



## **Town of Cortland**

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

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

March 24, 2025 at 7:00 PM

#### **AGENDA**

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

**APPROVAL OF AGENDA**

**PUBLIC WISHING TO SPEAK**

**CONSENT AGENDA**

1. Approve Town Board Minutes of February 24, and March 10, 2025

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

2. Approve Intergovernmental Agreement for the Provision of Joint Salt Purchasing for the Town of Cortland,
3. Approve an Ordinance Authorizing the Sale of Personal Property owned by the Town of Cortland, DeKalb County, Illinois (*65 ILCS 5/11-76-4 allows for the sale of town owned surplus property including Cell Phones, Desk Phones, Misc Office Equipment: Chairs, Tablets, Personal Computers, Misc Work Equipment: Lift Station Grinder*)
4. Approve Remote Attendance Policy, as amended to include current statutory language

**COMMENTS**

**MAYOR'S REPORT**

**ADJOURNMENT**



## Town of Cortland

### Board of Trustees Town Board Meeting

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

February 24, 2025

### 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, and roll call was called showing as present Trustees Walker, Corson, Fioretto, Siewierski, Stone, and Olson. Quorum was present. Also present were Public Works Director Joel Summerhill, Police Chief Lin Dargis, Engineer/Zoning Administrator Brandy Williams, and Town Attorney Kevin Buick.

#### APPROVAL OF AGENDA

Trustee Walker moved and Trustee Corson seconded a motion to approve the agenda as presented. Unanimous voice vote carried the motion.

#### PUBLIC WISHING TO SPEAK

David Pehlke addressed the Board. He addressed the Board requesting reconsideration of allowing chickens within the Town of Cortland.

Rick Jonoutz addressed the Board stating he believes they (Cortland Flooring) are in the last steps to achieving a building permit for the new building. He stated he has been informed that the permit is ready. He is here tonight for confirmation of the TIF consideration on the agenda. He stated he appreciates the work done by all.

#### CONSENT AGENDA

1. Approve Town Board Minutes of January 27, 2025, Approve Expenditure report of December 2024, Accept Treasurer's report of December 2024

Clerk Aldis read the Consent Agenda into the record. Trustee Walker moved and Trustee Siewierski seconded a motion to approve the minutes of January 27, 2025, Approve Expenditure report of December 2024, Accept Treasurer's report of December 2024.

Roll call vote:

Yea: Trustee Stone, Trustee Siewierski, Trustee Walker, Trustee Corson, Trustee Fioretto, and Trustee Olson

Nay: None

Absent: None                      Motion carried.

#### NEW BUSINESS FOR DISCUSSION AND POSSIBLE ACTION

2. Consider a motion to accept An Ordinance Approving and Authorizing the Execution of a TIF Redevelopment Agreement By and Between The Town of Cortland and Cortland Flooring, Inc and Richard Jonutz Cortland Tax Increment Financing District

Trustee Corson moved to approve An Ordinance Approving and Authorizing the Execution of a TIF Redevelopment Agreement By and Between The Town of Cortland and Cortland Flooring, Inc and Richard Jonutz Cortland Tax Increment Financing District, seconded by Trustee Siewierski.

Approved: \_\_\_\_\_

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Ms. Williams relayed information to the Board from TIF attorney Herb Klein stating this document is crafted as a forgivable loan over five years. The Board could choose to require a promissory note or a second mortgage beyond the forgivable loan. The Board did not request additional assurances.

Roll call vote:

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

Nay: None

Absent: None

Abstaining: Trustee Stone Motion Carried

**Ord 2025-01**

3. Consider a motion to approve a Return-to-Work Policy. *This policy is a condition of our insurance carrier with regard to Workman Compensation coverage*

Trustee Olson moved to approve the Return-to-Work Policy as presented, seconded by Trustee Fioretto.

Roll call vote:

Yea: Trustee Stone, Trustee Siewierski, Trustee Walker, Trustee Corson, Trustee Fioretto, and Trustee Olson

Nay: None

Absent: None

Motion carried

**P 2025-01**

4. Consider a motion to approve the purchase of five (5) tasers, training cartridges and training in an amount not to exceed \$28,700. Payments to be made interest free over a five-year period with the first payment to be made prior to April 30, 2025; estimated amounts \$2,547 from IPRF Safety Grant Line 01-6200-492 with remaining balance allocated to Capital Outlay-Equip/Furn line 01-6200-812 *(This is an unfunded state mandate to have less than lethal devices on the officer's person. The current department equipment is outdated and cannot be replaced with the same model.)*

Trustee Siewierski moved to authorize the Mayor to enter into a contract with Axon Enterprises, Inc for the purchase of five (5) tasers, training cartridges and training in an amount not to exceed \$28,700, waiving formal bidding under 65 ILCS 5/8-9.1. Payments to be made interest free over a five-year period with the first payment to be made prior to April 30, 2025; estimated amounts \$2,547 from IPRF Safety Grant Line 01-6200-492 with remaining balance allocated to Capital Outlay-Equip/Furn line 01-6200-812, seconded by Trustee Walker.

Roll call vote:

Yea: Trustee Stone, Trustee Siewierski, Trustee Walker, Trustee Corson, Trustee Fioretto, and Trustee Olson

Nay: None

Absent: None

Motion carried

**C 2025-02**

5. Consider a motion to Approve and Authorize the Mayor to Execute a Contract with Engineering Resources Associates (ERA) for design engineering for the replacement of the Airport Road Box Culvert in the amount of \$162,582. *Funds would come from Restricted Asset lines 13-4168 in the amount of 17,091.24 and 13-4170 in the amount of \$106,953.83, and Engineering Expense line 01-6300-211 in the amount of \$38,536.93, for a total of \$162,582.*

Trustee Olson moved to Approve and Authorize the Mayor to Execute a Contract with Engineering Resources Associates (ERA) for design engineering for the replacement of the Airport Road Box Culvert in the amount of \$162,582. Funds from Restricted Asset lines 13-4168 in the amount of 17,091.24 and 13-4170 in the amount of \$106,953.83, and Engineering Expense line 01-6300-211 in the amount of \$38,536.93, for a total of \$162,582, seconded by Trustee Fioretto.

Discussion: Ms. Williams reported that the box culvert has been deemed deficient by the State of IL. We must fix the structure, or they will, at the town's expense. A geotechnical engineer is involved in the quote; \$14,950. When asked if the road weight limit would be increased, she responded that it would remain the same as current. She further stated that the Town has federal funding for construction. The federal portion is 80% with the county paying the remaining 20%. The Town must pay for the design.

Roll call vote:

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

Nay: Trustee Stone

Absent: None

Motion carried

**C 2025-03**

6. Consider a motion to Approve and Authorize the Mayor to Execute a Contract with Parkreation for an open shelter to be constructed in McPhillips Park in the amount of \$27,146. Monies from Restricted Assets line 13-8000-824 in the amount of \$14,305 and the remainder from Capital Outlay line 01-6100-812 in the amount of \$12,841. *This is a recommendation of the Parks Advisory Committee and has been budgeted in FY25.*

Trustee Stone moved to authorize the Mayor to execute a contract with Parkreation for an open shelter to be constructed in McPhillips Park in the amount of \$27,146, waiving formal bidding under 65 ILCS 5/8-9.1. Monies from Restricted Assets line 13-8000-824 in the amount of \$14,305 and the remainder from Capital Outlay line 01-6100-812 in the amount of \$12,841, seconded by Trustee Fioretto.

Discussion: It was noted that this purchase is included in the FY25 budget and is for purchase of materials only. Public Works will construct the structure. A concrete pad will also be installed.

Roll call vote:

Yea: Trustee Stone, Trustee Siewierski, Trustee Walker, Trustee Corson, Trustee Fioretto, and Trustee Olson

Nay: None

Absent: None

Motion carried

**C 2025-04**

7. Informational - Annually the Town's official Zoning Map is presented. There were five (5) revisions from 2023 to 2024.

The 2024 Zoning Map was presented for information only.

8. Informational -The FY22 MFT Audit Report Number 25-30-008 has been received and placed on file. The opinion is "that the Local Public Agency (LPA) has complied with applicable laws, regulations and administrative requirements and fairly represented the financial claims regarding their Motor Fuel Tax funds."

The 2022 MFT Audit was presented for information only.

## **PARKS ADVISORY COMMITTEE REPORT**

Trustee Fioretto reported that the focus for this season is what might be able to be supplied for park equipment. They will be working on a design for Cortland Community Park to become an event area. The process would need to be completed in coordinated phases. The next meeting is Tuesday, March 11 at 6:30 p.m. in the Town Hall.

## **DEPARTMENT HEAD REPORTS**

### **9. Public Works, Police Department, Building Permits January 2025**

Trustee Corson questioned Chief Dargis regarding the 30 mile per hour speed limit on Somonauk Road. With the data that has been presented for approximately one year, it appears that many people are not adhering to the set speed limit. Ms. Williams stated that there is 50% less truck traffic coming through because of the speed limit. There was a lively discussion about pros and cons and other locations in town where traffic control was also questioned. Chief Dargis and Ms. Williams stated that the setting of the speed limit is at the discretion of the Board.

Mayor Pietrowski suggested that Chief Dargis be prepared to discuss the speed data with the Board.

## **COMMENTS**

Trustee Corson questioned Chief Dargis about the squad that was recently damaged. He inquired if there were funds available to replace the squad. Chief Dargis reported that there is over 100,000 miles on the vehicle. It is intended to be used for administrative needs as Squad 25 replaced this particular vehicle.

## **MAYOR'S REPORT**

Mayor Pietrowski reported on the passing of retired Sheriff Roger Scott. He also reported on the occasion of Doris Hetchler's 100th birthday open house at the Cortland Church on Saturday, March 1, 2025.

## **ADJOURNMENT**

Trustee Stone moved and Trustee Corson seconded a motion for adjournment. Unanimous voice vote carried the motion. The meeting adjourned at 7:50 p.m.

Respectfully submitted.

Cheryl Aldis  
Town Clerk



## Town of Cortland

### Board of Trustees Town Board Meeting

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

March 10, 2025

### 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, and roll call was called showing as present Trustees Walker, Corson, Fioretto, Siewierski, and Olson. Shown as absent was Trustee Stone. Quorum was present. Also present were Public Works Director Joel Summerhill, Police Chief Lin Dargis, Engineer/Zoning Administrator Brandy Williams, and Town Attorney Kevin Buick.

#### APPROVAL OF AGENDA

Trustee Corson moved to approve the agenda as presented, seconded by Trustee Siewierski. Unanimous voice vote carried the motion.

#### PUBLIC WISHING TO SPEAK

Girl Scout Lydia Miller was present. She says she is 12 years old and thanked the community for supporting her cookie sales efforts. She reports that she is the number three seller in the northern region and has earned a trip to Disney World three years in a row. This is helping her become more confident.

David Pehlke addressed the Board regarding the ability to allow chickens in residential areas. He stated he had checked meeting minutes since he was last before the board and reported that trustees, at the May 8, 2023, meeting said they would consider a non-binding referendum. He stated there is no such referendum on this ballot. He also discussed the amount of land that one free range chicken would actually need.

#### NEW BUSINESS FOR DISCUSSION AND POSSIBLE ACTION

1. Consider a motion to Approve a new sign option at Town entrances. This would replace the existing signs and include additional placements. Monies from the FY26 budget Capital Improvement Fund.

Steve Irman of KSDisplays was present with examples of examples of new signage for the Town's entries. After discussion a consensus of "Town Sign Large 1" was selected. This sign is made of wood and has faux brick columns. The smaller sign is made of steel and aluminum.

Trustee Corson moved to approve the purchase of three "Town Sign Large 1" and two "Small town signage" for a cost of \$9,060; monies from the FY26 budget Capital Improvement Fund.

Roll call vote:

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

Nay: None

Absent: Trustee Stone Motion carried. This price does not include the planned solar lighting.

Approved: \_\_\_\_\_

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2. Aspasia Letter Regarding Voluntary Donation - Motion to Authorize Mayor to Execute Attorney Buick stated that this Intent to Donate letter is entirely voluntary. A process was previously completed to determine a use. This letter stipulates when the donation would be made and under what conditions.

Trustee Fioretto moved to authorize the Mayor to execute the Aspasia Solar Project, LLC letter, seconded by Trustee Olson.

Roll call vote:

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

Nay: None

Absent: Trustee Stone Motion carried.

3. Consider a Motion to Approve FY25 Budget Amendments as presented by Finance Julie Wons of Lauterbach and Amen presented the FY25 budget amendments to the Board. She stated that the majority of the amendments were needed due to acceptance of the police collective bargaining unit agreement. The others are police department related for vehicle maintenance and the final furnishings of the new squad car. These changes are necessary for the budget to come into alignment with expenses.

Trustee Corson moved to approve the Amendments of the FY25 Budget as presented, seconded by Trustee Siewierski.

Roll call vote:

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

Nay: None

Absent: Trustee Stone Motion carried.

4. Discussion only - Proposed FY 26 Budget for Town of Cortland and Cortland Community Library

Julie Wons of Lauterbach and Amen presented the preliminary FY26 budget to the Board. She reviewed the FY2026 budget assumptions and the items to consider that are not currently included in this budget.

Highlighted was the budgeting of \$1,250,000 of Tax Increment Financing (TIF) dollars for a portion of the cost of Phase 1 renovation of the former school building. Another \$350,000 is budgeted in the Capital Improvement Fund to aid in the Phase 1 construction. The use of these combined funds prevents the need to obtain a loan for Phase 1 renovation/construction. Another request is to include the utility study to the budget, \$75,000 from Water Fund and \$75,000 from Capital Improvement Fund; \$150,000 total.

Trustee Corson stated his desire to see a \$20,000 donation to the Lions Club for SummerFest, currently listed as \$10,000. He also stated he has issues using TIF funds for town purposes. This was intended for economic development which does not seem to be promoted. The town needs to create the environment for business to come here.

Ms. Wons said an alternative would be to create an internal loan, borrow from ourselves and pay interest to the fund borrowed. She pointed to the Wastewater system budget as a potential source.

Trustee Corson asked Mr. Summerhill if those funds would be needed in the near future for the expected phosphorus regulations. Mr. Summerhill responded that, yes, they do expect regulations to be applied. The questions are what and when would the effective date be. The plant is not a conventional plant so determining what process and/or equipment would be needed remains unknown.

Trustee Fioretto stated it is important that the town pursue economic development.

Trustee Olson state it is important to keep moving forward the Maple Street project.

Mayor Pietrowski suggested that Brandy Williams could prepare a workshop to look at the TIF map showing the various sites that could be available.

5. Discussion only - Somonauk Road Speed Limit, Data Study

Mayor Pietrowski stated that he has created a task force to review the speed traffic data presented in the past year along the Somonauk Road corridor where the speed limit was reduced to 30 mile per hour. The task force is to include Chief Dargis, Engineer Brandy Williams, Public Works Director Joel Summerhill and Trustees Corson and Olson. They will bring their recommendation(s) back to the full board.

## COMMENTS

Trustee Siewierski suggested that the Board be prepared to make it known what its determination of the question of chickens in town is and the reasoning. Where would they be allowed, if allowed? What are the costs to the town, i.e., enforcement and by whom?

## MAYOR'S REPORT

Cortland Lions Club will be hosting the Easter Egg Hunt at Cortland Community Park on April 18. Watch for details.

SummerFest will be coming August 8 & 9

Golf Outing - Breakthrough Type 1 D, formerly JDRF, more information to come.

## ADJOURN TO EXECUTIVE SESSION

Trustee Siewierski moved to adjourn to Executive Session an Exception to Open Meetings Act 5 ILCS 120/2 (c) 6)) The setting of a price for sale or lease of property owned by the public body, seconded by Trustee Walker.

Roll call vote:

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

Nay: None

Absent: Trustee Stone. Motion carried 7:56 p.m.

## RECONVENE OPEN SESSION

Trustee Corson moved and Trustee Walker moved to reconvene the regular Town Board meeting. Unanimous voice vote carried the motion. 8:18 p.m.



**ACTION AFTER EXECUTIVE SESSION IF NEEDED**

6. Exception to Open Meetings Act 5 ILCS 120/2 (c) 6)) The setting of a price for sale or lease of property owned by the public body

Trustee Corson moved seconded by Trustee Siewierski to authorize Brandy Williams to pursue negotiations with prospective purchasers for the sale of town property and to bring contract for purchase before the Board.

Roll call vote:

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

Nay: None

Absent: Trustee Stone Motion carried

**ADJOURNMENT**

Trustee Walker moved and Trustee Olson seconded a motion to adjourn. Unanimous voice vote carried the motion. The meeting adjourned at 8:21 p.m.

Respectfully submitted,

Cheryl Aldis  
Town Clerk

## INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF JOINT SALT PURCHASING FOR THE TOWN OF CORTLAND IN DEKALB COUNTY, ILLINOIS

THIS INTERGOVERNMENTAL AGREEMENT (*"the Agreement"*) is entered into by and between the County of DeKalb, a unit of local government of the State of Illinois (*"DeKalb County"*) and the Town of Cortland (*"Local Agency"*), a unit of local government of the State of Illinois.

### WITNESSETH:

**WHEREAS**, the Constitution of the State of Illinois of 1970, Article VII, Section 10 provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

**WHEREAS**, Local Agency and DeKalb County are units of local government within the meaning of Article VII, Section 1 of the Illinois Constitution of 1970 who are authorized to enter into intergovernmental agreements pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

**WHEREAS**, the Local Agency is desirous of DeKalb County's assistance to participate with the State of Illinois through the Central Management Services (CMS) solicitation for the rock salt joint purchase master contract; and

**WHEREAS**, DeKalb County and the Local Agency have determined that in regards to the purchasing and invoicing, DeKalb County shall handle the primary facets of the bidding and contracting process through CMS.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants hereafter set forth, the parties agree as follows:

**Section 1.** The foregoing preambles are hereby incorporated into this Agreement as if fully restated in this Section 1.

**Section 2.** DeKalb County's responsibilities are as follows:

- a. DeKalb County will place the initial contract order request with CMS for soliciting a contracted low bid price on a timely basis as requested by the Local Agency.
- b. DeKalb County will place delivery orders as requested from the Local Agency throughout the term of each salt season.

- c. DeKalb County will notify the Local Agency of the awarded low price given by the CMS solicitation process and ordering start date for each season.
- d. DeKalb County will oversee through CMS that the salt vendor complies with the rules and regulations directed by the State of Illinois contract.
- e. DeKalb County will pay the Vendor's invoice per the contract agreement on behalf of the Local Agency to then submit an invoice for full reimbursement to each Local Agency.
- f. Upon salt product deliveries, DeKalb County, through the DeKalb County Highway Department, shall provide the Local Agency with an invoice for full reimbursement costs to be paid by the Local Agency in a timely manner.
- g. DeKalb County shall provide no less than one invoice after the end of the winter season to the Local Agency and no more than one invoice per month during the contract period.

**Section 3.** The Local Agency agrees to the following:

- a. The Local Agency shall appropriate and earmark funds prior to making an initial contract order so as to have funds available upon invoicing by DeKalb County.
- b. The Local agency will receive between 80% and 120% of their initial contract order request amount.
- c. The Local Agency has the right to request the DeKalb County Highway Department invoice no less than one invoice after the end of the winter season and no more than one invoice per month during the contract period.
- d. The Local Agency shall accept the low bidder's price awarded by the CMS solicitation process.
- e. Upon receipt of invoices(s) by the DeKalb County Highway Department, the Local Agency agrees to reimburse DeKalb County for the entire Local Agency costs after receipt of an invoice for same and approval for payment through routine processing by the Local Agency at their next scheduled meeting following receipt.

**Section 4.** General Terms & Conditions:

- a. The failure of the Local Agency to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations with respect to this Agreement, shall constitute a Default by the Local Agency hereunder. Further, in the event the Local Agency fails to timely make a scheduled payment, which the agency is required to perform under this Agreement,

DeKalb County shall notify the agency in writing and allow the agency thirty (30) days from the date of receipt of the notice to cure the default. If the default is not cured within 30 days of receipt of such notice, DeKalb County will consider the agency to be in Default under this Agreement. Upon the occurrence of a Default, DeKalb County may, by an action or proceeding at law or in equity, pursue and secure any available remedy, including but not limited to the specific performance of the agreement contained herein. The agency further agrees to reimburse DeKalb County for all attorneys' fees and costs incurred by DeKalb County related to DeKalb County's enforcement of this Agreement.

- b. The failure of DeKalb County to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations with respect to this Agreement, shall constitute a Default by DeKalb County hereunder. Upon the occurrence of a Default, the agency may, by an action or proceeding at law or in equity, pursue and secure any available remedy, including but not limited to the specific performance of the agreement contained herein. DeKalb County further agrees to reimburse agency for all attorneys' fees and costs incurred by agency related to agency's enforcement of this Agreement.
- c. The Local Agency agrees to indemnify, defend and hold harmless the DeKalb County, its elected official, its duly appointed official, agents, employees and representatives, and the DeKalb County Highway Department, its duly appointed officials, agents, employees and representatives from and against any and all claims, suits, settlements, actions, losses, expenses, damages, injuries, judgments and demands arising from and relating to the Local Agency's purchase and use of rock salt on roadways and other activities as contemplated in this agreement.
- d. This Agreement and the rights of the parties hereunder may not be assigned (except by operation of law), and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties and their respective successors or assigns, any rights, remedies, obligations or liabilities under or by reason of such agreements.
- e. All notices required or permitted hereunder shall be in writing and may be given by either (a) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and certified with the return receipt requested, (b) delivering the same in person, or (c) telecopying the same with electronic confirmation of receipt.

*If to DeKalb County:*

DeKalb County Engineer  
1826 Barber Greene Road  
DeKalb, Illinois 60115

If in regards to Section 4 of this agreement a copy shall be sent to the State's Attorney's Office at 133 W State St, Sycamore, IL 60178.

*If to Local Agency:*                      Town of Cortland  
    PO Box 877  
    Cortland, IL 60112

Or such address or counsel as any party hereto shall specify in writing pursuant to this Section from time to time.

- f. This Agreement shall be interpreted and enforced under the laws of the State of Illinois. Any legal proceeding related to enforcement of this Agreement shall be brought in the Circuit Court of Illinois, Twenty-Third Judicial Circuit, State of Illinois. In case any provision of this Agreement shall be declared and/or found invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal and enforceable so as to most nearly retain the intent of the parties, and if such modification is not possible, such provision shall be severed from this Agreement, and in either case the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be impaired thereby.
- g. The Local Agency and DeKalb County agree that the waiver of, or failure to enforce, any breach of this Agreement by the remaining party shall not be construed, or otherwise operate, as a waiver of any future breach of this Agreement. Further, the failure to enforce any particular breach shall not bar or prevent the remaining party from enforcing this Agreement with respect to a different breach. No endorsement or statement on any check or correspondence accompanying a check for payment shall be deemed as an accord and satisfaction and DeKalb County may accept such payment without prejudice to its rights to recover the balance of agency costs still owed.
- h. This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.
- i. This Agreement represents the entire Agreement between the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties.
- j. Nothing contained in this Agreement, nor any act of DeKalb County or the Local Agency pursuant to this Agreement, shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third-party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving DeKalb County and the Local Agency.

- k. Neither party will be responsible to the other for damage, loss, injury, or interruption of work if the damage, loss, injury, or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional misconduct or negligence, of that party (hereinafter referred to as a "force majeure event"). To the extent not within the control of either party, such force majeure events include: acts of God, acts of any governmental authorities, fire, explosions or other casualties, vandalism, and riots or war. A party claiming a force majeure event ("the claiming party") shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party's inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch.
- l. The Term of Agreement shall commence as of April 1, 2025 and remain in effect until the end of DeKalb County's contract with CMS or the final reimbursement payment is received by DeKalb County from the Local Agency, whichever is later.
- m. DeKalb County and Local Agency each hereby warrant and represent that their respective signatures set forth below have been, and are on the date of this Agreement, duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the date(s) below.

County of DeKalb, a unit of local  
Government, of the State of Illinois

Town of Cortland, a unit of local  
Government, of the State of Illinois

By: \_\_\_\_\_  
DeKalb County Board Chair

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

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

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

**ATTEST:**

**ATTEST:**

By: \_\_\_\_\_  
DeKalb County Clerk

By: \_\_\_\_\_  
Town Clerk

TOWN OF CORTLAND  
ORDINANCE NO. 2025-XX

AN ORDINANCE AUTHORIZING THE SALE OF SURPLUS PERSONAL PROPERTY  
CELL PHONES, DESK PHONES, MISC OFFICE EQUIPMENT, CHAIRS, TABLETS,  
PERSONAL COMPUTERS AND PERIPHERALS, MISC WORK EQUIPMENT: LIFT STATION  
GRINDER OWNED BY THE TOWN OF CORTLAND, DEKALB COUNTY, ILLINOIS

WHEREAS, the Illinois Municipal Code, 65 ILCS 5/11-76-4, authorizes the Town to sell personal property that is no longer necessary or useful to, or for the best interests of the Town, with or without advertising the sale; and

WHEREAS, the Town of Cortland is the owner of; Cell Phones, Desk Phones, Misc Office Equipment: Chairs, Tablets, Personal Computers, Misc Work Equipment: Lift Station Grinder, and

WHEREAS, the Board of Trustees of the Town of Cortland finds that this equipment is no longer necessary or useful to, or for the best interests of the Town, and is therefore considered as surplus personal property; and

WHEREAS, the Town wishes to sell this surplus property;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE TOWN OF CORTLAND, DEKALB COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: The foregoing preambles are incorporated in this Section as if fully set forth herein.

SECTION 2: The corporate authorities find that the Town's Cell Phones, Desk Phones, Misc Office Equipment: Chairs, Tablets, Personal Computers and Peripherals, Misc Work Equipment: Lift Station Grinder constitutes surplus property within the meaning of 65 ILCS 5/11-76-4.

SECTION 3: The Town Board hereby authorizes and directs the Mayor and Town Clerk to sell and convey said property, on such terms as serve the best interests of the Town and to execute such documents as are necessary to carry out the intent of this Ordinance.

SECTION 4: This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED and APPROVED this \_\_\_\_ day of \_\_\_\_, 2025

AYES:

NAYS:

ABSENT:

ATTEST:

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

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



## TOWN OF CORTLAND REMOTE ATTENDANCE POLICY POLICY NO 2025-XX (UPDATED)

- Section 1. Policy Statement.** It is the policy of the Town of Cortland that a member of any group associated with this unit of government which is subject to the provisions of the Open Meetings Act (Covered Group) may attend and participate in any open or closed meeting of that Covered Group by a means other than physical presence in accordance with this policy and any other applicable laws. “Other means” shall mean by video or audio conference.
- Section 2. Prerequisites.** A member of the Covered Group of the Town of Cortland shall be provided the opportunity to attend an open or closed meeting from a remote location if the member meets the following conditions and a majority of a quorum of the Covered Body votes to approve the remote attendance:
- (i) the member must notify the recording secretary or clerk of the Covered Body at least 24 hours before the meeting unless advance notice is impractical;
  - (ii) the member must meet one of the following reasons described herein why he or she is unable to physically attend the meeting, including either: (1) that the member cannot attend because of personal illness or disability (2) the member cannot attend because of employment purposes or the business of Town of Cortland (3) the member cannot attend because of a family or other emergency or (4) the member cannot attend because of unexpected childcare obligations; and
  - (iii) a quorum of the Covered Body must be physically present.
- Section 3. Voting Procedures.** After roll call, a vote of the Covered Body shall be taken, considering the prerequisites set forth in Section 2, on whether to allow an off-site board member to participate remotely. All of the members physically present are permitted to vote on whether remote participation will be allowed. A vote may be taken to permit remote participation for a stated series of meetings if the same reason applies in each case. Otherwise, a vote must be taken to allow each remote participation.
- Section 4. Quorum and Vote Required.** A quorum must be established by members physically present at any meeting before it can be considered whether to allow a member to participate in the meeting remotely. A vote of a majority of a quorum shall be necessary to decide the issue. For the meeting to continue there shall

always need to be a quorum physically present.

**Section 5. Minutes.** The member participating remotely shall be considered an off-site participant and counted as present by means of audio or video conference, for that meeting if the member is allowed to participate. The meeting minutes of the Town of Cortland shall also reflect and state specifically whether each member is physically present, or present by video or audio means.

**Section 6. Rights of Remote Member.** The member permitted to participate remotely will be able to express his or her comments during the meeting and participate in the same capacity as those members physically present, subject to all general meeting guidelines and procedures previously adopted and adhered to. The remote member shall be heard, considered, and counted as to any vote taken. Accordingly, the name of any remote member shall be called during any vote taken, and his or her vote counted and recorded by the Secretary and placed in the minutes for the corresponding meeting. A member participating remotely may leave a meeting and return as in the case of any member.

**Section 7. Meetings.** The term meeting as used herein refers to any gathering, whether in person or by means of audio or video conference, of a majority of a quorum of the members of a public body held for the purposes of discussing public business.

**Section 8. Closed Meetings.** A quorum of the Public Body members must be physically present at any closed meeting. Members participating remotely shall otherwise be entitled to participate in closed meetings by video or audio conference.

**Section 9. Special Circumstances and Rules where no physical presence quorum shall be required.** Subject to the requirements of 5 ILCS 120/2.06, an open or closed meeting may be conducted by audio or video conference without the physical presence of a quorum for members if the following conditions are met:

(1) the Governor or the Director of the Illinois Department of Public Health has issued a disaster declaration related to public health concerns because of a disaster as defined in Section 4 of the Illinois Emergency Management Agency Act, and all or part of the jurisdiction of the public body is covered by the disaster area;

(2) the head of the public body determines that an in-person meeting or a meeting conducted under this Act is not practical or prudent because of a disaster;

(3) all members of the body participating in the meeting, wherever their physical location, shall be verified and can hear one another and can hear all discussion and testimony;

(4) for open meetings, members of the public present at the regular meeting location of the body can hear all discussion and testimony and all votes of the members of the body, unless attendance at the regular meeting location is not feasible due to the disaster, including the issued disaster declaration, in which case the public body must make alternative arrangements and provide notice pursuant to this Section of such alternative arrangements in a manner to allow any interested member of the public access to contemporaneously hear all discussion, testimony, and roll call votes, such as by offering a telephone number or a web-based link;

(5) at least one member of the body, chief legal counsel, or chief administrative officer is physically present at the regular meeting location, unless unfeasible due to the disaster, including the issued disaster declaration; and

(6) all votes are conducted by roll call, so each member's vote on each issue can be identified and recorded.

(7) Except in the event of a bona fide emergency, 48 hours' notice shall be given of a meeting to be held pursuant to this Section. Notice shall be given to all members of the public body, shall be posted on the website of the public body, and shall also be provided to any news media who has requested notice of meetings pursuant to subsection (a) of Section 2.02 of the Open Meetings Act [5 ILCS 120/2.02]. If the public body declares a bona fide emergency:

(A) Notice shall be given pursuant to subsection (a) of Section 2.02 of the Open Meetings Act, and the presiding officer shall state the nature of the emergency at the beginning of the meeting.

(B) The public body must comply with the verbatim recording requirements set forth in Section 2.06 of the Open Meetings Act [5 ILCS 120/2.06].

(8) Each member of the body participating in a meeting by audio or video conference for a meeting held pursuant to this Section is considered present at the meeting for purposes of determining a quorum and participating in all proceedings.

(9) In addition to the requirements for open meetings under Section 2.06 of the Open Meetings Act, public bodies holding open meetings under this Section 9 must also keep a verbatim record of all their meetings in the form of an audio or video recording. Verbatim records made under this Section 9 shall be made available to the public under, and are otherwise subject to, the provisions of Section 2.06.

This policy is effective this \_\_\_\_ day of April, 2025.

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Mark Pietrowski, Mayor

ATTEST:

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Cheryl Aldis, Town Clerk