediation will require a Temporary Use Permit from the Town of Cortland to grant the Department of Transportation permission to enter the property.

The Temporary Use Permit will allow the Department to enter the area in question to perform soil sample test borings and soil vapor sampling as a follow-up to the 2009 excavation of this area.

The Temporary Use Permit will expire on December 31, 2026, or upon completion of this project, whichever is sooner.

We are requesting the proposed Temporary Use Permit enclosed with this correspondence be signed and returned to our office at your earliest convenience in order to move this project forward.

If you have any questions, please contact Mindy Colby of this office at (815) 434-8442 or by email at [Melinda.Colby@illinois.gov](mailto:Melinda.Colby@illinois.gov).

Thank you for your continued cooperation in this remediation project.

Sincerely,

Masood Ahmad, P.E.  
Region Two Engineer

A handwritten signature in black ink, appearing to read 'Thomas J. Magolan'.

By: Thomas J. Magolan, P.E.  
Land Acquisition Engineer

cc: Roger Rynke

Owner TOWN OF CORTLAND  
 Route FAS 96  
 Section Cortland  
 County DeKalb  
 Project No. P-30-010-14  
 Parcel No. 2  
 P.I.N. No. 09-29-202-002  
               09-29-202-003  
 Contract No. 172-027

### **TEMPORARY USE PERMIT**

The undersigned, TOWN OF CORTLAND, of the County of DeKalb and State of Illinois, for and in consideration of the sum of One Dollar (\$1.00), in hand paid, the receipt of which is hereby acknowledged, hereby represents that they own the fee simple title to and hereby permit and license the People of the State of Illinois, Department of Transportation, to enter upon the following described land for the purpose of soil excavation in connection with remediation of lands contaminated by leaking underground storage tanks in Cortland, Illinois.

That part of Lot 2, of Block 11 of the Town of Cortland described as follows: Commencing at a point 25 feet north of the southwest corner of said lot and running thence north 21 feet on the west line of said lot; thence east parallel to the south line of said lot, to the alley; thence south on the east line of said lot, 21 feet; thence west, parallel to the south line of said lot 156.0 feet to the point of beginning.

Also, the south 25 feet of lot 2, block 11 in the original village of Cortland, according to the plat thereof recorded in Book "A" of plats, page 9, on May 1, 1855, situated in Dekalb County, Illinois

The right, easement and privilege granted herein shall terminate December 31, 2026, or on the completion of the proposed project, whichever is the sooner.

The Grantor, without limiting those rights above granted and conveyed, does hereby acknowledge that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the above-described premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.



IN WITNESS WHEREOF, the Grantor has hereunder set their hand this \_\_\_\_\_ day  
of \_\_\_\_\_, 2023.

By: _____ <div style="text-align: center; margin-top: -10px;">Signature</div> <div style="text-align: center;">Cheryl Aldis, Clerk</div> <div style="text-align: center; margin-top: -10px;">Print Name</div>	By: _____ <div style="text-align: center; margin-top: -10px;">Signature</div> <div style="text-align: center;">Mark Pietrowski, Mayor</div> <div style="text-align: center; margin-top: -10px;">Print Name</div>
---	--

State of Illinois                                 )  
   ) ss.  
 County of DeKalb                                 )

I, \_\_\_\_\_, a Notary Public, in and for said County and State aforesaid, do hereby certify that Mark Pietrowski, Mayor, and Cheryl Aldis, Clerk, of the Town of Cortland, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Mayor and Clerk, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as their free and voluntary act, and as the free and voluntary act of said Town of Cortland for the uses and purposes therein set forth pursuant to authority given by the Town Board of said Town of Cortland.

Given under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

This instrument was prepared by and return to:

Illinois Department of Transportation  
 700 East Norris Drive  
 Ottawa, IL 61350  
 Attn: Land Acquisition



May 10, 2023

**TESTING SERVICE CORPORATION**

**Local Office**

650 North Peace Road, Suite D, DeKalb, IL 60115  
P: 815.748.2100 • F: 815.748.2110

**Corporate Office**

360 South Main Place, Carol Stream, IL 60188-2404  
630.462.2600

Ms. Brandy Williams, P.E.  
Town of Cortland  
59 South Somonauk Road  
Cortland, IL 60112

RE: P.N. 70,977  
Construction Material Engineering  
IDOT Contract 87772  
Sec. 21-00008-00-RS  
Route FAU 5363 (Somonauk Road)  
Job No. CR2A-892  
Cortland, IL

Dear Ms. Williams, P.E.:

Testing Service Corporation (TSC) is pleased to submit this proposal to provide the Construction Material Engineering for the referenced project. The broad objectives of our work will be to conduct and interpret tests, and to report our findings as directed by Town of Cortland.

TSC is staffed and equipped to provide any of the following services that may be ordered by you:

- **Field Quality Assurance Services**
  - Observe proof-rolling operations.
  - Recommend amount of undercut using IDOT cone penetrometer procedure.
  - Perform in-place density tests on engineered fill/backfill and granular base course.
  - Test plastic concrete for slump, air content, temperature, unit weight and cast test cylinders.
  - Establish rolling pattern for bituminous concrete pavement mix with nuclear density gauge.
  - Pickup samples in the field for laboratory tests.
- **Bituminous Concrete Batch Plant Quality Assurance Services**
  - Daily hot bin and extraction analysis.
  - Sampling and testing of stockpile materials.
  - Check and adjust mixing formulas, as necessary.
  - Check temperatures of bitumen, drum and final mix.
  - Mold Marshall samples and check for stability and flow or determine density of Prepared (HMA) specimen by means of Gyratory Compactor.
  - Other tests as required by current IDOT procedures guide.
- **Portland Cement Concrete Batch Plant Quality Assurance Services**
  - Verify that current IDOT mix design is being used.
  - Check moisture content of fine aggregate.
  - Perform sieve analysis on stockpiled materials, as required by IDOT criteria.
  - Check the slump, air and temperature of final mix.
  - Other tests, as required by current IDOT procedure guide.

- **Laboratory**
  - Perform laboratory compaction curve for each soil type used.
  - Determine density and thickness for core samples submitted by contractor.
  - Aggregate gradation and soundness analysis.
  - Perform compressive and flexural strength tests for concrete cylinders and beams.
  - Other tests, as required.
- **QA Manager Services**
  - Review test results performed by our technicians in accordance with IDOT specification.
  - Monitor and schedule site visits to test 20% of the total quantities for HMA and PCC mixes.
  - Complete the necessary paperwork for PCC and HMA testing and electronically submit them to IDOT and your office.

TSC's field technicians are represented by Local 150 of the International Union of Operating Engineers. Supervision of the testing, observation, and reporting is provided by a Registered Professional Engineer. Reports will generally be issued on a weekly basis as work progresses. Invoices will be issued monthly, subsequent to the reporting period.

A budget amount of Four Thousand Dollars (\$4,000.00) is recommended for your project. This estimate is based on a review of plans and specifications provided by Town of Cortland and prior experience on similar projects. TSC's itemized estimate is included in the "Assumptions and Estimated Fee" portion of this proposal. Factors such as weather and contractor efficiency and deviations from minimum testing and observation requirements may significantly impact the CME budget. Our fee is further subject to this proposal being accepted by you on or before December 31, 2023.

The Services performed by TSC under this proposal are now subject to prevailing wage regulations under Illinois law. Prevailing wage rates are established in June by the State of Illinois. Should the established wage be changed between the time of this proposal and the time of work, it will be necessary to revise this proposal so that the rates required by law are properly reflected. Prevailing wage categories are defined as follows:

Material Tester I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

Material Tester II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete and concrete and asphalt batch plants, adjusting proportions of bituminous mixtures.

TSC's fees include TSC's services being performed subject to the attached General Conditions which are incorporated herein. Unless we receive written instructions to the contrary, invoices will be sent to:

Ms. Brandy Williams, P.E.  
Town of Cortland  
59 South Somonauk Road  
Cortland, IL 60112  
Tel: (815) 756-9041  
Email: [engineer@cortlandil.org](mailto:engineer@cortlandil.org)

When completing the attached project data form, kindly indicate who is to receive copies of TSC's report and other project data.

Your consideration of our proposal is appreciated. We look forward to being of service to you on this project.

Respectfully Submitted,

TESTING SERVICE CORPORATION



Timothy M. Muszynsky, P.E.  
DeKalb Branch Manager

Enc: General Conditions  
Project Data Sheet

Approved and accepted for \_\_\_\_\_ by:

\_\_\_\_\_  
(NAME)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(DATE)

## SCHEDULE OF FEES

### CONSTRUCTION MATERIALS ENGINEERING SERVICES

#### ITEM I      FIELD SERVICES

- |    |                               |                     |
|----|-------------------------------|---------------------|
| A. | Material Tester I             | Per Hour: \$ 117.00 |
| B. | Material Tester II            | Per Hour: \$ 120.00 |
| C. | Transportation, Light Vehicle | Per Trip: \$ 60.00  |

The time is portal-to-portal from the office servicing the project.  
 Increase hourly rate by 1.5 for over 8.0 hours per day on Saturday.  
 Increase hourly rate by 1.7 for Sunday or Holiday work.  
 The minimum trip charge for 0 to 4 hours is four (4) hours and for  
 4 to 8 hours is eight (8) hours Monday through Friday and eight (8)  
 hours on Saturday and Sunday.

Engineering services for summary report preparation are invoiced  
 at the Graduate Engineer Rate.

- |    |   |                     |
|----|---|---------------------|
| D. | Use of Nuclear Moisture/Density Gauge   | Per Day: \$ 50.00   |
| E. | Pickup Concrete Test Samples  |                     |
|    | 1. Fewer than 20 Cylinders at Grade Level   | Per Trip: \$ 100.00 |
|    | 2. 20 or more Cylinders or Cylinders in Basement or on<br>Elevated Deck or Concrete Beams | Per Trip: \$ 150.00 |
| F. | Structural Steel Test Equipment   |                     |
|    | 1. Ultrasonic Flaw Detector   | Per Day: \$ 50.00   |
|    | 2. Magnetic Particle Yoke   | Per Day: \$ 35.00   |
| G. | Fire-Proofing   |                     |
|    | 1. Cohesion Test Supplies   | Per Day: \$ 60.00   |
|    | 2. Density Test   | Each: \$ 45.00      |

#### ITEM II      LABORATORY SERVICES

##### A. Soils

- |    |  |                 |
|----|--|-----------------|
| 1. | Compaction Curve to establish the Maximum Dry Unit<br>weight and optimum water content |                 |
|    | a. Modified (AASHTO T180, ASTM D1557)  | Each: \$ 250.00 |
|    | b. Standard (AASHTO T99, ASTM D698)  | Each: \$ 225.00 |

c. Add for Methods B, C, or D	Each: \$	20.00
2. Thin-Walled Tube Samples		
a. Combined Water Content & Dry Unit Weight Determination	Each: \$	20.00
b. Unconfined Compressive Strength	Each: \$	20.00
B. Portland Cement Concrete/Aggregates		
1. Concrete Test Cylinders (4"x8")		
a. Compressive Strength	Each: \$	16.00
b. Spares/Handling Charge	Each: \$	16.00
c. Trim End of Specimen When Necessary	Additional: \$	10.00
2. Concrete Test Cylinders (6"x12")		
a. Compressive Strength	Each: \$	19.00
b. Spares/Handling Charge	Each: \$	19.00
c. Trim End of Specimen When Necessary	Additional: \$	10.00
3. Concrete Beams for Flexural Strength Testing	Each: \$	50.00
4. Mortar Cubes		
a. Compressive Strength	Each: \$	19.00
b. 2" Cube Mold	Per Day: \$	8.00
5. Contractor Made Cylinders	Each: \$	30.00
a. Trim End of Specimen When Necessary	Additional: \$	10.00
6. Evaluation of Mortars for Plain & Reinforced Masonry		
a. Pre-Construction	Each: \$	350.00
b. Cement/Aggregate Ratio	Each: \$	50.00
7. Masonry Block Prisms	Each: \$	50.00
8. Sieve Analysis		
a. Washed w/200 Sieve	Each: \$	100.00
b. Unwashed	Each: \$	75.00
C. Bituminous Concrete		
1. Extraction Analysis		
a. Unwashed	Each: \$	225.00
b. Washed	Each: \$	250.00
2. Compaction of Bituminous Mixture by Gyratory Methods and Bulk Specific Gravity Test	Set of Two \$	225.00
3. Theoretical Maximum Specific Gravity of Paving Mixture	Each: \$	100.00

- |  |                 |
|--|-----------------|
| 4. Determining Asphalt Content by Ignition Oven:                         | Each: \$ 125.00 |
| 5. Determining Asphalt Content by Ignition Oven<br>and Washed Gradation: | Each: \$ 200.00 |
| 6. Bulk Density of Core Specimens  | Each: \$ 50.00  |

ITEM III     CONSULTATION AND REPORT PREPARATION

- |  |                       |
|--|-----------------------|
| A. Registered Professional Engineer, Principal | Per Hour: \$ 200.00   |
| B. Registered Professional Engineer            | Per Hour: \$ 175.00   |
| C. Graduate Civil Engineer                     | Per Hour: \$ 160.00   |
| D. Daily Engineering Services                  | Per Hour: \$ 160.00   |
| E. Transportation                              |                       |
| 1. Light Vehicle                               | Trip Charge: \$ 60.00 |
| 2. Light Vehicle (Over 100 miles round trip)   | Per Mile: \$ 0.60     |
| 3. Public Transportation                       | Cost + 10%            |

The above rates are valid through December 31, 2023.

### ASSUMPTIONS & ESTIMATED FEE

The following estimate is based on our current cost structure.

Bituminous Concrete/Field					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Material Tester I	Hour	20	117.00	\$ 2,340.00
2	Material Tester I (Overtime)	Hour	0	175.00	\$ 0.00
3	Travel, Light Vehicle	Trip	3	60.00	\$ 180.00
4	Pickup Test Samples	Each	0	100.00	\$ 0.00
5	Nuclear Moisture Density Gauge	Day	3	50.00	\$ 150.00
6	Bituminous Concrete Extraction Analysis	Each	1	225.00	\$ 225.00
7	Compaction of Bituminous Mixture by Gyratory Methods and Bulk Specific Gravity Test	Set of Two	1	225.00	\$ 225.00
8	Density of Core Samples	Each	0	50.00	\$ 0.00
Subtotal					\$ 3,120.00

Estimate Basis – 2 days @ 8 hours and 1 day @ 4 hours to observe and test compaction of bituminous concrete surface course and to obtain split samples of mixture for laboratory analysis.

Project Coordination & Report Preparation					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Project Engineer	Hour		175.00	\$ 0.00
2	QA Manager	Hour	3.5	160.00	\$ 560.00
Subtotal					\$ 560.00

TSC's base fee schedule includes up to three copies of each report.

Estimated Total: \$ 3,680.00

RECOMMENDED BUDGET: \$ 4,000.00





## TESTING SERVICE CORPORATION

# GENERAL CONDITIONS Geotechnical and Construction Services

Item 8.

**1. PARTIES AND SCOPE OF WORK:** If Client is ordering the services on behalf of another, Client represents and warrants that Client is the duly authorized agent of said party for the purpose of ordering and directing said services, and in such case the term "Client" shall also include the principal for whom the services are being performed. Prices quoted and charged by TSC for its services are predicated on the conditions and the allocations of risks and obligations expressed in these General Conditions. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by Client are adequate and sufficient for Client's intended purpose. Unless otherwise expressly assumed in writing, TSC's services are provided exclusively for client. TSC shall have no duty or obligation other than those duties and obligations expressly set forth in this Agreement. TSC shall have no duty to any third party. Client shall communicate these General Conditions to each and every party to whom the Client transmits any report prepared by TSC. Ordering services from TSC shall constitute acceptance of TSC's proposal and these General Conditions.

**2. SCHEDULING OF SERVICES:** The services set forth in this Agreement will be accomplished in a timely and workmanlike manner. If TSC is required to delay any part of its services to accommodate the requests or requirements of Client, regulatory agencies, or third parties, or due to any cause beyond its reasonable control, Client agrees to pay such additional charges, if any, as may be applicable.

**3. ACCESS TO SITE:** TSC shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as a result of its services or the use of its equipment; however, TSC has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires TSC to restore the site to its former condition, TSC will, upon written request, perform such additional work as is necessary to do so and Client agrees to pay to TSC the cost thereof plus TSC's normal markup for overhead and profit.

**4. CLIENT'S DUTY TO NOTIFY ENGINEER:** Client represents and warrants that Client has advised TSC of any known or suspected hazardous materials, utility lines and underground structures at any site at which TSC is to perform services under this Agreement. Unless otherwise agreed in writing, TSC's responsibility with respect to underground utility locations is to contact the Illinois Joint Utility Locating Information for Excavators for the location of public, but not private, utilities.

**5. DISCOVERY OF POLLUTANTS:** TSC's services shall not include investigation for hazardous materials as defined by the Resource Conservation Recovery Act, 42 U.S.C. § 6901, et. seq., as amended ("RCRA") or by any state or Federal statute or regulation. In the event that hazardous materials are discovered and identified by TSC, TSC's sole duty shall be to notify Client.

**6. MONITORING:** If this Agreement includes testing construction materials or observing any aspect of construction of improvements, Client's construction personnel will verify that the pad is properly located and sized to meet Client's projected building loads. Client shall cause all tests and inspections of the site, materials and work to be timely and properly performed in accordance with the plans, specifications, contract documents, and TSC's recommendations. No claims for loss, damage or injury shall be brought against TSC unless all tests and inspections have been so performed and unless TSC's recommendations have been followed.

TSC's services shall not include determining or implementing the means, methods, techniques or procedures of work done by the contractor(s) being monitored or whose work is being tested. TSC's services shall not include the authority to accept or reject work or to in any manner supervise the work of any contractor. TSC's services or failure to

perform same shall not in any way operate or excuse any contractor from the performance of its work in accordance with its contract. "Contractor" as used herein shall include subcontractors, suppliers, architects, engineers and construction managers.

Information obtained from borings, observations and analyses of sample materials shall be reported in formats considered appropriate by TSC unless directed otherwise by Client. Such information is considered evidence, but any inference or conclusion based thereon is, necessarily, an opinion also based on engineering judgment and shall not be construed as a representation of fact. Subsurface conditions may not be uniform throughout an entire site and ground water levels may fluctuate due to climatic and other variations. Construction materials may vary from the samples taken. Unless otherwise agreed in writing, the procedures employed by TSC are not designed to detect intentional concealment or misrepresentation of facts by others.

**7. DOCUMENTS AND SAMPLES:** Client is granted an exclusive license to use findings and reports prepared and issued by TSC and any sub-consultants pursuant to this Agreement for the purpose set forth in TSC's proposal provided that TSC has received payment in full for its services. TSC and, if applicable, its sub-consultant, retain all copyright and ownership interests in the reports, boring logs, maps, field data, field notes, laboratory test data and similar documents, and the ownership and freedom to use all data generated by it for any purpose. Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of TSC's report.

**8. TERMINATION:** TSC's obligation to provide services may be terminated by either party upon (7) seven days prior written notice. In the event of termination of TSC's services, TSC shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses. The terms and conditions of these General Conditions shall survive the termination of TSC's obligation to provide services.

**9. PAYMENT:** Client shall be invoiced periodically for services performed. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to in writing for valid cause within sixty (60) days at the rate of twelve (12%) per annum (or the maximum interest rate permitted by applicable law, whichever is the lesser) until paid and TSC's costs of collection of such accounts, including court costs and reasonable attorney's fees.

**10. WARRANTY:** TSC's professional services will be performed, its findings obtained and its reports prepared in accordance with these General Conditions and with generally accepted principles and practices. In performing its professional services, TSC will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession. In performing physical work in pursuit of its professional services, TSC will use that degree of care and skill ordinarily used under similar circumstances. This warranty is in lieu of all other warranties or representations, either express or implied. Statements made in TSC reports are opinions based upon engineering judgment and are not to be construed as representations of fact.

Should TSC or any of its employees be found to have been negligent in performing professional services or to have made and breached any express or implied warranty, representation or contract, Client, all parties claiming through Client and all parties claiming to have in any way relied upon TSC's services or work agree that the maximum aggregate amount of damages for which TSC, its officers, employees and agents shall be liable is limited to \$50,000 or the total amount of the fee paid to TSC for its services performed with respect to the project, whichever amount is greater.

In the event Client is unwilling or unable to limit the damages for which TSC may be liable in accordance with the provisions set forth in the preceding paragraph, upon written request of Client received within five days of Client's acceptance of TSC's proposal together with payment of an additional fee in the amount of 5% of TSC's estimated cost for its services (to be adjusted to 5% of the amount actually billed by TSC for its services on the project at time of completion), the limit on damages shall be increased to \$500,000 or the amount of TSC's fee, whichever is the greater. This charge is not to be construed as being a charge for insurance of any type, but is increased consideration for the exposure to an award of greater damages.

**11. INDEMNITY:** Subject to the provisions set forth herein, TSC and Client hereby agree to indemnify and hold harmless each other and their respective shareholders, directors, officers, partners, employees, agents, subsidiaries and division (and each of their heirs, successors, and assigns) from any and all claims, demands, liabilities, suits, causes of action, judgments, costs and expenses, including reasonable attorneys' fees, arising, or allegedly arising, from personal injury, including death, property damage, including loss of use thereof, due in any manner to the negligence of either of them or their agents or employees or independent contractors. In the event both TSC and Client are found to be negligent or at fault, then any liability shall be apportioned between them pursuant to their pro rata share of negligence or fault. TSC and Client further agree that their liability to any third party shall, to the extent permitted by law, be several and not joint. The liability of TSC under this provision shall not exceed the policy limits of insurance carried by TSC. Neither TSC nor Client shall be bound under this indemnity agreement to liability determined in a proceeding in which it did not participate represented by its own independent counsel. The indemnities provided hereunder shall not terminate upon the termination or expiration of this Agreement, but may be modified to the extent of any waiver of subrogation agreed to by TSC and paid for by Client.

**12. SUBPOENAS:** TSC's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay TSC pursuant to TSC's then current fee schedule for any TSC employee(s) subpoenaed by any party as an occurrence witness as a result of TSC's services.

**13. OTHER AGREEMENTS:** TSC shall not be bound by any provision or agreement (i) requiring or providing for arbitration of disputes or controversies arising out of this Agreement or its performance, (ii) wherein TSC waives any rights to a mechanics lien or surety bond claim; (iii) that conditions TSC's right to receive payment for its services upon payment to Client by any third party or (iv) that requires TSC to indemnify any party beyond its own negligence. These General Conditions are notice, where required, that TSC shall file a lien whenever necessary to collect past due amounts. This Agreement contains the entire understanding between the parties. Unless expressly accepted by TSC in writing prior to delivery of TSC's services, Client shall not add any conditions or impose conditions which are in conflict with those contained herein, and no such additional or conflicting terms shall be binding upon TSC. The unenforceability or invalidity of any provision or provisions shall not render any other provision or provisions unenforceable or invalid. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. In the event of a dispute arising out of or relating to the performance of this Agreement, the breach thereof or TSC's services, the parties agree to try in good faith to settle the dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to filing any demand for arbitration, or any petition or complaint with any court. Paragraph headings are for convenience only and shall not be construed as limiting the meaning of the provisions contained in these General Conditions.



## TESTING SERVICE CORPORATION

General Information: \_\_\_\_\_

Project Name: \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_

County: \_\_\_\_\_

Project Manager: \_\_\_\_\_

Email: \_\_\_\_\_

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

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

Email: \_\_\_\_\_

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

Send Invoice to: \_\_\_\_\_

Purchase Order Number: \_\_\_\_\_

Attention: \_\_\_\_\_

Company: \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_

Email: \_\_\_\_\_

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

Cell Phone: \_\_\_\_\_

IMPORTANT NOTES: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Completed by: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

## Distribute Reports as Follows:

Name: \_\_\_\_\_

Company: \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_

Email: \_\_\_\_\_

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

Cell Phone: \_\_\_\_\_

Name: \_\_\_\_\_

Company: \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_

Email: \_\_\_\_\_

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

Name: \_\_\_\_\_

Company: \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_

Email: \_\_\_\_\_

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

Name: \_\_\_\_\_

Company: \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_

Email: \_\_\_\_\_

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



# Consulting Agreement between Town of Cortland and KMF Writing and Scheduling Services

Prepared for Town of Cortland

Created by KMF Writing and Scheduling Services

## KMF Writing and Scheduling Services

This Consulting Agreement (the “Agreement”) states the terms and conditions that govern the contractual agreement between KMF Writing and Scheduling Services having its principal place of business in Cortland, Illinois (the “Contractor”), and Town of Cortland (the “Client”) who agrees to be bound by this Agreement.

WHEREAS, the Contractor offers services in the field of newsletter writing and all related tasks; and

WHEREAS, the Client desires to retain the services of the Contractor to write and design newsletters according to the terms and conditions herein.

NOW, THEREFORE, In consideration of the mutual covenants and promises made by the parties hereto, the Contractor and the Client (individually, each a “Party” and collectively, the “Parties”) covenant and agree as follows:

### 1. Term

This Agreement shall begin on July 1, 2023 and continue for four quarters, or one calendar year..

1 Either Party may terminate this Agreement for any reason with 30 days written notice to the other Party.

### 2. Contractor Services

The Contractor agrees that it shall provide its skill and expertise to the Client for all things pertaining to writing and designing newsletters (the Services). This includes:

- Newsletter design overall
- Writing articles for newsletter
- Conducting source interviews for articles
- Shooting and editing photos for articles
- Revisions to drafts as deemed necessary by either Party

### 3. Compensation

In consideration for the Consulting Services, the Client shall pay the Contractor at the rate of \$400 per quarterly newsletter, or \$1,600 for the calendar year. The Contractor shall invoice the Client once every quarter and such invoices shall be due and payable within three (3) business days of the Client’s receipt of the invoice. The Client shall pay the Contractor via paper check or electronically via direct deposit, PayPal, Zelle or Venmo.

Holidays exempt as business days for Contractor include:

- New Year’s Eve (including observed)
- New Year’s Day (including observed)
- Martin Luther King Jr. Day

- Lincoln's Birthday
- Washington's Birthday
- Casimir Pulaski Day
- Memorial Day
- Juneteenth
- U.S. Independence Day
- Labor Day
- Indigenous People's Day
- Veterans Day
- Thanksgiving Day
- Black Friday
- Christmas Eve
- Christmas Day

#### 4. Intellectual Property Rights in Work Product

The Parties acknowledge and agree that the Client will hold all intellectual property rights in any work product resulting from the Contractor including, but not limited to, copyright and trademark rights. The Contractor agrees not to claim any such ownership in such work products intellectual property at any time prior to or after the completion and delivery of such work product to the Client.

#### 5. Indemnification

The Client agrees to indemnify, defend, and protect the Contractor from and against all lawsuits and costs of every kind pertaining to the Client's business, including reasonable legal fees due to any act or failure to act by the Client based upon the Services.

#### 6. No Modification Unless in Writing

No modification of this Agreement shall be valid unless in writing and agreed upon by both Parties.

#### 7. Applicable Law

This Consulting Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of the State of Illinois and subject to the exclusive jurisdiction of the federal and state courts located in DeKalb County, Illinois..

IN WITNESS WHEREOF, each of the Parties has executed this Consulting Agreement, both Parties by its duly authorized officer, as of the day and year set forth below.

<div></div> <div>[First name]</div>	<div></div> <div>[Last name]</div>	<div></div> <div>[Title]</div>
<div></div> <div>[Date]</div>		

[Town of Cortland]

<div></div> <div>[First name]</div>	<div></div> <div>[Last name]</div>	<div></div> <div>[Title]</div>
<div></div> <div>[Date]</div>	<div></div> <div>[Signature}</div>	

PRELIMINARY EVENT CHECKLIST  
GENERAL INFORMATION GATHERING

Event Name: Touch-A-Truck  
 Event Date(s): June 17th 2023  
 Event Location: Cortland Community Park Parking Lot  
 Event Duration: 12 pm - 3:30 pm  
 Date of Board approval: \_\_\_\_\_  
 Point of Contact: Selma Saenz Phone No. 815-995-7168

Purpose and outcome:

For Community Children to see trucks  
up close and personal

Type of vendors anticipated?

Working Vehicles

Number of volunteers needed and assignments anticipated?

All Volunteers are Cortland Lions Club members  
(4-6)

Public Works level of involvement? Dates/times work for the department? ☒ / N

3 trucks -

Police Department level of involvement? Dates/times work for the department? ☒ / N

1 Squad Car

Special needs to be considered.

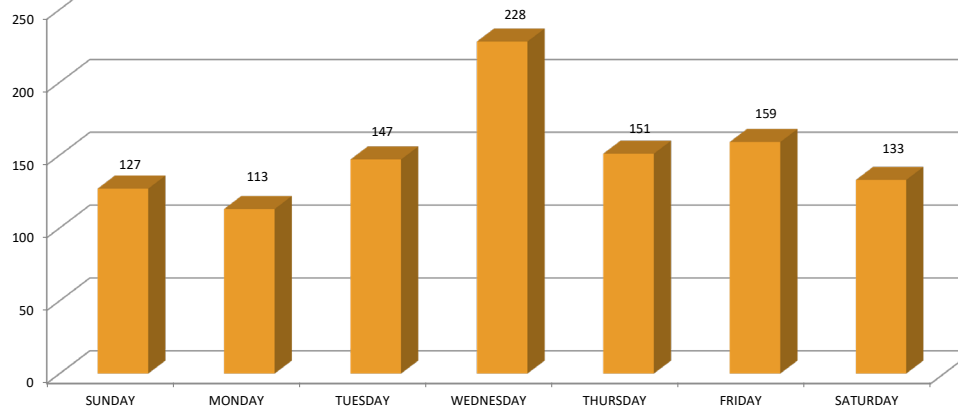
# CORTLAND POLICE DEPARTMENT 2023 (THRU MARCH)

SUMMARY	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Group A Offenses (NIBRS)	3	11	6	0	0	0	0	0	0	0	0	0	20
Mental Health Calls (NIBRS)	6	1	3	0	0	0	0	0	0	0	0	0	10
Community Contacts	88	171	48	0	0	0	0	0	0	0	0	0	307
Drug Offenses	1	0	2	0	0	0	0	0	0	0	0	0	3
Alcohol Offenses	0	0	0	0	0	0	0	0	0	0	0	0	0
Juvenile Offenses	0	0	4	0	0	0	0	0	0	0	0	0	4
Municipal Code	1	1	1	0	0	0	0	0	0	0	0	0	3
Traffic Stops	4	11	28	0	0	0	0	0	0	0	0	0	43
Warnings	4	5	10	0	0	0	0	0	0	0	0	0	19
Tickets Issued	1	2	14	0	0	0	0	0	0	0	0	0	17
Accidents	3	1	1	0	0	0	0	0	0	0	0	0	5
Criminal Arrests	1	1	4	0	0	0	0	0	0	0	0	0	6
*Warrant Arrests (# also included in Criminal Arrests)	0	2	0	0	0	0	0	0	0	0	0	0	2
Calls For Service	143	120	144	0	0	0	0	0	0	0	0	0	407
CAD Events	1,122	1049	1058	0	0	0	0	0	0	0	0	0	3,229
Case Reports	39	30	38	0	0	0	0	0	0	0	0	0	107
Parking Tickets	27	31	0	0	0	0	0	0	0	0	0	0	58
<b>Total</b>	<b>1,443</b>	<b>1,436</b>	<b>1,361</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4,240</b>

## SPECIAL SERVICES FOR MARCH

ASSIST OTHER AGENCIES	17
ASSIST MOTORISTS	3
KEYS IN CAR	3
HOUSE/BUSINESS CHECK	288
EXTRA PATROL	313
FOOT PATROL	2
SCHOOL PATROL	2
STATIONARY PATROL	108
CONCENTRATED PATROL	27
COMMUNITY CONTACT	48

## MARCH



## SQUAD CAR MILEAGE as of March 2023

VEHICLE	YEAR	MILES
Ford Explorer	2021	10433
Ford Explorer	2017	108237
Ford Taurus	2018	49884
Ford Taurus	2019	34362
Chevy Tahoe	2020	32476

## SQUAD CAR EXPENSES

(01-6200-241)

Exxon Mobil	\$80.00
DeKalb Napa	\$92.56
Communications Direct	\$226.65



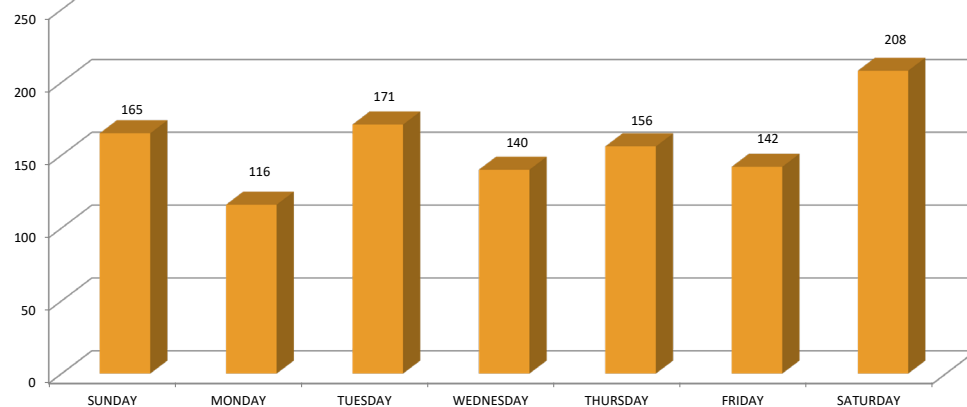
# CORTLAND POLICE DEPARTMENT 2023 (THRU APRIL)

SUMMARY	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Group A Offenses (NIBRS)	3	11	6	6	0	0	0	0	0	0	0	0	26
Mental Health Calls (NIBRS)	6	1	3	1	0	0	0	0	0	0	0	0	11
Community Contacts	88	171	48	66	0	0	0	0	0	0	0	0	373
Drug Offenses	1	0	2	1	0	0	0	0	0	0	0	0	4
Alcohol Offenses	0	0	0	0	0	0	0	0	0	0	0	0	0
Juvenile Offenses	0	0	4	1	0	0	0	0	0	0	0	0	5
Municipal Code	1	1	1	1	0	0	0	0	0	0	0	0	4
Traffic Stops	4	11	28	24	0	0	0	0	0	0	0	0	67
Warnings	4	5	10	21	0	0	0	0	0	0	0	0	40
Tickets Issued	1	2	14	10	0	0	0	0	0	0	0	0	27
Accidents	3	1	1	3	0	0	0	0	0	0	0	0	8
Criminal Arrests	1	1	4	6	0	0	0	0	0	0	0	0	12
*Warrant Arrests (# also included in Criminal Arrests)	0	2	0	0	0	0	0	0	0	0	0	0	2
Calls For Service	143	120	144	140	0	0	0	0	0	0	0	0	547
CAD Events	1,122	1049	1058	1098	0	0	0	0	0	0	0	0	4,327
Case Reports	39	30	38	35	0	0	0	0	0	0	0	0	142
Parking Tickets	27	4	0	1	0	0	0	0	0	0	0	0	32
<b>Total</b>	<b>1,443</b>	<b>1,409</b>	<b>1,361</b>	<b>1,414</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>5,627</b>

## SPECIAL SERVICES FOR APRIL

ASSIST OTHER AGENCIES	12
ASSIST MOTORISTS	05
KEYS IN CAR	04
HOUSE/BUSINESS CHECK	317
EXTRA PATROL	309
FOOT PATROL	05
SCHOOL PATROL	07
STATIONARY PATROL	111
CONCENTRATED PATROL	23
COMMUNITY CONTACT	66

## APRIL



## SQUAD CAR MILEAGE as of April 2023

VEHICLE	YEAR	MILES
Ford Explorer	2021	11183
Ford Explorer	2017	108543
Ford Taurus	2018	49884
Ford Taurus	2019	34610
Chevy Tahoe	2020	33339

## SQUAD CAR EXPENSES

(01-6200-241)

Exxon Mobil	\$57.00
DeKalb Napa	\$71.02
Communications Direct	\$226.65
3 D Auto Repair Squad '17	\$4145.00

2023 MONTHLY PERMITS ISSUED	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	Yearly Total
<b>NEW CONSTRUCTION</b>													
RESIDENTIAL	1	2	3	3									9
INDUSTRIAL / COMMERCIAL BLDG													0
SALT SHED													0
<b>REMODELING/RENOVATION</b>													
ELECTRICAL / ELEC SERVICE UPGRADE		1											1
PLUMBING			1	1									2
HVAC	4	1											5
REMODEL / REPAIR / ALTERATION													0
REPLACEMENT DOORS	1												1
REPLACEMENT WINDOWS	1	2	1	1									5
ROOF	1	1	1	3									6
ROOF OVER PORCH/BACK DOOR COVER													0
SIDING													0
ADDITION													0
RADON MITIGATION													0
<b>DEMOLITION</b>													
GARAGE													0
HOUSE													0
INDUSTRIAL / COMMERCIAL BLDG													0
OTHER													0
<b>MISCELLANEOUS</b>													
ELECTRICAL - WATER TOWER													0
FIRE ALARM SYSTEM													0
FIRE SPRINKLER SYSTEM													0
IRRIGATION SYSTEM ELECTRICAL													0
LIFT STATION													0
WATER SERVICE													0
HOT WATER HEATER													0
SEWER REPAIR													0
DUMPSTER ENCLOSURES													0
SITE GRADING	1												1
WIRELESS CELL ANTENNA													0
<b>ALL OTHER IMPROVEMENTS</b>													
AES FIRE RADIO													0
AIR CONDITIONER													0
DECK		1		1									2
DECK/PATIO - PRIVACY WALL													0
DIESEL CANOPY													0
DRIVEWAY / DRIVEWAY EXT				3									3
EXCAVATION													0
FENCE	2	2	2	7									13
FIREPLACE													0
GARAGE													0
GARAGE HEATER													0
GAS LINE FOR POOL													0
GRAVEL LOT EXTENSION													0
OUTDOOR FIREPLACE/ PATIO WALL													0
PERGOLA/GAZEBO													0
PARKING LOT NEW													0
PARKING LOT ADDITION													0
PAVING													0
POOL / HOT TUB													0
PORCH													0
RAMP													0
SHED				1									1
SIGN	1												1
SOLAR PANELS	1	1	1										3
CONCRETE STEPS/STOOP													0
STORAGE BUILDING													0
UTILITY PERMIT		1	1	1									3
WHOLE HOUSE GENERATOR				1									1
<b>TOTAL</b>	<b>13</b>	<b>12</b>	<b>10</b>	<b>22</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>57</b>

Item 11.



## **Engineering, Zoning, and Building Department Report May 2023**

- Somonauk Road: Construction is scheduled to begin July 10<sup>th</sup> and end August 7<sup>th</sup>. At least one lane will remain open at all times. The improvements are from Route 38 to North Avenue.
- Splash Pad: The first shipment of equipment has been received by the town. Initial site preparations will begin after Memorial Day weekend. The area around the shelter and at time perhaps the shelter itself may be restricted.
- Pedestrian Path: Excavation for Phase 2 of the path has begun. Phase 2 will extend from Cortland Center Road to Pine Avenue.
- NeuCort Subdivision Seal Coat: All roadways within the NeuCort Subdivision will be sealcoated this summer. This work will occur sometime between June 19<sup>th</sup> and July 26<sup>th</sup>. Once the contractor provides a more definitive schedule, notifications will be made. The Homeowners Association has been notified and will provide publication of such to the residents.



## Public Works Department Monthly Report April 2023

Listed below is a summary of the activities of the Public Works Department for April 2023

### STREETS, PROPERTIES, AND STORM SEWER

- Patched potholes as needed.
- Resumed street sweeping.
- Installed new streetlight in place of the one damaged in a traffic accident.
- Branch pick-up and chipping from storm damage
- Removed snow fence
- Replaced storm sewer lid along Cortland Center Road.
- Repaired damaged turf from snow plowing.
- Installed Flexi-Pave around the trees that are placed in the sidewalk in front of Dollar General. This eliminates the trip hazard, eliminates grates or mulch, and is permeable for continued tree growth.



Before Installation

Finished Product

## **EQUIPMENT/VEHICLE MAINTENANCE AND REPAIRS**

- Engineer #15 – Repaired Headlights
- Engineer #15 – Oil Change
- All Snow Removal Equipment Was Removed from The Truck
- 6x6 – Installed new CV axle shaft.
- 6x6 – Oil Change
- All Mowers Serviced to Begin The Season
- All Truck Over 1 Ton Went to the Test Lane.
- Truck #15 – Oil Change
- Vactor Truck Was Greased
- Truck #10 – Installed New Back Up Alarm

## **TRAINING**

- All PW staff completed IPRF suggested monthly safety training.
- Tom Pitstick is enrolled in a water operator training class.

## **WATER AND WASTEWATER**

### **GENERAL**

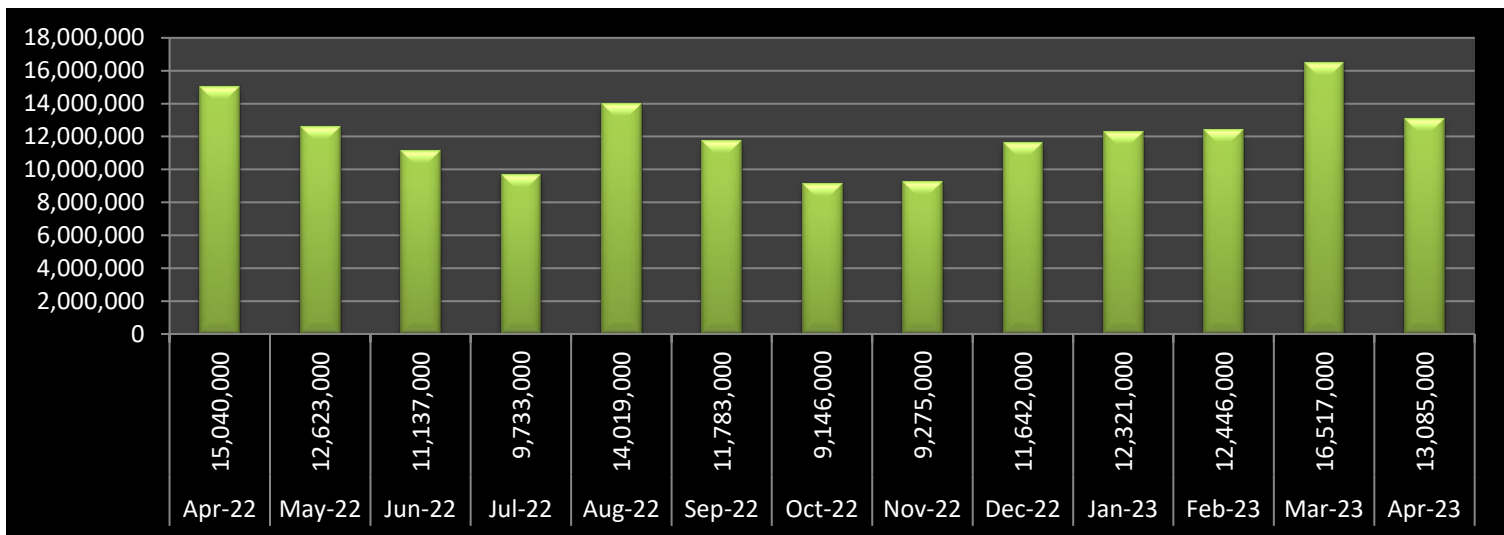
- Completed work orders for:
 

Shut-Off Service:	0
Turn On Service:	1
Final Read:	13
Courtesy Read:	2
Julie Locate Requests:	123
New Meters Installed:	2
Existing Meters Replaced with New Meters:	3
Other:	
Final Inspections:	2
Total Work Orders:	25

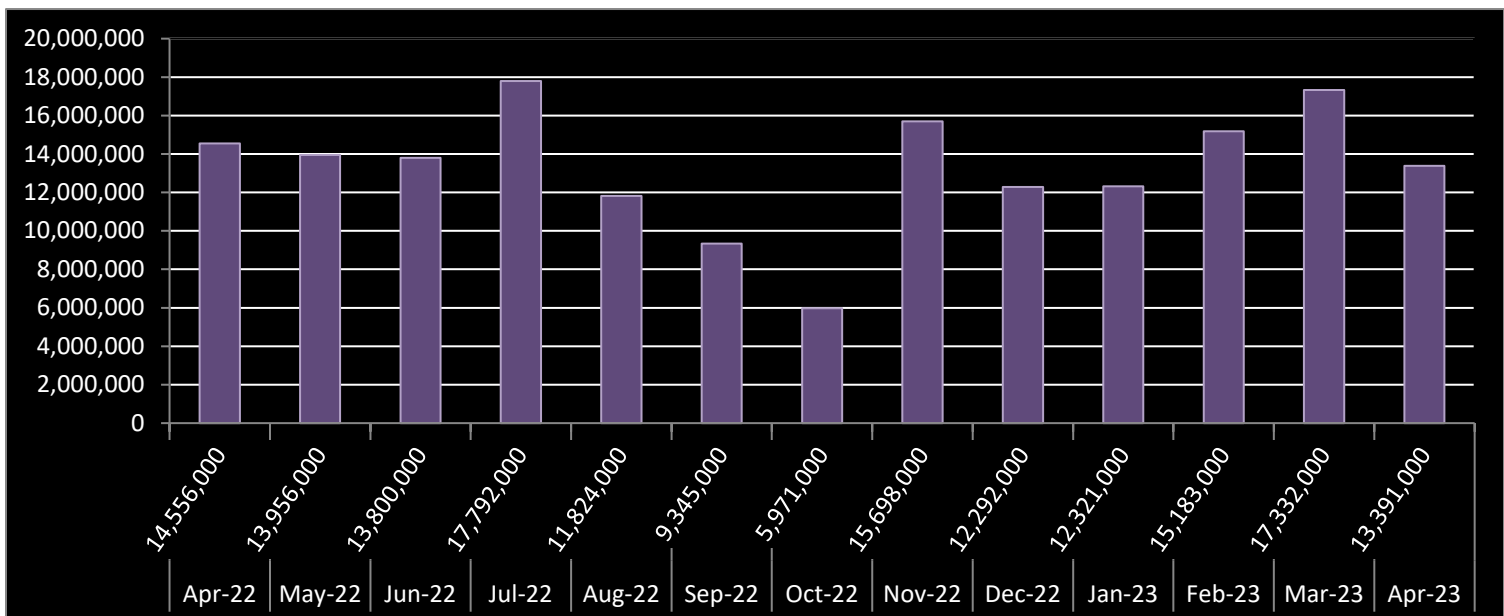
## WASTEWATER

- Approx. 13,085,000 gallons flowed into the treatment plant.
- Approx. 13,391,000 gallons were discharged.
- The Discharge Monitoring Report (DMR) was completed and filed with the IEPA.
- Completed monthly wastewater sampling.
- Completed normal sewer main jetting.
- Maintenance was completed on the turbo blower at STP.

### INFLUENT



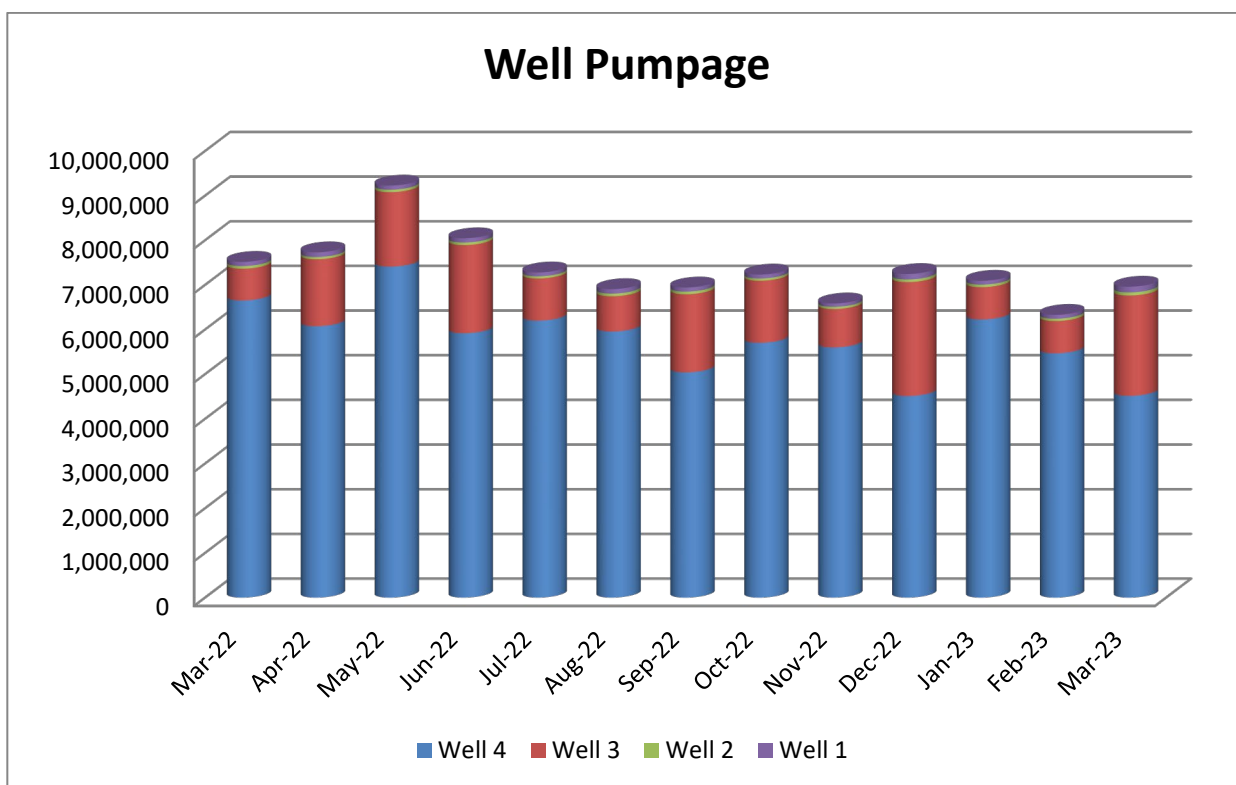
### EFFLUENT



## WATER

Item 11.

- Completed daily lab samples related to water quality. (pH, Fluoride, Chlorine, Hardness)
- Monthly chemical injection reports were complete and mailed to the IEPA.
- Completed monthly sampling.
- Completed IEPA mandated lead line service report.
- Completed the annual Consumer Confidence Report.
- Completed meter reading for utility billing.
- WRT exchanged the media in Well 4



Well 1	104,700
Well 2	58,400
Well 3	3,471,000
Well 4	3,881,300

Total pumpage of treated water from wells for April: 7,515,400