



Town of Cortland

Board of Trustees Town Board Meeting

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

June 26, 2023 at 7:00 PM

AGENDA

CALL TO ORDER / PLEDGE OF ALLEGIANCE / ROLL CALL

APPROVAL OF AGENDA

PUBLIC WISHING TO SPEAK

CONSENT AGENDA

1. Approve Town Board Minutes of May 8, May 22 and June 12, 2023; Executive Session Minutes of May 22, 2023, as read prior to the meeting, Approve Expense Report of May 2023, Accept Cortland Community Library Annual Report FY23

NEW BUSINESS FOR DISCUSSION AND POSSIBLE ACTION

2. Ratify Mayor's Signature – Contract with WT Group in the amount of \$7,500 for provision of electrical and plumbing plans for splash pad
3. Purchase Vermeer Chipper – approve the purchase of the Vermeer Wood Chipper at the amount of \$25,500; monies budgeted FY24 Capital Outlay 01-6100-812 line
4. Kubota Engine Repair – approve repair in the amount of \$19,729.04
5. Motion to waive formal bidding requirements for splash pad construction of the concrete pad (*In accordance with 65 ILCS 5/8-9-1; must pass by 2/3 vote*)
A motion approving the quote of Elliott & Wood, Inc authorizing the mayor to execute a contract with Elliott & Wood, Inc for concrete work for the town's splash pad in the amount of \$27,389.12; monies from grant funds
6. Frontier Service Contract (phones and equipment, 3-years) motion to authorize the mayor to sign necessary documents to facilitate the contract into 2026

DEPARTMENT HEAD REPORTS

7. Public Works Report May 2023
8. Police Department Report May 2023
9. Permits Report May 2023

COMMENTS

MAYOR'S REPORT

ADJOURNMENT



Town of Cortland

Board of Trustees Town Board Meeting

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

May 08, 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, Mike Siewierski and Randi Olson. Shown as absent were Trustees Brad Stone and Jim Walker. 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.

APPROVAL OF AGENDA

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

PUBLIC WISHING TO SPEAK

Bill Kirkham, who is a disabled veteran, spoke to the board about his tax bill. He is currently tax exempt but must pay into an SSA. He had asked a few questions to which Attorney Kevin Buick stated he would speak with him about after the meeting.

Rhonda Richards addressed her concerns to the board about the property at 86 South Somonauk Rd. She stated she is not in favor of the variance nor the idea of a restaurant/bar at that location. She believes it will decrease her property value and is unsafe as it is a concern to surrounding families with young children. She also addressed her concerns at the Public Hearing that was held on May 4, 2023.

Charlie Alsip voiced his concerns about the speed of traffic on Dogwood Street. He asked if a three-way stop sign could be placed on Dogwood Street and Ellen Ave to slow down drivers. He also asked if the speed on Somonauk Rd. can be reduced and if there are plans for speed signs to be placed on Somonauk Rd. He is worried about the kids going to the proposed splash pad that will be crossing Somonauk Rd. Mr. Alsip is also dissatisfied with the rate for the golf cart license.

Mark Nenia addressed the board about his concerns and opinions on 86 South Somonauk Rd. He attended the Public Hearing on May 4, 2023, and was very dissatisfied with the interactions between the attorney and applicant. He believes this is a nuisance and will be a safety issue for residents and children.

NEW BUSINESS FOR DISCUSSION AND POSSIBLE ACTION

1. A Resolution Authorizing the Destruction of Audio Recordings of Closed Session Minutes of November 08, 2021. **Res. No 2023-07**

Trustee Corson moved to approve a Resolution Authorizing the Destruction of Audio Recordings of Closed Session Minutes of November 08, 2021, seconded by Trustee Siewierski. Roll call vote carried the motion.

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

Voting Nay: None

Absent: Trustees Stone and Walker

2. Expenditure Authorization for Donation to Cortland Lions Club for SummerFest, \$20,000

Trustee Siewierski moved to approve an Expenditure Authorization for Donation to Cortland Lions Club for SummerFest, \$20,000, seconded by Trustee Olson. Roll call vote carried the motion.

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

Voting Nay: None

Absent: Trustees Stone and Walker

3. Annual Police Report 2022

The Annual Police Report is in the packet. Chief Dargis discussed key points of the information provided. He also mentioned that they have hired two new part-time police officers. He stated that speed signs will be placed on Somonauk Rd. soon.

4. Discussion only – Town of Cortland Newsletter

Mayor Pietrowski asked Katie Finlon, a local government reporter, to create a newsletter for the Town of Cortland. The cost for each newsletter is \$400.00 or \$1600.00 a year. This would be a digital newsletter and will be available online. Trustee Corson asked how this would be available to residents who do not use or have digital access. Mayor Pietrowski said he would mail, or hand deliver newsletters to those who would prefer that option, and there will be copies available at Town Hall and the Library.

5. Discussion only – Backyard Chickens

Mayor Pietrowski mentioned to the Board that there has been some interest on Facebook about allowing backyard chickens within the town. In previous discussions, the Board has turned down the idea. He wanted to reassess the Board's thoughts on this topic. Brandy Williams, Zoning Administrator, displayed a map of the town showing areas where chickens could or would not be allowed. Homeowner's Association does not allow chickens. Areas which are not single family residential are not permitted. The only areas which may be allowed would be Woodland Acres, Natures Crossing and Heather field Subdivisions, if square footage is large enough and there are no easements. Trustees discussed and questioned their concerns. One question was, who enforces this type of use if/when put into place? Trustees discussed their desire for an overall town opinion regarding approval. Consensus of the Trustees was to consider a non-binding referendum at the next general election.

COMMENTS

Trustee Olson thanked those present for coming to the meeting and speaking.

DEPARTMENT HEAD REPORTS

Ms. Williams reported that the DeKalb County Community Foundation has approved funding of \$19,200 for the ADA play equipment in Mc Phillips Park.

Mr. Summerhill reported that if weather permits, they will be painting the pickleball courts. No other reports were made.

MAYOR'S REPORT

Mayor Pietrowski reported there was public hearing held on May 4th, 2023, on the matter of proposed variances for 86 South Somonauk Rd. He stated there will be a finding of fact presented to the Board and this matter is based on the variances not the intended use.

ADJOURNMENT

Trustee Siewierski made a motion to adjourn, seconded by Trustee Olson. Unanimous voice vote carried the motion. Meeting adjourned at 7:46 p.m.

Respectfully submitted,

Kaity Siewierski
Deputy Clerk

TOWN OF CORTLAND
 Town Hall
 59 S. Somonauk Road
 Cortland, IL 60112
BOARD OF TRUSTEES
 Town Board Meeting
May 22, 2023
7:00 P.M.

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, Brad Stone, Doug Corson, Jim Walker Randi Olson, and Mike Siewierski. Quorum was present. Also present were Public Works Director Joel Summerhill, Engineer and Zoning Administrator Brandy Williams, Police Chief Lin Dargis, and 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.

Presentation of Eagle Scout Recipient Ethan Bergeson

Mayor Pietrowski recognized Ethan Bergeson in his recent accomplishment of Eagle Scout. Mayor Pietrowski provided Ethan with a Meritorious Achievement Award and a Town of Cortland emblem pin.

Swearing in of Police Department Patrol Officers Joshua Ryder & Michael Bell

Deputy Clerk Kaity Siewierski swore in two newly hired patrol officers, Michael Bell, and Joshua Ryder.

Public Wishing to Speak

Bill Kirkham expressed his concerns to the board about the proposed variance request for 86 South Somonauk Rd. He also thanked the Town's attorney, Kevin Buick, for explaining the SSA tax and breaking it down for him.

Heather Black, who lives in town and is the Library Director, addressed the board about her concerns regarding the proposed variance request for 86 South Somonauk Rd. She made it clear that she is not opposed to a bar or restaurant, just not in that location. She is appreciative of the turnout for this public meeting.

Linda Kuersten expressed her concerns to the board about the proposed variance request for 86 South Somonauk Rd. She stated there are children at play, the noise will be significant, and the trash and broken glass will not be tolerable. She believes this lot is not appropriate for a bar and that there are other lots for sale in town for this purpose.

Harold Malone expressed he is not in favor of the proposed variance request for 86 South Somonauk Rd. Should it get approved, his bedroom would be 20 feet from the building.

Mark Nenia voiced his concerns to the board about the proposed variance request for 86 South Somonauk Rd. He made it clear that he would love a bar in town, just not in this location. Passing this ordinance is not valuable for the town and its residents.

Charlie Alsip stated to the board that there was a house on the property of 86 S. Somonauk Rd. before it was torn down. The residents chose to live next to a house, not a bar. The lot has been vacant since and a bar or restaurant would not be appropriate in that area. He stated it is a great concept but wrong location.

Rhonda Richards addressed her concerns to the board about the proposed variance request for 86 South Somonauk Rd. She feels this is the wrong location and wants what is best for Cortland.

Approved:
 Attest:

Bill Abbott expressed his concerns for the proposed variance request for 86 South Somonauk Rd and believes this is the wrong place for a bar. There are other lots available for purchase for this purpose.

Gigi Goochee-Statler asked the board a question about the proposed variance request for 86 South Somonauk Rd. Where would the trucks park for incoming deliveries should a bar be placed on this lot?

Sally Coyle, who has been a town resident for 51 years, expressed her concerns and feels uncomfortable with the idea of having a bar so close to her home. She is not opposed to the idea of a bar in town, just not this location.

Martin McDermott addressed the board about the proposed variance request for 86 South Somonauk Rd. He is in favor of having a bar in town, just not in this location. He believes it is too small to function properly.

Joan Lee addressed her concerns to the board about the proposed variances for 86 South Somonauk Rd. She is concerned about the property value of the homes in the area.

Amy Maddux addressed her concerns to the board about the proposed variance request for 86 South Somonauk Rd. She is concerned about the parking, kids within the area and violence.

Terri Kammes, who also works at the library, stated that there is limited parking for library staff and patrons. Where would people park should a bar/ restaurant be placed?

Brian Oster stated to the board that he understands that making this determination is a tough decision. When variances do not pass, there is no growth in our community. He stated that everyone has made valid points and thanked the board for taking the time to consider this matter.

Consent Agenda

Deputy Clerk Kaity Siewierski read the consent agenda into the record. Approve Town Board Minutes of April 24, 2023; Approve Expenditure Reports of April 2023 and Accept Treasurers Report of April 2023. Trustee Corson moved to approve the consent agenda as presented, seconded by Trustee Siewierski.

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

Voting Nay: None

Absent: None

Unanimous roll call vote carried the motion.

New Business for Discussion and Possible Action

Consideration of an Ordinance Regarding Certain Variation Requests for Property Located at 86 South Somonauk Rd. *(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 South Somonauk Rd. 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.))*

Trustee Corson moved to approve an Ordinance Regarding Certain Variation Requests for Property Located at 86 South Somonauk Rd, seconded by Trustee Stone. Discussion ensued, the board discussed the pros and cons, discussed the concerns of the speakers, and asked additional clarifying questions.

Voting Yea: Trustee Fioretto

Voting Nay: Trustees Stone, Walker, Corson, Olson and Siewierski

Absent: None

Motion failed on roll call vote

Approved:

Attest:

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

Trustee Corson moved to approve application for Noise Variance for Cortland Summer Fest August 11, 2023, from 5:00 p.m. to 12:00 a.m. & Saturday August 12, 2023, from 12:00 p.m. to 12:00 a.m. 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, seconded by Trustee Stone.

Voting Yea: Trustees Fioretto, Olson, Siewierski, Stone, Walker, and Corson.
Voting Nay: None
Absent: None

Unanimous roll call vote carried the motion

M2023-02

Consideration of Submittal of Grant Agreement Between the State of Illinois, Department of Commerce and Economic Opportunity (DCEO) and The Town of Cortland, Illinois- Ratifying the Mayor's signature of Agreement

Trustee Corson moved to approve the Submittal of Grant Agreement Between the State of Illinois, Department of Commerce and Economic Opportunity (DCEO) and The Town of Cortland, Illinois- Ratifying the Mayor's signature of Agreement, seconded by Trustee Olson.

Voting Yea: Trustees Fioretto, Olson, Siewierski, Stone, Walker, and Corson.
Voting Nay: None
Absent: None

Unanimous roll call vote carried the motion

A2023-09

Consideration of DeKalb County Community Foundation (DCCF) Grant Agreement Ratifying the Mayor's signature of Agreement

Trustee Stone moved to approve the DeKalb County Community Foundation (DCCF) Grant Agreement – Ratifying the Mayor's signature of Agreement, seconded by Trustee Fioretto.

Voting Yea: Trustees Fioretto, Olson, Siewierski, Stone, Walker, and Corson.
Voting Nay: None
Absent: None

Unanimous roll call vote carried the motion.

A2023-10

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.*)

Trustee Corson moved to approve an Ordinance Amending Title 6 Motor Vehicles and Traffic, Chapter 3, Traffic Schedules, Section 2, Speed Limits, to the Town of Cortland Town Code, seconded by Trustee Walker. Ms. Williams stated she met with Public Works and the Police Chief to discuss reducing the speed in areas near the splash pad.

Voting Yea: Trustees Fioretto, Olson, Siewierski and Mayor Pietrowski
Voting Nay: Trustees Stone, Walker, and Corson.
Absent: None

Roll call vote carried the motion.

Ord. 2023-04

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

Trustee Olson moved to approve a Temporary Use Permit for the Illinois Department of Transportation for Remediation of Abandoned Storage Tanks Located in the Right of Way [Clerks Note: Easement] of Somonauk Road, Cortland Illinois, seconded by Trustee Walker.

Voting Yea: Trustees Fioretto, Olson, Siewierski, Stone, Walker, and Corson.
Voting Nay: None
Absent: None

Unanimous roll call vote carried the motion.

E2023-01

Approve a Contract for Testing Service Corporation (TSC) to Provide Construction Material Engineering for Somonauk Road Paving

Trustee Stone moves to approve a contract for Testing Service Corporation (TSC) to provide construction material engineering for Somonauk Road paving, seconded by Trustee Walker.

Voting Yea: Trustees Fioretto, Olson, Siewierski, Stone, Walker, and Corson.
Voting Nay: None
Absent: None

Unanimous roll call vote carried the motion

C2023-04

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

Trustee Fioretto moved to approve an agreement between KMF writing and scheduling services and the Town of Cortland for the production of the Town of Cortland newsletter, seconded by Trustee Walker.

Voting Yea: Trustees Fioretto, Olson, Siewierski, Walker and Corson.
Voting Nay: Trustee Stone
Absent: None

Roll call vote carried the motion.

A2023-11

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

Trustee Corson moved to approve the Preliminary Event for Touch a Truck on June 17, 2023, in Cortland Community Park, seconded by Trustee Stone.

Voting Yea: Trustees Fioretto, Olson, Siewierski, Stone, Walker, and Corson.
Voting Nay: None
Absent: None

Unanimous roll call vote carried the motion.

Parks Advisory Committee Report

Trustee Fioretto reported that she did a ride along with Joel Summerhill and Brandy Williams to look at the parks. She stated the meetings are going well and they are working towards a plan to bring forward.

Comments

Trustee Olson thanked everyone who showed up for coming and speaking up for what they believe in.

Department Head Reports

Department head reports were provided in the packet. No other reports were made.

Approved:
Attest:

Mayors Report

Mayor Pietrowski reported the Dragon Tail Pond is open. Trustee Corson asked if the pond was stocked with fish? Public Works Director, Joel Summerhill stated the IDNR did not recommend to restock the pond as it is too shallow, but there are plenty of fish still in the pond. Mayor Pietrowski also reported that he played a game of pickleball on the new courts. The splash pad will begin construction after Memorial Day. The shelter at Supland park will be closed for the time being due to construction.

Adjourn to Executive Session Under Exception to Open Meetings 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

Trustee Corson moved to adjourn to Executive Session under exception to Open Meetings 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, seconded by Trustee Stone.

Voting Yea: Trustees Fioretto, Olson, Siewierski, Stone, Walker, and Corson.
Voting Nay: None
Absent: None

Unanimous roll call vote carried the motion.
The Board of Trustees moved to Executive Session at 8:18 p.m.

Reconvene to Open session

Trustee Corson moved to reconvene to open session, seconded by Trustee Walker. Unanimous voice vote carried the motion. The regular meeting of the Board of Trustees reconvened at 8:36 p.m.

Possible Action after Executive Session

Trustee Corson made a motion to authorize the town engineer to proceed, in accordance with what was discussed in executive session, seconded by Trustee Siewierski.

Voting Yea: Trustees Fioretto, Olson, Siewierski, Stone, Walker, and Corson.
Voting Nay: None
Absent: None

Unanimous roll call vote carried the motion.

Adjournment

Trustee Stone moved to adjourn, seconded by Trustee Walker. Unanimous voice vote carried the motion. Meeting adjourned at 8:40 p.m.

Respectfully submitted,

Kaity Siewierski
Deputy Clerk



Town of Cortland Board of Trustees Town Board Meeting

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

June 12, 2023 at 7:00 PM

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, Brad Stone, Jim Walker and Randi Olson. Shown as absent was Trustee Mike Siewierski. 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.

APPROVAL OF AGENDA

Trustee Olson moved to approve the agenda, seconded by Trustee Fioretto. Unanimous voice vote carried the motion.

PUBLIC WISHING TO SPEAK

No public wishing to speak.

NEW BUSINESS FOR DISCUSSION AND POSSIBLE ACTION

1. Motion to Waive Formal Bidding Requirements for Purchase and Installation of Replacement VFD at Well #4 (*In accordance with 65 ILCS 5/8-9-1; must pass by 2/3 vote*)

Trustee Corson moved to approve the waiving of Formal Bidding Requirements for Purchase and Installation of Replacement VFD at Well #4, seconded by Trustee Walker. Trustee Corson asked where well #4 is located, Mr. Summerhill stated Well #4 is located at the water tower on Maple Avenue.

Voting Yea: Trustees Walker, Corson, Fioretto & Olson

Voting Nay: None

Abstain: Trustee Stone

Absent: Trustee Siewierski

Motion carried.

2. Approve Estimate of H.I. Stone & Sons for Water Well Drilling in the amount of \$36,420.00 for the Removal and Replacement of VFD at Well #4 and Authorize Mayor to Sign Necessary Documents (*Budgeted Expense from Capital Improvement Fund 07-7400-812*)

Trustee Corson moved to Approve an Estimate of H.I. Stone & Sons for Water Well Drilling in the amount of \$36,420.00 for the Removal and Replacement of VFD at Well #4 and Authorize Mayor to Sign Necessary Documents, seconded by Trustee Walker.

Voting Yea: Trustees Walker, Corson, Fioretto & Olson

Voting Nay: None

Abstain: Trustee Stone

Absent: Trustee Siewierski

Motion carried.

3. Motion to Waive \$250.00 Deposit Fee for Cortland Community Park Shelter Reservation for National Multiple Sclerosis Society to be used as a Rest Stop for Bike Fundraiser

Trustee Stone moved to waive \$250.00 deposit fee for Cortland Community Park Shelter Reservation for National Multiple Sclerosis Society to be used as a rest stop for bike fundraiser, seconded by Trustee Olson.

Voting Yea: Trustee Stone, Walker, Corson, Fioretto, & Olson

Voting Nay: None

Absent: Trustee Siewierski

Motion carried.

4. Approve the Purchase of Inclusive Play Equipment from Gametime c/o Cunningham Recreation in the amount of \$19,508.74 for an Inclusive Whirl and Zero-G Swing Chairs *(Funding Provided by Approved Grant from DeKalb County Community Foundation in the amount of \$19,200.00 for the Purchase of Inclusive Play Equipment. Remaining Balance Funded by Park Equipment Line)*

Trustee Corson moved to approve the purchase of inclusive play equipment from Gametime c/o Cunningham Recreation in the amount of \$19,508.74 for an Inclusive Whirl and Zero-G Swing Chairs, seconded by Trustee Fioretto.

Voting Yea: Trustee Stone, Walker, Corson, Fioretto, & Olson

Voting Nay: None

Absent: Trustee Siewierski

Motion carried.

C2023-05

5. Motion to Waive \$200.00 Liquor License Fee for the Cortland Lion's Club Summer Fest Liquor License

Trustee Stone moved to waive \$200.00 liquor license fee for the Cortland Lion's Club Summer Fest liquor license, seconded by Trustee Walker.

Voting Yea: Trustee Stone, Walker, Corson, Fioretto, & Olson.

Voting Nay: None

Absent: Trustee Siewierski

Motion carried.

PARKS ADVISORY COMMITTEE REPORT

Trustee Fioretto stated the committee will be meeting tomorrow, June 13, 2023. They will be discussing Cortland Community Parks.

DEPARTMENT HEAD REPORTS

Ms. Williams reported the Somonauk Road resurface project will begin July 10 through August 7, 2023. The bid opening for the Prairiefield Avenue project will be June 28, 2023.

Cheif Dargis reported the Cortland Police Department assisted the Illinois State Police in executing a warrant approximately one week ago. He also mentioned that solicitors are required to have a permit to solicit within town. The Police Department have asked multiple un-permitted solicitors to leave.

Public Works Director, Joel Summerhill stated the current pedestrian path phase between Prairiefield Avenue and Pine Street should be completed within two weeks.

No other reports were made.

COMMENTS

Trustee Corson expressed his opinion on an agenda item, Pride Proclamation in Celebration of Pride Month. Trustee Corson made it clear that he is all for being who you are but believes the proclamation is offensive and is being shoved down our throats. He disagrees and feels it does not belong on the board agenda. Trustee Corson then asked what is the point of the proclamation.

Trustee Stone asked, why as a board do we have to support this, in which Mayor Pietrowski explained that the proclamation is non-binding. June is federally recognized as Pride Month. Mayor Pietrowski also stated a member of the community asked if it could be placed on the agenda as it shows significant importance to him.

Attorney Buick mentioned to the board that the purpose of this is to unify not polarize.

MAYOR'S REPORT

6. Pride Proclamation in Celebration of Pride Month

PROC 2023-02

Mayor Pietrowski proclaimed June 2023, LGBTQIA+ Pride Month within the Town of Cortland.

ADJOURNMENT

Trustee Corson moved to adjourn, seconded by Trustee Olson. Unanimous voice vote carried the motion. Meeting adjourned at 7:21 p.m.

Respectfully submitted,

Kaity Siewierski
Deputy Clerk.

Check Date	Check #	Payee	Description	Invoice #	Invoice GL Account	Invoice GL Account Title	Amount
05/05/23	42353	AMAZON CAPITAL SERVICES	032223 SLIM EVERYDAY CARRY FLAS	11325284594	01-6200-240	EQUIPMENT PURCHASES & MAINT	209.45
05/05/23	42353	AMAZON CAPITAL SERVICES	031023 HP BLACK TONER CARTRIDG	11330631031	01-6000-312	OFFICE SUPPLIES	54.89
05/05/23	42353	AMAZON CAPITAL SERVICES	030923 SONY DIGITAL VOICE RECOR	11342500329	01-6200-240	EQUIPMENT PURCHASES & MAINT	81.99
05/05/23	42353	AMAZON CAPITAL SERVICES	030923 AGPTEK CARRYING CASE & M	11396502103	01-6200-240	EQUIPMENT PURCHASES & MAINT	18.14
05/05/23	42353	AMAZON CAPITAL SERVICES	031323 4 PACK CLEAR HARD PLASTIC	114-0952387	07-7400-311	OFFICE EXPENSE	29.97
05/05/23	42353	AMAZON CAPITAL SERVICES	030923 4 PACK CLEAR HARD PLASTIC	11439082615	07-7400-311	OFFICE EXPENSE	19.98
05/05/23	42353	AMAZON CAPITAL SERVICES	030623 GAS SHOCKS STRUTS FOR T	11467524290	06-7300-241	M&O: VEH & EQUIP	19.79
05/05/23	42353	AMAZON CAPITAL SERVICES	031523 WORK GLOVES, GEL EAR CU	114-9993022	07-7400-492	IPRF SAFETY GRANT	360.69
05/05/23	42354	BOCKMAN'S TRUCK & FLEET	042823 STATE OF IL SAFETY STICKER	52346	01-6100-241	VEHICLE & EQUIPMENT MAINT.	47.00
05/05/23	42354	BOCKMAN'S TRUCK & FLEET	042823 STATE OF IL SAFETY STICKER	52347	01-6100-241	VEHICLE & EQUIPMENT MAINT.	47.00
05/05/23	42354	BOCKMAN'S TRUCK & FLEET	042823 STATE OF IL SAFETY STICKER	52348	01-6100-241	VEHICLE & EQUIPMENT MAINT.	47.00
05/05/23	42354	BOCKMAN'S TRUCK & FLEET	042823 STATE OF IL SAFETY STICKER	52349	01-6100-241	VEHICLE & EQUIPMENT MAINT.	47.00
05/05/23	42355	COMED	041823 ACCT #2371151041	041823	01-6100-219	ELECTRIC - STREET LIGHTS	185.32
05/05/23	42355	COMED	042523 ACCT#2863057150	042523	01-6100-316	UTILITIES	38.89
05/05/23	42355	COMED	042523 ACCT#4188054000	042523	06-7300-221	UTILITIES	23.26
05/05/23	42355	COMED	042523 ACCT#1565283053	042523	13-8000-840	AIRPORT ROAD UTILITIES	20.59
05/05/23	42355	COMED	042523 ACCT#0459043031	042523	01-6100-219	ELECTRIC - STREET LIGHTS	80.24
05/05/23	42355	COMED	042523 ACCT#0403167171	042523	01-6100-316	UTILITIES	36.04
05/05/23	42355	COMED	042623 ACCT #5631039010	042623	07-7400-221	UTILITIES	236.93
05/05/23	42355	COMED	042623 ACCT #1239090004	042623	07-7400-221	UTILITIES	230.90
05/05/23	42355	COMED	042623 ACCT #3567169021	042623	07-7400-221	UTILITIES	3,750.98
05/05/23	42355	COMED	042623 ACCT #0723100114	042623	06-7300-221	UTILITIES	128.49
05/05/23	42355	COMED	042623 ACCT #4707129051	042623	06-7300-221	UTILITIES	34.02
05/05/23	42355	COMED	042623 ACCT #7347065022	042623	06-7300-221	UTILITIES	113.49
05/05/23	42355	COMED	042623 ACCT #3974033034	042623	06-7300-221	UTILITIES	24.37
05/05/23	42355	COMED	042623 ACCT #5715097078	042623	06-7300-221	UTILITIES	166.86
05/05/23	42356	CUSTOM MANUFACTURING IN	042723 8' PAINTED PICNIC TABLE FRA	5827	01-6100-235	PARKS - EQUIPMENT MAINTENANCE	1,095.00
05/05/23	42357	DARGIS, LIN	042523 SUPPLIES-CUTLERY, WASTE	042523	01-6200-312	OFFICE SUPPLIES	52.61
05/05/23	42358	DEKALB COUNTY EDC	050523 DCEDC CONTRIBUTION	050523	03-6500-726	DONATIONS- COMMUNITY AGENCIES	2,000.00
05/05/23	42359	DIVERSIFIED BENEFIT SERVIC	050123 105-HRA ADMIN SERVICES-MA	380113	01-6000-131	EMPLOYEE HEALTH INSURANCE	109.20
05/05/23	42360	ENVIRONMENTAL PRODUCTS	042723 8" DEEP TUBE HOLDER, 36" M	264117	06-7300-243	M&O: SEWER PLANT	481.70
05/05/23	42361	FOSTER, BUICK, CONKLIN & LU	042023 GENERAL COUNSEL, 2023 OR	48853	01-6200-211	LEGAL EXPENSE	131.25
05/05/23	42361	FOSTER, BUICK, CONKLIN & LU	042023 GENERAL COUNSEL, 2023 OR	48853	01-6000-211	LEGAL EXPENSE	1,268.75
05/05/23	42362	FRONTIER C/O MITEL	042023	43342177	01-6000-314	TELEPHONE	212.53
05/05/23	42362	FRONTIER C/O MITEL	042023 BROADBAND & CELL SERVICE	43342177	01-6200-314	TELEPHONE	84.06
05/05/23	42362	FRONTIER C/O MITEL	042023 BROADBAND & CELL SERVICE	43342177	06-7300-314	TELEPHONE	38.93
05/05/23	42362	FRONTIER C/O MITEL	042023 BROADBAND & CELL SERVICE	43342177	07-7400-314	TELEPHONE	38.93
05/05/23	42362	FRONTIER C/O MITEL	042023 BROADBAND & CELL SERVICE	43342177	01-6100-314	TELEPHONE	24.29
05/05/23	42363	GRAINGER	042123 SPRAYER WAND & HANDHEL	9682940912	01-6100-258	FORESTRY	102.80

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05/05/23	42364	ICRMT	120122 PROPERTY & LIABILITY PREMI	RCB0000000	01-6000-511	INSURANCE EXPENSE	7,878.00
05/05/23	42364	ICRMT	120122 PROPERTY & LIABILITY PREMI	RCB0000000	01-6100-511	INSURANCE EXPENSE	8,465.00
05/05/23	42364	ICRMT	120122 PROPERTY & LIABILITY PREMI	RCB0000000	01-6200-511	INSURANCE EXP	13,168.00
05/05/23	42364	ICRMT	120122 PROPERTY & LIABILITY PREMI	RCB0000000	06-7300-511	INSURANCE EXPENSE	1,655.00
05/05/23	42364	ICRMT	120122 PROPERTY & LIABILITY PREMI	RCB0000000	07-7400-511	INSURANCE EXPENSE	3,313.00
05/05/23	42365	JOHNSON TRACTOR	042423 PARTS-SUPER UDTII DISEND1	IR88084	01-6100-241	VEHICLE & EQUIPMENT MAINT.	275.72
05/05/23	42366	KSDDisplays	041923 TOWN OF CORTLAND LOGO D	23065	01-6100-241	VEHICLE & EQUIPMENT MAINT.	150.00
05/05/23	42366	KSDDisplays	050123 48X96 EXTERIOR GRADE SIG	23066	01-6100-235	PARKS - EQUIPMENT MAINTENANCE	467.50
05/05/23	42367	MENARDS	042723 GD FLEX CARP JEANS	89585	06-7300-198	UNIFORMS	89.97
05/05/23	42367	MENARDS	043023 MIKE RYAN WORKWEAR ALLO	89772	01-6100-198	UNIFORMS	77.95
05/05/23	42368	METRO WEST COUNCIL OF GO	042723 MEMBERSHIP RENEWAL 5/23-	5019	01-6000-321	DUES & SUBSCRIPTIONS	1,500.00
05/05/23	42369	METRONET	042823 FIBER-SPEED INTERNET	042823	06-7300-311	OFFICE EXPENSE	49.95
05/05/23	42369	METRONET	042823 FIBER-SPEED INTERNET	042823	07-7400-311	OFFICE EXPENSE	49.95
05/05/23	42370	NICOR	041823 156 E NORTH AVE	041823	06-7300-221	UTILITIES	221.92
05/05/23	42370	NICOR	041823 250 S HALWOOD ST	041823	01-6100-316	UTILITIES	568.12
05/05/23	42370	NICOR	042023 54 MARY ALDIS LN	042023	01-6200-316	UTILITIES	205.56
05/05/23	42370	NICOR	042023 59 S SOMONAUK RD	042023	06-7300-221	UTILITIES	104.31
05/05/23	42370	NICOR	042023 238 E CORTLAND CENTER RD	042023	06-7300-221	UTILITIES	23.62
05/05/23	42370	NICOR	042023 91 N SPRUCE ST	042023	07-7400-221	UTILITIES	103.32
05/05/23	42370	NICOR	042023 100 S LLANOS ST	042023	07-7400-221	UTILITIES	315.16
05/05/23	42370	NICOR	042023 227 S SOMONAUK RD	042023	07-7400-221	UTILITIES	136.31
05/05/23	42371	NORTHWESTERN MEDICINE KI	141523 EMPLOYEE ASSISTANCE PRO	041523	01-6000-131	EMPLOYEE HEALTH INSURANCE	672.00
05/05/23	42372	PACE ANALYTICAL SERVICES L	042823 AMMONIA, OXYGEN, BOD, FE	19553616	07-7400-345	CHEMICALS & TESTING	303.00
05/05/23	42372	PACE ANALYTICAL SERVICES L	042823 AMMONIA, OXYGEN, BOD, FE	19553616	06-7300-345	WASTEWATER TESTING	2,060.40
05/05/23	42373	PINES COMPUTER CONSULTIN	042423 ACCESS CONTROLS PD	4675	01-6100-811	CAP OUTLAY: CONSTRUCT	11,562.40
05/05/23	42373	PINES COMPUTER CONSULTIN	042423 ACCESS CONTROLS LIFT STA	4676	07-7400-811	CAP OUTLAY: CONSTRUCT	3,328.20
05/05/23	42373	PINES COMPUTER CONSULTIN	042423 WIFI TOWNHALL, TP LINK	4677	01-6000-492	GRANT REIMBURSEMENT EXPENSE	506.00
05/05/23	42373	PINES COMPUTER CONSULTIN	042623 FINISH ACCESS CONTROL PR	4680	06-7300-811	CAP OUTLAY: CONSTRUCT	2,540.20
05/05/23	42373	PINES COMPUTER CONSULTIN	042623 FINISH ACCESS CONTROL PR	4680	01-6100-811	CAP OUTLAY: CONSTRUCT	2,540.20
05/05/23	42374	PRINCIPAL LIFE INSURANCE C	41723 ACCT. 1048895-10001	41723	01-2100	HEALTH INS WITHHELD	261.36
05/05/23	42375	RAY O'HERRON CO INC	042623 HOPKINS-WORKWEAR	2267030	01-6200-199	UNIFORM ALLOWANCE	482.97
05/05/23	42376	SHAW SUBURBAN MEDIA	043023 PC PUBLIC HEARING NOTICE	0423100251	01-6000-211	LEGAL EXPENSE	96.10
05/05/23	42377	UPS DEKALB	041823 200 CARBONLESS FORMS	04182023	01-6200-317	BUSINESS FORMS EXPENSE	80.00
05/05/23	42378	VERMEER-MIDWEST INC	041123 RENTAL CUMMINS 130HP DSL	R23275	01-6100-245	EQUIPMENT RENTAL	7,500.00
05/05/23	42379	WATER PRODUCTS CO	050223 VB RISER	0315719	07-7400-243	M&O: WELL SYSTEM	30.00
05/05/23	42380	WATER REMEDIATION TECHNO	050123 BASE TREATMENT CHARGE-	021745	07-7400-222	RADIUM REMOVAL PROCESSING	6,373.89
05/05/23	42380	WATER REMEDIATION TECHNO	050123 BASE TREATMENT CHARGE	021746	07-7400-222	RADIUM REMOVAL PROCESSING	2,773.00
05/05/23	42381	CORTLAND LIONS CLUB	2023/2024 Donation for Summerfest & P	2023-05	01-6000-421	COMMUNITY PROGRAMS	20,000.00
05/09/23	42382	CORTLAND LIONS CLUB	Close Parade/Festival and transfer to Co	2023-05A	09-7700-218	CONTRACTED GROUPS/EVENTS/LAB	6,565.68

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05/19/23	42383	ALDIS, CHERYL	042823 NIMCA & MCI MILEAGE & LUN	042823	01-6000-331	TRAVEL & TRAINING	54.63
05/19/23	42384	COMED	042523 ACCT #3504012009	042523-1	01-6100-316	UTILITIES	24.15
05/19/23	42384	COMED	042623 ACCT #0403114054	042623-1	01-6100-219	ELECTRIC - STREET LIGHTS	694.31
05/19/23	42384	COMED	042723 ACCT #2875156024	042723	07-7400-221	UTILITIES	1,144.63
05/19/23	42384	COMED	042823 ACCT #1071116045	042823	01-6100-219	ELECTRIC - STREET LIGHTS	2,567.08
05/19/23	42384	COMED	050123 ACCT #0993022049	050123	06-7300-221	UTILITIES	6,787.96
05/19/23	42385	CONSERV FS INC	032923 DIESELEX GOLD ULTRA LS CL	113019921	01-6100-371	FUEL	1,455.09
05/19/23	42386	COPS INC	012323 UNIFORM ITEMS	13156	01-6200-198	UNIFORMS	118.85
05/19/23	42386	COPS INC	032923 UNIFORM ITEMS-BRIAN SAWY	13183	01-6200-199	UNIFORM ALLOWANCE	28.31
05/19/23	42386	COPS INC	042423 VEST CARRIER	13190	01-6200-198	UNIFORMS	323.08
05/19/23	42386	COPS INC	050123 UNIFORM ITEMS	13195	01-6200-198	UNIFORMS	32.20
05/19/23	42387	DEKALB COUNTY TREASURER/	090523 09-28-100-021 RICHLAND PKW	051923	07-7400-531	REAL ESTATE TAXES	118.28
05/19/23	42387	DEKALB COUNTY TREASURER/	060523 09-29-176-003 OLD SCHOOL	051923	01-6000-531	REAL ESTATE TAXES	889.76
05/19/23	42387	DEKALB COUNTY TREASURER/	090523 09-29-176-003 OLD SCHOOL	051923	01-6000-531	REAL ESTATE TAXES	889.76
05/19/23	42387	DEKALB COUNTY TREASURER/	051923 060523 09-28-100-021 RICHLA	051923	07-7400-531	REAL ESTATE TAXES	118.28
05/19/23	42388	ELBURN NAPA	041823 3MO WTY BATTERY	858372	07-7400-241	M&O: VEH & EQUIP	62.09
05/19/23	42388	ELBURN NAPA	042123 GOLD OIL FILTER & SYNTHETI	858788	01-6300-241	VEHICLE & EQUIPMENT MAINT.	37.23
05/19/23	42388	ELBURN NAPA	042523 LOW BEAM H11 LONG LIFE	859065	01-6200-241	VEHICLE MAINTENANCE	21.49
05/19/23	42389	AT&T MOBILITY	042523 WIRELESS	2872972642	01-6200-314	TELEPHONE	555.19
05/19/23	42390	DEMON DETAILING LLC	051123 DEMON WASH & FLOOR CLEA	1	01-6200-241	VEHICLE MAINTENANCE	260.00
05/19/23	42391	FERGUSON WATER WORKS	050423 PVC SWR CAP	0458591	01-6100-255	STORM SEWER REPAIRS	238.11
05/19/23	42392	FRONTIER	051023 BROADBAND CELL SERVICE	051023	01-6000-314	TELEPHONE	257.36
05/19/23	42392	FRONTIER	051023 BROADBAND CELL SERVICE	051023	01-6100-314	TELEPHONE	135.98
05/19/23	42392	FRONTIER	051023 BROADBAND CELL SERVICE	051023	01-6200-314	TELEPHONE	338.81
05/19/23	42392	FRONTIER	051023 BROADBAND CELL SERVICE	051023	07-7400-314	TELEPHONE	111.96
05/19/23	42392	FRONTIER	051023 BROADBAND CELL SERVICE	051023	06-7300-314	TELEPHONE	167.96
05/19/23	42393	LAUTERBACH & AMEN LLP	050523 PROFFESIONAL SERVICES F	78156	01-6000-214	AUDIT & ACCOUNTING FEES	8,546.38
05/19/23	42393	LAUTERBACH & AMEN LLP	050523 PROFFESIONAL SERVICES F	78156	06-7300-213	OTHER CONSULTING FEES	1,337.45
05/19/23	42393	LAUTERBACH & AMEN LLP	050523 PROFFESIONAL SERVICES F	78156	07-7400-213	OTHER CONSULTING FEES	2,006.17
05/19/23	42394	LE PRINT EXPRESS	050823 CORTLAND ZONING MAP 2022	40247	01-6300-315	COPIES & PRINTING	10.50
05/19/23	42395	MENARDS	042623 FG STARTER, SUN/SHADE SE	89496	01-6100-224	STREET REPAIR MATERIALS	151.97
05/19/23	42395	MENARDS	050123 FURNO HEAT GUN, GOO GON	89837	01-6100-226	TOOLS AND HARDWARE	66.91
05/19/23	42395	MENARDS	050923 DUCK & SCOTCH TAPE, SQUE	90377	01-6100-235	PARKS - EQUIPMENT MAINTENANCE	214.71
05/19/23	42395	MENARDS	051023 SCOTCH HD	90434	01-6100-235	PARKS - EQUIPMENT MAINTENANCE	83.88
05/19/23	42395	MENARDS	051123 PREM SQUEEZE TUBE, LAG S	90505	01-6100-235	PARKS - EQUIPMENT MAINTENANCE	20.73
05/19/23	42395	MENARDS	051223 2X10-8' AC2 CEDARTONE	90588	01-6100-235	PARKS - EQUIPMENT MAINTENANCE	452.25
05/19/23	42395	MENARDS	051223 RODENT REPEL POUCHES &	90611	06-7300-243	M&O: SEWER PLANT	45.24
05/19/23	42396	MERRY MAIDS	051023 CLEANING-TOWN HALL-APR '2	051023	01-6100-242	TOWN HALL MAINTENANCE	93.00
05/19/23	42396	MERRY MAIDS	051023 CLEANING-PD-APR '23	051023	01-6200-242	M&O: OFFICE	314.00

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05/19/23	42397	MUNICIPAL CLERKS OF IL	072023 MCI SUMMER SEMINAR REGI	051923	01-6000-331	TRAVEL & TRAINING	35.00
05/19/23	42398	NCPERS GROUP LIFE INS	050123 LIFE INSURANCE PREMIUM	6231062023	01-2130	LIFE INSURANCE WITHHELD	128.00
05/19/23	42399	NORTHERN ILLINOIS TRAINING	040623 FY24 AUTHORIZED STRENGT	2404	01-6200-321	DUES & SUBSCRIPTIONS	765.00
05/19/23	42400	RK DIXON CO	042523 CONTRACT BASE RATE CHAR	IN4411785	01-6200-315	COPIES & PRINTING	49.28
05/19/23	42400	RK DIXON CO	052623 CONTRACT BASE RATE & OVE	IN4413516	01-6000-351	OFFICE EQUIP & MAINT	94.10
05/19/23	42400	RK DIXON CO	050123 CONTRACT BASE RATE 5/27/2	IN4424914	01-6000-351	OFFICE EQUIP & MAINT	90.86
05/19/23	42401	SAWYER, BRIAN	041723 POCKET PRESS-HANDBOOK	041723	01-6200-198	UNIFORMS	22.99
05/19/23	42402	SECOND CHANCE CARDIAC S	051023 ZOLL AED PACKAGE & CABIN	23-005-2489	01-6100-227	SMALL EQUIPMENT PURCHASES	5,326.20
05/19/23	42402	SECOND CHANCE CARDIAC S	042823 ZOLL AED PACKAGE & WATER	23-005-2490	01-6200-812	CAP OUTLAY: EQUIP/FURN	8,268.50
05/19/23	42403	SIEWIERSKI, KAITLYN	042823 NIMCA & MCI MILEAGE	042823	01-6000-331	TRAVEL & TRAINING	55.54
05/19/23	42404	SOFTWATERCITY INC.	043023 2-5 GAL WATER-PUP	043023	01-6200-312	OFFICE SUPPLIES	12.38
05/19/23	42405	SUBURBAN TIRE AUTO REPAIR	032723 GOODYEAR TIRES & INSTALL	9004442	01-6100-241	VEHICLE & EQUIPMENT MAINT.	764.19
05/19/23	42405	SUBURBAN TIRE AUTO REPAIR	051823 '07 SUPER DUTY EXHAUST RE	9005133	01-6100-241	VEHICLE & EQUIPMENT MAINT.	524.61
05/19/23	42406	ULINE	042523 MIKE RYAN CLOTHING ALLOW	162842377	01-6100-198	UNIFORMS	96.15
05/19/23	42407	VERIZON CONNECT FLEET US	050123 VEHICLE TRACKING SUBSCRI	6280000391	01-6100-314	TELEPHONE	87.25
05/19/23	42408	VERIZON WIRELESS	050123 MOBILE BROADBAND SERVIC	9933839034	01-6000-314	TELEPHONE	115.28
05/19/23	42408	VERIZON WIRELESS	050123 MOBILE BROADBAND SERVIC	9933839034	01-6300-314	TELEPHONE	178.79
05/19/23	42408	VERIZON WIRELESS	050123 MOBILE BROADBAND SERVIC	9933839034	01-6200-314	TELEPHONE	65.64
05/19/23	42408	VERIZON WIRELESS	050123 MOBILE BROADBAND SERVIC	9933839034	07-7400-314	TELEPHONE	107.93
05/19/23	42408	VERIZON WIRELESS	050123 MOBILE BROADBAND SERVIC	9933839034	06-7300-314	TELEPHONE	63.19
05/19/23	42408	VERIZON WIRELESS	050123 MOBILE BROADBAND SERVIC	9933839034	01-6100-314	TELEPHONE	178.78
05/19/23	42409	VIKING CHEMICAL COMPANY	050823 FERRIC CHLORIDE, SODIUM	145807	07-7400-345	CHEMICALS & TESTING	1,140.25
05/19/23	42409	VIKING CHEMICAL COMPANY	050823 FERRIC CHLORIDE, SODIUM	145807	06-7300-243	M&O: SEWER PLANT	1,140.25
05/19/23	42410	WELLS FARGO FINANCIAL LEA	051023 XEROX COPIER LEASE	5025075019	01-6000-351	OFFICE EQUIP & MAINT	131.85
05/19/23	42411	XEROX FINANCIAL SERVICES	042823 COPIER LEASE-PD	4198243	01-6200-315	COPIES & PRINTING	24.72
05/31/23	4686	METROPOLITAN ALLIANCE OF	050223 UNION DUES FOR APRIL	050223	01-2140	UNION DUES	180.00
05/31/23	4687	CULVER'S	051823 K SIEWIERSKI-MN CONFEREN	051823	01-6000-331	TRAVEL & TRAINING	10.96
05/31/23	4688	DIVERSIFIED BENEFIT SERVIC	050523 105-HRA REIMBURSEMENT	050523	01-6000-131	EMPLOYEE HEALTH INSURANCE	145.79
05/31/23	4689	EGGY'S DINER	051723 K SIEWIERSKI-MN CONFEREN	051723	01-6000-331	TRAVEL & TRAINING	24.83
05/31/23	4690	HYATT REGENCY MINNEAPOLI	051823 HOTE-K SIEWIERSKI-MN CONF	13864677	01-6000-331	TRAVEL & TRAINING	353.48
05/31/23	4691	IL DIR OF EMPLOYMENT SECU	051223 UNEMPLOYMENT BENEFITS-0	051223	01-6100-151	UNEMPLOYMENT BENEFITS	2,220.00
05/31/23	4692	METROPOLITAN ALLIANCE OF	052623 UNION DUES FOR MAY '23	052623	01-2140	UNION DUES	180.00
05/31/23	4693	MICROSOFT ONLINE	051123 ONLINE SERVICES	E0200N716T	01-6000-321	DUES & SUBSCRIPTIONS	107.25
05/31/23	4694	PARKONECT	051423 PARKING-K SIEWIERSKI-MN C	64387641	01-6000-331	TRAVEL & TRAINING	100.00
05/31/23	4695	THE KEG & THE PATIO	051423 K SIEWIERSKI-MN CONFEREN	051423	01-6000-331	TRAVEL & TRAINING	24.62
05/31/23	4696	THE NICOLLET DINER	051623 K SIEWIERSKI-MN CONFEREN	051623	01-6000-331	TRAVEL & TRAINING	27.58
05/31/23	4697	US POSTAL SERVICE	050323 UTILITY BILL CARDS POSTAG	050323	07-7400-311	OFFICE EXPENSE	348.00
05/31/23	4697	US POSTAL SERVICE	050323 UTILITY BILL CARDS POSTAG	050323	06-7300-311	OFFICE EXPENSE	348.00
05/31/23	4697	BRITS PUB	051523 K SIEWIERSKI-MN CONFEREN	051523	01-6000-331	TRAVEL & TRAINING	33.54

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05/31/23	4698	DIVERSIFIED BENEFIT SERVIC	051223 105-HRA REIMBURSEMENTS	051223	01-6000-131	EMPLOYEE HEALTH INSURANCE	206.17
05/31/23	4699	HYATT REGENCY MINNEAPOLI	051423 PRAIRIE KITCHEN-K SIEWIER	051423	01-6000-331	TRAVEL & TRAINING	22.21
05/31/23	4700	DIVERSIFIED BENEFIT SERVIC	051723 105-HRA REIMBURSEMENT	051723	01-6000-131	EMPLOYEE HEALTH INSURANCE	5.50
05/31/23	4701	DIVERSIFIED BENEFIT SERVIC	052623 105-HRA REIMBURSEMENT	052623	01-6000-131	EMPLOYEE HEALTH INSURANCE	230.18
05/31/23	4702	HYATT REGENCY MINNEAPOLI	051823 IIMC CONFERENCE-C ALDIS-	051823	01-6000-331	TRAVEL & TRAINING	563.37
05/31/23	4703	ADOBE EXPORT PDF	042823 ACROBAT PRO	2440200717	01-6200-351	OFFICE EQUIP & MAINT	21.24
05/31/23	4704	UNITED AIRLINES	051023 CHIEF DARGIS ORD-LAS	051023	01-6200-331	TRAVEL & TRAINING	379.80
05/31/23	4705	ADOBE EXPORT PDF	052823 ACROBAT PRO	2464670853	01-6200-351	OFFICE EQUIP & MAINT	21.24
05/31/23	4706	UNITED AIRLINES	051023 ECONOMY PLUS SEAT	051023-4	01-6200-331	TRAVEL & TRAINING	109.00
05/31/23	4707	UNITED AIRLINES	051023 CHIEF DARGIS-PRIORITY BOA	051023-1	01-6200-331	TRAVEL & TRAINING	15.00
05/31/23	4708	UNITED AIRLINES	051023 CHIEF DARGIS-PRIORITY BOA	051023-2	01-6200-331	TRAVEL & TRAINING	19.00
05/31/23	4709	UNITED AIRLINES	051023 ECONOMY PLUS SEAT	051023-3	01-6200-331	TRAVEL & TRAINING	109.00
05/31/23	4710	INTERMEDIA	050123 EXCHANGE & ARCHIVING	050123	01-6000-351	OFFICE EQUIP & MAINT	584.64
05/31/23	41740	KSDDisplays	080122 FESTIVAL SIGNS, BANNERS A	080122	09-7700-315	COPIES, PRINTING & ADVERTISING	V 40.00-
05/31/23	42302	MENARDS	031323 MAILBOX REPAIR-SNOWPLO	86733	01-6100-591	MISC EXPENSE	V 188.31-
05/31/23	999999	HUMANA INSURANCE CO	041923 HEALTH INS. PREMIUMS-MAY	981752018	01-2100	HEALTH INS WITHHELD	14,090.31
05/31/23	999999	TAMCO Capital Corporation	042023 Phone Lease	4097993	01-6000-314	TELEPHONE	130.00
Total 05/23:							188,811.96
Grand Totals:							188,811.96

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

Annual Report to the Town of Cortland- 2022-2023

The fiscal year ending April 30, 2023, was slowly and steadily busier than last year. The library was again open for the entire fiscal year, and continued with all in-person programming. Currently we are providing many programs for all ages including preschool storytime, preschool playtime, crochet for kids and adults, family storytime, craft club, young adult library lounge, anime club, book club, movie club for adults and various one time programs such as our "Day of the Dead" celebration and some canning classes. We were thrilled to host the "Mobile Museum of Tolerance" which was parked in the Town parking lot for a week last summer for all to visit. To the best of our tracking abilities, we served approximately 2,820 people at our various programs. I assume it will take a while to completely rebound in patron usage, but we are well on our way! The Library participated in all of the various Town events, and provided activities such as crafts, face painting and games. Each event seemed to have a bigger turn out than the last and we were excited to be a part of providing these events to our community. One of our smaller, but much appreciated services is the free Daily Chronicles we get for our patrons, we receive 10 a day and they are on a first come first serve basis. We also have many copies every week of the Midweek available.

Our levy income this year is \$264,623, up 13,510 from last year. We came in within budget and had some carryover, in part, because of a very generous donation of \$85,000. The majority of these funds will be set aside for future renovations.

I continue to have a full, and active library board, not always an easy accomplishment, but currently we have a great group of people. I cannot speak highly enough of my staff, they are hardworking, creative and have an amazing love of the library.

Total fiscal year patron visits 25,259

Total circulation- 32,668

Books-20,751

Dvd's- 7,765

Audio books & Cd's- 1,044

Other-186

Magazines-509

Electronic materials (downloadable e-books and audiobooks) - 2,413

ILL (Interlibrary loan) - loaned -5,695 borrowed -6,130

A total of 11,825 items transported through our blue bins for the year.



Town of Cortland

Agenda Request

Item 2.

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

ALL REQUESTS ARE SUBJECT TO THE APPROVAL OF THE MAYOR

☐ RESOLUTION ☐ ORDINANCE ☐ INFORMATION ☒ OTHER

DATE PREPARED: JUNE 21, 2023

FOR MEETING ON: JUNE 26, 2023

DESCRIPTION/TITLE: PROVISION OF ELECTRICAL & PLUMBING PLANS – SPLASH PAD

REQUIRED ACTION: RATIFICATION OF MAYOR'S SIGNATURE

STAFF/COMMITTEE RECOMMENDATION: RATIFICATION OF MAYOR'S SIGNATURE

STATEMENT OF CONCERN/SUMMARY:

AGENDA PLACEMENT:

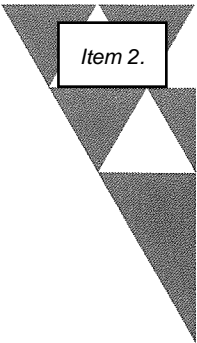
☐ BOARD REVIEW OF PENDING BUSINESS ☒ NEW BUSINESS ☐ CONCERNS ☐ STAFF REPORTS
☐ COMMITTEE OF THE WHOLE ☐ PRESIDENT'S REPORT ☐ CONSENT AGENDA ☐ UNFINISHED BUSINESS
☐ PUBLIC HEARING

Prepared by:

Approved by:

Date

k:\town board\agendas\agendas 2023\6b. june 26, 2023\agenda request wtg contract ratification.docx



Engineering • Design • Consulting

June 13, 2023

**Town of Cortland
59 S Somonauk Road
Cortland, IL 60112**

Attn: Ms. Brandy Williams

**Re: Suppeland Park Splash Pad
345 N Pampas Drive
Cortland, IL 60112**

Dear Ms. Williams:

We at The W-T Group, LLC (WTG) thank you for the opportunity to present this proposal. Pursuant to your request, we have prepared the following agreement to provide certain professional services for your project.

Understanding of Project Scope

As we understand, you require electrical and plumbing engineering services for the splash pad, per your June 12, 2023 email.

In the event that the project scope materially changes at any time during the project, WTG will evaluate the impact to our fee structure based upon the project phase, project progress, and extent of scope change. WTG will notify the client in advance of further work and provide a scope change authorization.

Services Provided by WT Group

WT Group will provide the following selected services:

- | | | |
|---|--|---|
| <input type="checkbox"/> Aquatic Engineering | <input type="checkbox"/> Mechanical Engineering | <input type="checkbox"/> ADA Consulting |
| <input type="checkbox"/> Civil Engineering | <input checked="" type="checkbox"/> Electrical Engineering | <input type="checkbox"/> Construction Mgmt. |
| <input type="checkbox"/> Land Surveying | <input checked="" type="checkbox"/> Plumbing Engineering | <input type="checkbox"/> Telecom Design |
| <input type="checkbox"/> Structural Engineering | <input type="checkbox"/> Scope Fire Prot. Specs. | <input type="checkbox"/> Other: _____ |

For the purposes of this agreement, WTG's services are explicitly limited to the selected services above. At the client's request, WTG may propose additional services otherwise not included in this document.

Services Provided by Others

WTG is a full service, multi-discipline firm. Though typically, WTG works in conjunction with other professional service firms hired and directed by others. It is understood that WTG must rely on the information provided by the client and other professionals. Unless otherwise stated, WTG is expressly not responsible for determining completion, accuracy, or performing reviews for any other services and information provided by others. However, from time to time, WTG may utilize the services of sub-consultants within our scope of services. WTG is responsible for sub-consultants that we hire and manage directly.

Project Phases

Construction Documents Phase

This phase includes providing permit documents, consisting of cover sheet, drawings, specifications and required calculations.

Construction Administration Phase

This phase includes review of shop drawings, manuals and other submittals and assisting with field orders, change orders, requests for information and clarifications. This phase also includes field observation visits, along with written report for WT's respective discipline(s) of work.

Splash Pad – Cortland, IL
 Town of Cortland
 June 13, 2023

Fee Proposal

WT Group proposes to provide the Scope of Services defined above on a **fixed fee basis** as follows:

PHASE	PHASE TOTAL
CONSTRUCTION DOCUMENT PHASE	\$7,500.00
CONSTRUCTION ADMINISTRATION PHASE	\$HOURLY
TOTAL DESIGN PROPOSAL	\$7,500.00

EXCLUSIONS

*As-builts
 DWGs of site/splash pad provided by others
 Energy Modeling*

SCOPE

This estimate is based upon our experience with similar projects. We will not exceed this upper limit without your prior approval. However, as indicated in this proposal, additional services and scope changes may require added fees.

WTG will make the Client aware at the earliest reasonable opportunity if we identify that the Project requires services that are out of Scope, excessive changes, or if additional services are warranted. The WTG representative will provide the new fee with written explanation and will require client approval prior to proceeding in any of these cases.

REIMBURSABLES

WTG may incur "Reimbursable" fees during our course of work. Examples of reimbursable costs include, but are not limited to prints, delivery service, local and long distance travel expenses, and notification fees. Reimbursable fees may be invoiced at cost plus 10%. Upon request, WTG can provide an estimated budget for reimbursable costs.

PAY TERMS

*The Project will be invoiced at milestone delivery dates and/or monthly based on percentage of completion of each phase. Payment is due within **THIRTY (30) days** of the invoice date. Should payments become delinquent, WTG reserves the right to execute any or all of the following: charge 1.5% interest per month, stop work on the project, all legal options such as collection agencies, filing liens on the property, and legal action.*

Splash Pad – Cortland, IL
 Town of Cortland
 June 13, 2023


SIGNATURE PAGE

If the above agreement meets your approval, please initial each page, sign two (2) copies, and return one (1) original to us. On behalf of WT Group, I look forward to working with you on this project.

Respectfully Submitted,

Joe Hainaut
Principal-In-Charge
Mechanical / Electrical / Plumbing Engineering Practice

ACCEPTED BY:

	6-16-2023
Client Signature	Date
Mark Pietrowski	Mayor
Print Name	Title

Project Contact Information

WT GROUP

Joe Hainaut	Principal-In-Charge
Primary Contact	Title
630.244.0408	jhainaut@wtgroup.com
Office Phone #	Cell Phone # Email

CLIENT

Brandy Williams	Engineer
Primary Contact	Title
815 756 9041	engineer@cortlandil.org
Office Phone # Cell Phone #	Email

WT GROUP – ACCOUNTING CONTACT

Accounts Receivable
Main: 224-293-6333
billing@wtengineering.com

Splash Pad – Cortland, IL
Town of Cortland
June 13, 2023

2022 BILL RATE SCHEDULE

ENGINEERING

Principal In Charge	\$ 195.00
Principal In Charge - Expert Testimony	\$ 350.00
Principal	\$ 175.00
Engineer I	\$ 95.00
Engineer II	\$ 115.00
Engineer III	\$ 135.00
Engineering Intern	\$ 75.00
CAD/BIM Technician I	\$ 65.00
CAD/BIM Technician II	\$ 75.00
CAD/BIM Technician III	\$ 85.00
Designer I	\$ 75.00
Designer II	\$ 85.00
Designer III	\$ 95.00
Project Manager I	\$ 120.00
Project Manager II	\$ 135.00
Project Manager III	\$ 150.00
Field Data Collector	\$ 75.00
Crew Chief - Solo	\$ 150.00
Crew Chief - Team	\$ 110.00
Crew Chief - Team, Construction Staking	\$ 135.00
Survey Crew Member	\$ 50.00
Utility Locator	\$ 90.00
Permitting/Utility Coordinator	\$ 110.00
Department Coordinator/Project Coordinator	\$ 75.00

ARCHITECTURAL

Principal In Charge	\$ 195.00
Principal	\$ 175.00
Project Manager I	\$ 120.00
Project Manager II	\$ 135.00
Project Manager III	\$ 150.00
Architect I	\$ 90.00
Architect II	\$ 110.00
Architect III	\$ 130.00
Designer I	\$ 75.00
Designer II	\$ 85.00
Designer III	\$ 95.00
CAD/BIM Technician I	\$ 65.00
CAD/BIM Technician II	\$ 75.00
CAD/BIM Technician III	\$ 85.00
Emerging Professional I	\$ 65.00
Emerging Professional II	\$ 75.00
Emerging Professional III	\$ 85.00

CONSULTING

Accessibility Specialist	\$ 160.00
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CONSTRUCTION MANAGEMENT

Construction Manager I	\$ 120.00
Construction Manager II	\$ 135.00
Construction Manager III	\$ 150.00
Site Superintendent I	\$ 70.00
Site Superintendent II	\$ 90.00
Site Superintendent III	\$ 110.00

ADMINISTRATIVE

Chief Executive Officer	\$ 225.00
Chief Operating Officer	\$ 195.00
Chief Financial Officer/Chief Information Officer	\$ 175.00
Chief Information Officer	\$ 175.00
Human Resources Manager	\$ 150.00
Business Development Specialist	\$ 150.00
Marketing Manager	\$ 100.00
Office Manager	\$ 85.00
A/R Manager	\$ 85.00
A/P Manager	\$ 85.00
Accounting Clerk	\$ 75.00
Administrative Assistant	\$ 75.00
IT Technician	\$ 120.00
Receptionist	\$ 50.00
Custodian	\$ 50.00

GENERAL TERMS AND CONDITIONS

1. CLIENT RESPONSIBILITIES

Client shall do the following in a timely manner so as not to delay the services of Consultant:

- a. Provide all necessary information regarding Client's requirements as necessary for the orderly progress of the work.
- b. Designate a person to act as Client's representative for the services who shall have the authority to transmit instructions, receive instructions and information, and interpret and define Client's policies and requests for Consultant's services.
- c. Arrange for access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform services under this Agreement.
- d. Give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Consultant's services, or any defect or non-conformance in the work of any Contractor.
- e. Client reserves the right by written change order or amendment to make changes in scope or time schedule adjustments, and Consultant and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes.

2. CONSULTANT RESPONSIBILITIES

Consultant shall do the following in a timely manner so as not to delay the Project:

- a. Provide professional services described more fully in the Agreement in accordance with generally accepted and currently recognized practices and principles.
- b. Give prompt written notice to Client whenever Consultant observes or otherwise becomes aware of any development that may reasonably affect the scope or timing of Consultant's services, or any defect or non-conformance in the work of any Contractor.
- c. The Design Professional shall have the right to rely on the accuracy of any information provided by the Client or provided by other consultants as directed by the Client. The Design Professional shall not be required to review this information for accuracy.
- d. Consultant shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor or any other contractors or subcontractors.
- e. Consultant makes no warranty, either expressed or implied, with respect to its services.

3. PAYMENT TERMS

- a. Consultant shall submit invoices monthly, or at project milestones, for services rendered, and reimbursable expenses incurred based upon Consultant's estimate of

the proportion of the total services actually completed at the time of billing or based upon actual hours expended during the billing period.

- b. Client shall make prompt monthly payments in response to Consultant's monthly statements.
- c. If Client fails to make any payment due Consultant for services and expenses within thirty (30) days after receipt of Consultant's statement, interest at the rate of 1.5% per month shall be added to the past amounts due to Consultant.

4. SUSPENSION AND TERMINATION

- a. Client may direct Consultant to suspend services, in whole or in part, and upon receipt of such direction in writing, Consultant shall immediately take all reasonable steps to minimize any costs resulting from the suspension. Client, however, shall pay all costs resulting from the suspension.
- b. Upon seven (7) days written notice to Client of intent to suspend services for non-payment, Consultant may suspend services under this Agreement until Consultant has been paid in full all amounts due for services, expenses and charges. Consultant shall not be liable for delays or damages resulting from any suspension of services pursuant to this paragraph.
- c. In the event Consultant's invoices remain unpaid 30 days from the date of suspension of services, Consultant may terminate the Agreement.
- d. In the event of termination of this Agreement, Client shall pay Consultant as follows:
 - a. For lump sum fees, in accordance with the percent of work accomplished to total project scope.
 - b. For time expended on the Project on hourly fee billing matters.
- e. In the event of termination of this Agreement, Client shall pay the costs Consultant incurred for sub-consultants to render professional services under this Agreement and all unpaid additional services and unpaid reimbursable expenses, plus all expenses incurred as a result of termination.

5. FORCE MAJEURE

In the case of an event beyond the control of the Client and Consultant, which prevents either Party from complying with any of its obligations under this Contract, including but not limited to:

- a. act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods);
- b. war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition, or embargo;
- c. rebellion, revolution, insurrection, or military or usurped power, or civil war;

Splash Pad – Cortland, IL
Town of Cortland
June 13, 2023

- d. contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;
- e. Disease, designated as a Pandemic or Endemic on a local or global scale;
- f. riot, commotion, strikes, go slows, lock outs or disorder, unless solely restricted to employees of the Supplier or of his Subcontractors; or
- g. acts or threats of terrorism.

Neither the Client nor the Consultant shall be considered in breach of this Contract to the extent that performance of their respective obligations (excluding payment obligations) is prevented by an Event of Force Majeure that arises after the Effective Date.

The Party (the "Affected Party") prevented from carrying out its obligations hereunder shall give notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, the Affected Party.

If and to the extent that the Consultant is prevented from executing its Services by the Event of Force Majeure, while the Consultant is so prevented the Consultant shall be relieved of its obligations to provide the Services but shall continue a good faith effort to continue to perform its obligations under the Contract so far as reasonably practicable and in accordance with Standard of Care, PROVIDED that if and to the extent that the Consultant incurs additional Cost in so doing, the Consultant shall be entitled to the amount of such Cost.

If and to the extent that the Consultant suffers a delay during the project as a result of the Event of Force Majeure then it shall be entitled to an extension for the Time for Completion.

6. REUSE OF DOCUMENTS

All documents including but not limited to reports, drawings and specifications prepared or furnished by Consultant (and Consultant's independent professional associates and consultants) pursuant to this Agreement are instruments of service in respect of the Project and Consultant shall retain all ownership and property interests therein even if the Project is not completed. Client may make and retain copies for information and reference in connection with the use and occupancy of the Project; however, such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by Consultant will be without liability or legal exposure to Consultant, or to Consultant's independent professional associates or consultants, and Client shall indemnify and hold harmless Consultant and Consultant's independent professional associates and consultants from all claims, damages, losses and expenses including reasonable attorney's fees and costs of defense arising out of or resulting therefrom. Any such verification or adaptation

shall entitle Consultant, and its independent professional associates or consultants, to compensation at the rates in effect at the time of the use.

7. STANDARD OF CARE

The standard of care for all professional services performed or furnished under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished.

8. PERMITS AND APPROVALS

It is the responsibility of the Owner to obtain all necessary permits and approvals except as otherwise noted in proposal as an included service. The Design Professional will assist the Owner as mutually agreed in writing.

9. ENVIRONMENTAL

The Design Professional assumes no responsibility for the detection or removal of any hazardous substances found at the job site.

10. JOBSITE SAFETY

The Design Professional is not responsible for job site safety or for construction means, methods, techniques or sequences. Job site safety and construction means, methods, techniques or sequences are the responsibility of the Contractor.

11. INSURANCE

- a. Consultant shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by a negligent error, omission or act for which the insured is legally liable; such professional liability insurance will provide for coverage in such amounts, with such deductible provisions and for such period of time as set forth below, and certificates indicating that such insurance is in effect will be delivered to Owner:

Amount:	\$ 2,000,000
Deductible:	\$ 80,000

- b. Consultant shall procure and maintain Workman's Compensation, General Liability, and Automobile Liability insurance as set forth below. Consultant shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Consultant.

Workman's Compensation:	\$ 1,000,000
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Splash Pad – Cortland, IL
Town of Cortland
June 13, 2023

General Liability: \$ 2,000,000/occurrence
 \$ 4,000,000/aggregate

Automobile Liability:
(hired and non-owned) \$ 1,000,000

- c. Owner shall cause Consultant and its independent professional associates and consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.
- d. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Consultant's interests in the Project. Owner shall require Contractor to cause Consultant and its independent professional associates and consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- e. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Consultant or its independent professional associates and consultants. Owner and Consultant waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Consultant shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

12. INDEMNIFICATION

- a. To the fullest extent permitted by law, Consultant agrees to indemnify and hold Client harmless from any loss, cost (including reasonable attorney's fees and costs of defense) or expense for property damage and bodily injury, including death, caused by Consultant's negligent

acts, errors or omissions in the performance of professional services under this Agreement.

- b. To the fullest extent permitted by law, Client agrees to indemnify and hold Consultant harmless from any loss, cost (including reasonable attorney's fees and costs of defense) or expense for property damage and bodily injury, including death, caused solely by the negligent acts, errors or omissions of Client or its agents or employees.
- c. To the extent that the claim at issue results from the negligence of both the Consultant and Client (or an entity or person for whom either is liable), Consultant and Client shall share the loss, cost, or expense in proportion to their relative degrees of fault.

13. DISPUTE RESOLUTION

Prior to the initiation of any legal proceedings (except for Consultant initiated claims for nonpayment for services), Consultant and Client agree to submit all claims, disputes, or controversies arising out of or in relation to the services provided by Consultant to mediation. Such mediation shall be conducted by the American Arbitration Association or such other mediation service or mediator upon which the parties agree. Client consents to suit for nonpayment in the state courts of Illinois.

14. LIMITATION OF LIABILITY

Consultant's liability to the Client for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement from any cause or causes shall not exceed the fees invoiced by Consultant on the project or \$50,000, whichever is greater. Such causes include, but are not limited to, the Consultant's negligent acts, errors, omissions, strict liability, or breach of contract.

Notwithstanding the foregoing, to the fullest extent permitted by law, Owner and Consultant waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.



Town of Cortland

Agenda Request

Item 3.

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

ALL REQUESTS ARE SUBJECT TO THE APPROVAL OF THE MAYOR

☐ RESOLUTION ☐ ORDINANCE ☐ INFORMATION ☒ OTHER

DATE PREPARED: 6-21-2023

FOR MEETING ON: 6-26-2023

DESCRIPTION/TITLE:

Approve the purchase of the Vermeer chipper from Vermeer-Midwest for \$25,500

REQUIRED ACTION:

Approve the purchase of the Vermeer chipper from Vermeer-Midwest for \$25,500

STAFF/COMMITTEE RECOMMENDATION:

Approve the purchase of the chipper from Vermeer-Midwest for \$25,000. This purchase was in the approved FY 2024 budget Cap Outlay 01-6100-812. \$40,000 was budgeted for this item.

STATEMENT OF CONCERN/SUMMARY:

AGENDA PLACEMENT:

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

Prepared by: Joel Summerhill

Approved by:

Date June 21, 2023

k:\town board\agendas\agendas 2023\6b. june 26, 2023\agenda request vermeer purchase.doc



2801 Beverly Drive
Aurora, IL 60502
630-820-3030
www.vermeermidwest.com

CONSUMER RETAIL PURCHASE ORDER AND SECURITY AGREEMENT

6/19/2023

Reference #: Q-16890-2

PO #:

Bill To:
Town of Cortland
Joel Summerhill
59 South Somonauk Road
Cortland, IL 60112
815-756-9684

Ship To:
Town of Cortland
Joel Summerhill
59 South Somonauk Road
Cortland, IL 60112
815-756-9684

1	Used 2017 Vermeer BC1800XL, 3926 hours, SN# 1VRY151Z1H1006311	\$38,000.00
	Cummins 130HP DSL, No Winch	
1	Used 2001 Vermeer Trade In E900, 800 hours, SN# 1VRW232R211000143	\$-5,000.00

Rental Credit	\$-7,500.00
Untaxed Machine	\$38,000.00
Trade	\$-5,000.00
Rental Credit	\$-7,500.00
Grand Total	\$25,500.00
Total Due	\$25,500.00

Note: Buyer certifies all Trade-Ins are free of encumbrances

Notice

Any holder of this consumer credit contract is subject to all claims and defenses which the debtor could assert against the seller of goods or services obtained pursuant hereto or with the proceeds thereof. Recovery hereunder by the debtor shall not exceed amounts paid by the debtor hereunder.

Until the seller is paid in full for said equipment, buyer shall obtain insurance naming seller as "additional insured" covering all risk of loss, theft or damage on equipment and in the event of any such loss, the proceeds of said insurance shall be paid to and assigned to seller. The buyer shall immediately deliver to the seller, a certificate of insurance indicating the same.

Applicable items denoted below:

- Sold used as-is

All warranty repairs made under this agreement must be made in dealer's shop and buyer is responsible for hauling equipment for repair. All warranty parts must be returned within 30 days. No warranty is given by the dealer for tires, batteries or accessories, and the buyer is fully responsible for repairs necessitated by accident, misuse or negligence. This warranty is not transferable.

In the event the equipment described herein is unavailable for any reason beyond the seller's control, the seller shall not be liable for any damages caused to the buyer.

Initials: _____

Quote #:Q-16

If any sales, use, excise or other tax is not stated correctly herein or is changed by an applicable government authority and effect this purchase, the amount due hereunder shall be adjusted accordingly.

Item 3.

The equipment purchased herein is hereby pledged to seller as security until the entire purchase has been paid, buyer authorizes seller to file a U.C.C.-1

Financing Statement against the buyer for said equipment, until paid in full.

The parties agree that this is the entire agreement and that no oral representation or agreement has been made which would modify this agreement or be a condition precedent or subsequent to the enforcement of this agreement and that this agreement may not be modified except by a writing signed by each of the parties.

I hereby agree

to the conditions of this order, expressed in the foregoing, constituting a purchase order contract. I hereby certify that I am 21 years of age or older and acknowledge receipt of a copy of this order. In order to secure buyer's obligations under this agreement and any extension, renewal or modification thereof, buyer hereby grants to dealer a security interest in all of the goods described herein, and all accessions and additions thereto and all proceeds thereof.

Notice to the buyer:

Do not sign this contract before you read it or if it contains blank spaces. You are entitled to a copy of the contract you sign. You have the right to pay in advance the unpaid balance of this contract.

Buyer's signature: _____ Date: _____

By signing this agreement the buyer agrees to above provisions

Salesman signature: _____ Date: _____

Initials: _____

Quote #:Q-16

29



2801 Beverly Drive
Aurora, IL 60502
630-820-3030
www.vermeermidwest.com

MERCHANDISE DELIVERY ACKNOWLEDGMENT

6/19/2023

Reference #: Q-16890-2

PO #:

Bill To:
Town of Cortland
Joel Summerhill
59 South Somonauk Road
Cortland, IL 60112
United States

Ship To:
Town of Cortland
Joel Summerhill
59 South Somonauk Road
Cortland, IL 60112
United States

1 Vermeer BC1800XL Used 2017 1VRY151Z1H1006311

I have examined this merchandise and upon delivery it is in operating order, all original power shields, guards, safety decals and roll-over protection equipment (ROPS) are in place and operational; and operating manuals were provided to the customer with the following exceptions:

Manuals, Safety Devices and ROPS Missing:
None Missing

Buyer verifies: (a) the quantities described in the accompanying delivery ticket are the quantities delivered and
(b) there are no visible defects.

Unless the buyer gives seller written notice by certified mail, return receipt, requested within three (3) days of delivery, the buyer waives any claim it may have against seller for any determinable deficiency or defect in said delivery of equipment.

The customer was instructed in proper operating procedures and advised of missing safety devices and/or ROPS

Dealer signature: _____ Date: _____ Phone Number: _____

The selling dealer hereby disclaims all express warranties other than those offered by the manufacturer, or on page one of this agreement. Buyer shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits or income or any other incidental damages.

Customer Certification

I have read this delivery acknowledgement and understand its provisions, including the warranty disclaimers. I have received instruction on safety equipment and features and on the proper operation of the merchandise. Furthermore, I acknowledge the safety device(s) or ROPS that are missing and I accept the merchandise without the noted ROPS and safety devices and waive any claim(s) against you (the dealer) and additionally agree to indemnify and hold you (the dealer) harmless for any claims, injuries or liabilities arising out of safety devices or ROPS not being in place on the above-referenced merchandise, whether resulting from my use or the use of any agent, servant or employee.

Customer signature: _____ Date: _____

Email Address: water-sewer@cortlandil.org

Town of Cortland
59 South Somonauk Road
Cortland, IL 60112

Initials: _____

Quote #:Q-16

Industrial Equipment Registration

Thank you for choosing Vermeer. To validate warranty coverage, if applicable, **OR** to register a change of ownership, this Registration must be completely filled out (in English), signed and returned **within 10 days of the Delivery Date**. This Registration will not be accepted if incomplete or falsified in any way.

Submit signed document to Vermeer Corporation, Attn: Customer Data Center via:

- (1) attach scanned file to iWarranty Product Registration record; or (2) scan and email to: customerdata@vermeer.com; or (3) facsimile to: 641-621-7739; or (4) mail to PO Box 200, Pella IA 50219 USA.

For Used Equipment purchase, # check if Replacement Manuals are required

Item 3.

Product Information					
1	Model:	BC1800XL	2	VIN:	1VRY151Z1H1006311
3	Make:	Vermeer	4	Meter Hours:	3926
Product Attachments					
5	Attachment Model:		6	Attachment VIN:	
7	Attachment Model:		8	Attachment VIN:	
9	Attachment Model:		10	Attachment VIN:	
11	Attachment Model:		12	Attachment VIN:	
13	Attachment Model:		14	Attachment VIN:	
15	Attachment Model:		16	Attachment VIN:	
Trade In					
17	Model:	E900	18	VIN:	1VRW232R211000143
19	Model:		20	VIN:	
Delivery					
21	Sale Type:		22	Retail Sale Date:	
23	Delivery Date:		24	First Used Date:	
25	Market Segment:				
Owner Information					
26	Company Name:	Town of Cortland	27	Address 1:	59 South Somonauk Road
28	Address 2:		29	Address 3:	
30	City:	Cortland	31	State/Province:	IL
32	Postal Code:	60112	33	County/Region:	
34	Country:	United States	35	Company Phone:	
36	Company Fax:		37	Toll Free Number:	
38	Parent Company #:		39	Parent Company Name:	
40	Global Account #:		41	National Store #:	
42	Are you a business?		43	If yes, Company Identification #:	
			44	If no, Are you age 18 or above?	
Primary Contact Information					
45	First Name:	Joel	46	Last Name:	Summerhill
47	Title:	Director of Public Works			
48	Contact Phone:	815-756-9684	49	Alt. Contact Phone:	
50	Contact Fax:		51	Contact Email:	water-sewer@cortlandil.org

I, the CUSTOMER/OWNER, hereby acknowledge that:

- I have received the Operator's Manual. I, or my designated operator(s), will read it before operating the machine.
- I have read and understand the safety decals on the machine.
- The dealer adequately explained safety and operation of the machine.
- If applicable, I am aware that this machine is equipped with telematics including GPS tracking equipment, which Vermeer uses to collect data about the machine's performance, features and location. I hereby consent to the use of such equipment in this machine and to Vermeer's and its dealers' use and access to such information as described in Vermeer's privacy policy located at <http://www2.vermeer.com/vermeer/NA/en/N/privacy>. I understand I may opt-out of the telematics service at any time by visiting insite.vermeer.com.
- I acknowledge I have received the Notice of Personal Information Processing.

52	Owner Representative's Signature:	X	53	Date: (MMDDYYYY)	
54	Print Name:	Joel Summerhill	55	Title:	Director of Public Works

I, the DEALER, acknowledge that:

- I have provided the owner with the Operator's Manual and have instructed the customer/owner concerning safety, proper operation, and the Limited Warranty of the machine.
- I have examined the machine according to the Receiving and Delivery Report contained in the Operator's Manual and, having made all necessary preparations, find the machine ready for customer field use.
- If applicable, I have informed the owner that this machine is equipped with telematics including GPS tracking equipment, which Vermeer uses to collect data about the machine's performance, features and location. I have informed the owner he/she/they may opt-out of the telematics service at any time by visiting insite.vermeer.com.

56	Dealer Representative's Signature:	X	57	Date: (MMDDYYYY)	
58	Print Name:	Lucas Petrocci	59	Title:	
60	Dealer Account #:	632	61	Dealer Location #:	63200
62	Salesperson Name:	Lucas Petrocci			

(1) Obtain Owner and Dealer signatures. (2) Make two or three copies. (3) Provide copy 1 to owner, retain copy 2 in dealer's file, copy 3 – if not scanned, submit to Vermeer Corp by mail.

EN
FM-NP-0040

Date Effective: 11/01/2004

Date Revised: 07/17/2018

Initials: _____

Quote #:Q-16

EFFECTIVE AUGUST 1, 2018**VERMEER NEW INDUSTRIAL EQUIPMENT LIMITED WARRANTY****12 Months / 1000 Hours**

Vermeer Corporation (hereinafter "Vermeer") warrants each new Industrial product of Vermeer's manufacture to be free from defects in material and workmanship, under normal use and service for one (1) full year after initial purchase/retail sale or 1000 operating hours, whichever occurs first. This Limited Warranty shall apply only to complete machines of Vermeer's manufacture, parts are covered by a separate Limited Warranty. **EQUIPMENT AND ACCESSORIES NOT OF VERMEER'S MANUFACTURE ARE WARRANTED ONLY TO THE EXTENT OF THE ORIGINAL MANUFACTURER'S WARRANTY AND SUBJECT TO THEIR ALLOWANCE TO VERMEER ONLY IF FOUND DEFECTIVE BY SUCH MANUFACTURER.**

EXTENDED WARRANTY OPTIONS ARE AVAILABLE FOR PURCHASE

WARRANTY TERMS During the Limited Warranty period specified above, any defect in material or workmanship in any warranted item of Vermeer Industrial Equipment not excluded below shall be repaired or replaced at Vermeer's option without charge by any authorized independent Vermeer dealer. The warranty repair or replacement must be made by a Vermeer independent authorized dealer at the dealer's location. Vermeer will pay for replacement parts and such authorized dealer's labor in accordance with Vermeer's labor reimbursement policy. Vermeer reserves the right to supply remanufactured replacement parts as it deems appropriate.

RETAIL PURCHASER RESPONSIBILITY: This Limited Warranty requires proper maintenance and periodic inspections of the Industrial Equipment as indicated in the Operator's/Maintenance Manual furnished with each new Industrial Equipment. The cost of routine or required maintenance and services is the responsibility of the retail purchaser. The retail purchaser is required to keep documented evidence that these services were performed.

This Vermeer New Industrial Equipment Limited Warranty may be subject to cancellation if the above requirements are not performed.

Vermeer Industrial Equipment with known failed or defective parts must be immediately removed from service. **EXCLUSIONS AND LIMITATIONS** The warranties contained herein shall **NOT APPLY TO:**

- (1) Any defect which was caused (in Vermeer's sole judgment) by other than normal use and service of the Industrial Equipment, or by any of the following: (i) accident (ii) misuse or negligence (iii) overload (iv) lack of reasonable and proper maintenance (v) improper repair or installation (vi) unsuitable storage (vii) non-Vermeer approved alteration or modification (viii) natural calamities (ix) vandalism (x) parts or accessories installed on Industrial Equipment which were not manufactured or installed by Vermeer authorized dealers (xi) the elements (xii) collision or other accident.
- (2) Any Industrial Equipment whose identification numbers or marks have been altered or removed or whose hour meter has been altered or tampered with.
- (3) Any Industrial Equipment which any of the required or recommended periodic inspection or services have been performed using parts not manufactured or supplied by Vermeer or meeting Vermeer Specifications including, but without limitation, engine tune-up parts, engine oil filters, air filters, hydraulic oil filters, and fuel filters.
- (4) New Industrial Equipment delivered to the retail purchaser in which the equipment/warranty registration has not been completed and returned to Vermeer within ten (10) days from the date of purchase.
- (5) Any defect which was caused (in Vermeer's sole judgment) by operation of the Industrial Equipment not abiding by standard operating procedures outlined in the Operator's Manual.
- (6) Engine, battery, and tire Limited Warranties and support are the responsibility of the respective product's manufacturer.
- (7) Transportation costs, if any, of transporting to the Vermeer dealer. Freight costs, if any, of transporting replacement parts to the Vermeer dealer.
- (8) The travel time of the Vermeer dealer's service personnel to make a repair on the retail purchaser's site or other location.
- (9) In no event shall Vermeer's liability exceed the purchase price of the product.

(10) Vermeer shall not be liable to any person under any circumstances for any incidental or consequential damages (including but not limited to, loss of profits, out of service time) occurring for any reason at any time.

(11) Diagnostic and overtime labor premiums are not covered under this Limited Warranty Policy. Oils and fluids are not covered under this Limited Warranty.

(12) Depreciation damage caused by normal wear, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, lack of proper protection during storage.

(13) Accessory systems and electronics not of Vermeer's manufacture are warranted only to the extent of such manufacturer's respective Limited Warranty if any.

(14) Down hole toolage is not covered under this warranty.

(15) Wear items which are listed below:

Antenna, Augers, Base Plates, Bearing Seals, Bearings, Belts, Brake Pads, Brushes, Bolts/Torqued Parts, Boom Wear Items, Booms, Brake Pads, Bushings, Buckets, Cable Fingers, Chain, Clamping Vise Parts, Clutches, Clutch Components, Conveyor Belts, Cups, Curtains, Cutter Wheels, Dies, Digging Chain, Digging Rims, Discharge Conveyor Belts, Drive Chuck, Drums, Earth Stakes, End Idler, End Rollers, Fan Belts, Flashings, Fuel Filters, Hammers, Infused Conveyor Belts, Infused Conveyor Chains, Jaws, Knives, Leaf Chain, Lights, Lights On Light Kits, Oil Filters, Packing Assemblies, Pins and Bushings, Pivot Rings, Plastic Wear Strips, PLOW Blades, Pockets, Rods, Rollers, Rod Loader Parts, Rooter Bands, Rotor Plates, Rubber Grouser Bars, Rubber Tracks, Rubber Track Bands, Rubber Shielding, Scraper Knives, Screens, Service Items, Shear Bar/Bedknife, Sprockets, Teeth, Tips, Tip Mounts, Tires, Tooling, Track Chain, Track Guides, Track Idlers, Track Pads, Track Rollers, Track Sprockets, Trench Cleaner (Crumbler), Trip Cleaners, Valve Seats, Water Hoses, Water Swivels, Wear Bars, Wear Blocks, Wear Plates, Wear Strips, Winch Cable, Windshield Wiper Parts.

PARTS WARRANTY: Parts replaced in the warranty period will receive the balance of the first year New Industrial Equipment Limited Warranty, during the first (12) months or 1000 hours, whichever comes first. Replacement parts after the original machine warranty, are warranted to be free from defects of material for ninety (90) days or the part will be repaired or replaced, without labor coverage for removal and reinstallation.

EXCLUSIONS OF WARRANTIES: EXCEPT FOR THE WARRANTIES EXPRESSLY AND SPECIFICALLY MADE HEREIN, VERMEER MAKES NO OTHER WARRANTIES, AND ANY POSSIBLE LIABILITY OF VERMEER HEREUNDER IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. VERMEER RESERVES THE RIGHT TO MODIFY, ALTER AND IMPROVE ANY PRODUCT WITHOUT INCURRING ANY OBLIGATION TO REPLACE ANY PRODUCT PREVIOUSLY SOLD WITH SUCH MODIFICATION. NO PERSON IS AUTHORIZED TO GIVE ANY OTHER WARRANTY, OR TO ASSUME ANY ADDITIONAL OBLIGATION ON VERMEER'S BEHALF.

NO DEALER WARRANTY. The selling dealer makes no warranty of its own and the dealer has no authority to make any representation or promise on behalf of Vermeer or to modify the terms or limitations of this warranty in any way.

ELECTRONIC SIGNATURES. Each of the parties hereto expressly agrees to conduct transactions by electronic means. Accordingly, the parties agree and intend that all electronic transmissions including, without limitation, electronic signatures, shall be considered equivalent to an original writing as provided under Iowa law, as it may be amended from time to time.

MANUFACTURED BY: VERMEER CORPORATION, Pella, Iowa 50219 USA

NOTICE OF PERSONAL INFORMATION PROCESSING

Thank you for purchasing a piece of Vermeer equipment. This notice is to inform you about the ways Vermeer processes the Personal Information of its customers and the rights you have over that information.

Identity and Contact Information: Vermeer Corporation is a U.S.-based corporation with principal place of business at 1210 Vermeer Road East, Pella, Iowa, 50219. You may contact Vermeer by any of the following means:

E-mail: privacy@vermeer.com

Postal Mail: Vermeer Corporation

Attn: Privacy, Legal Department
1210 Vermeer Road East
Pella, Iowa 50219

Phone: +1 (641) 628-3141

Our Senior Data Strategy Manager and EU-based Representative is also available to speak with you:

E-mail: jbakker@vermeer.com

Postal Mail: Vermeer EMEA

Attn: Jaap Bakker
Nijverheidsstraat 20
4458 AV 's-Heer Arendskerke
Netherlands

Phone: +31-113-272-700

Personal Information Defined: This Notice concerns the processing of Personal Information. Personal Information is any information that identifies, or, in combination with other information, can be used to identify a natural person. As used in this Notice, Personal Information is coextensive with Personal Data, as defined by Regulation (EU) 2016/679 ("GDPR").

Purposes of Processing: Vermeer processes its customers' Personal Information to support several purposes. The first category of purposes concerns Completing Orders and Providing Services. If you place an order with Vermeer for products or services, we will use your Personal Information to fulfill that order, as well as to facilitate other services or purposes as you may request or direct, such as product delivery, maintenance, warranty service, financing, leasing, or credit services. These purposes of processing are generally necessary for us to fulfill our contractual obligations to you.

We may also use your Personal Information to provide other Support Services. These include monitoring and managing the health of your equipment, delivering upgrades and product improvement communications, gauging your satisfaction with your equipment and communicating with you about your concerns, questions, and interests, and making diagnoses and repairs, ensuring product safety, and carrying out recalls. Using your Personal Information to carry out support services that relate to your safety and the safety of persons using your Vermeer equipment is necessary to the protection of your vital interests and the vital interests of others. Using your Personal Information for other support services is generally necessary for purposes of Vermeer's legitimate interests in ensuring that it meets the needs and desires of its customers, responds to their concerns, and helps to make sure their equipment stays up to date and in good working order.

Vermeer also uses customers' Personal Information for marketing purposes as detailed in its privacy policy. These purposes are necessary for Vermeer's legitimate interests in marketing to its customers and strengthening its customer base.

Finally, Vermeer uses its customers' Personal Information to support payment collections and to provide payments due to customers, both of which are necessary for performance of contract obligations; to conduct credit bureau reporting, which is necessary for compliance with Vermeer's legal obligations; to analyze market share data points, which is necessary for purposes of Vermeer's legitimate interests in better understanding the nature and state of its business and in developing corporate strategy; and to ensure security and prevent fraud, which is necessary for purposes of Vermeer's legitimate interests in protecting itself and its customers from a variety of risks to their privacy and other interests.

Recipients of Your Personal Information: In order to fulfill the purposes set out above, certain parties may receive your Personal Information from us. The recipients of your Personal Information include departments internal to Vermeer, affiliated companies, our suppliers, authorized dealers and distributors, and business partners. We may also share your Personal Information with third-party service providers, collections agencies, and public authorities.

Cross-Border Transfers: Your Personal Information may be subject to cross-border transfers. In particular, your Personal Information may be transferred to Vermeer Headquarters in the USA or to Vermeer affiliates and/or authorized dealers worldwide. The European Commission has issued an adequacy decision concerning transfers of Personal Information to the United States from the European Union, adopted July 12, 2016, which provides for the lawful transfer of Personal Information from the European Union to the United States so long as such transfers take place within the EU-US Privacy Shield Framework. Vermeer is in the process of self-certifying under that framework.

Data Retention: Vermeer keeps different kinds of Personal Information for different lengths of time, depending on the purposes for which it is processed and the unique circumstances of your situation. However, while it is impossible to say exactly how long your Personal Information may be kept, the following are criteria that Vermeer will use to make that determination: The existence and nature of any legal requirements to which Vermeer is subject concerning data retention; the nature of the relationship between you and Vermeer; the existence of any contracts between you and Vermeer and/or the existence of financing arrangements; and the necessity, as determined by Vermeer, of the Personal Information to support current or future safety campaigns, recalls, litigation or alternative dispute resolution or other legal work. In every case, Vermeer will keep your Personal Information as long as necessary to fulfill the purposes of processing as set forth in Vermeer's privacy policy.

Your Rights: The GDPR, Articles 15 to 21, grants data subjects a number of different rights over the way their Personal Information is processed. The following is intended to help you understand those rights.

Right to Access: This allows you to request information about your Personal Information, including what data Vermeer has and how and why it is being processed.

Right to Rectification: In the event that some or all of the Personal Information that Vermeer has concerning you is inaccurate, this gives you the right to have those inaccuracies rectified.

The Right to Erasure: In some cases, you may have the right to request that Vermeer erases any and all of your Personal Information that it has in its possession.

Right to Restriction of Processing: This gives you the right to request, in some circumstances, to have Vermeer process your Personal Information only with your consent.

Right to Object to Processing: This right is in bold because it is particularly important. Where Vermeer is processing your Personal Information on the ground of its legitimate interests, or to carry out tasks in the public interest or to exercise official authority, you have a right to object to the processing on grounds relating to your particular situation. In cases where you object to Vermeer's processing of your Personal Information for direct marketing purposes, the processing will cease.

Right to Data Portability: This allows you to request from Vermeer a copy of your Personal Information which it has on file and to transfer that information to someone else without interference from Vermeer. In some cases, you may be able to request that Vermeer transfer your Personal Information directly to a third party on your behalf.

Should you wish to exercise these rights, you may contact Vermeer by any of the means described above for assistance.

Withdrawal of Consent: To the extent that Vermeer processes any of your Personal Information on the basis of your consent, you have the right to withdraw consent at any time, without affecting the lawfulness of processing that was based on your consent before its withdrawal.

Making a Complaint: If you are a natural person in the EU and at any time you believe that Vermeer has violated one of your rights listed above, or if you believe Vermeer is in violation of one or more of the provisions of the GDPR, you have the right to lodge a complaint with a Data Protection Authority. More information about Data Protection Authorities is available online at https://ec.europa.eu/info/law/law-topic/data-protection/reform/what-are-data-protection-authorities-dpas_en.

Automated Decision-Making: Vermeer does not envision that the Personal Information you provide us will be subject either to profiling or to automated decision-making.



Town of Cortland

Agenda Request

Item 4.

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

ALL REQUESTS ARE SUBJECT TO THE APPROVAL OF THE MAYOR

☐ RESOLUTION ☐ ORDINANCE ☐ INFORMATION ☒ OTHER

DATE PREPARED: 6-21-2023

FOR MEETING ON: 6-26-2023

DESCRIPTION/TITLE:

Approve the repairs to the Kubota 2008 M8540 tractor.

REQUIRED ACTION:

Approve the repairs in the amount of \$19,729.04 to the Kubota M8540 tractor. Repairs to be completed by Johnson Tractor.

STAFF/COMMITTEE RECOMMENDATION:

Completing the repairs will be a cost savings compared to purchasing a new or used tractor.

STATEMENT OF CONCERN/SUMMARY:

AGENDA PLACEMENT:

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

Prepared by: Joel Summerhill

Approved by:

Date 6-21-2023

c:\users\caldis\appdata\local\microsoft\windows\inetcache\content.outlook\d0r5854f\agenda request kubota repairs.doc

Johnson Tractor Inc.
200 Steward Rd.
Rochelle, Illinois 61068
Phone # (800) 262-1680
Fax # (815) 562-5585

SOLD TO *** emailed ***
TOWN22 TOWN OF CORTLAND
P.O. BOX 519
CORTLAND, IL 60112

SHIP TO

KUBOTA M8540HDC SN: 53498 HR 3636.0 W:00
Sold By: 857 PO #: REPLACEMENT ENGI Date 6/14/23 QUOTE QR01459
Ship By: Tax #: E9997-6188-07 15:22:45 PRT: 5 Open

Tax	D	Qty	Description	Price	Amount
Group: 01					
CONCERN:					
THIS A QUOTE TO REPLACE COMPLETE ENGINE AND OTHER NEEDED PARTS					
LABOR - MISC.					
000000			LABOR & HAULING AS OF 6/14/23		1240.50
000000			LABOR ESTIMATE 35 HRS.		4550.00
** TOTAL LABOR - MISC.					5790.50
SERVICE COUNTER					
000000	1	07	1G598-24001	REPL ENG V3	12448.27
000000	1	07	HH1C0-32430	CARTRIDGE, O M007	21.46
000000	1	07	HH166-43560	FILTER, FUE L065	27.29
000000	1	07	59700-26112	FILTER, AIR L013	32.96
000000	1	07	1G311-43380	ELEMENT, FI F087	29.61
000000	1	07	55231-26150	FILTER, AIR L022	18.45
000000	1	07	3C081-17460	HOSE, WATER	48.51
000000	2	07	3C081-17450	HOSE, WATER	78.68
000000	1	07	15667-05052	ASSY PIPE, B	30.42
000000	1	07	3N300-12230	GASKET, MUF SPEC ORD	48.64
000000	1	07	1G541-97010	BELT, V DRI BELT058	40.56
000000	2	07	15108-72870	BAND, HOSE	3.65
000000	2	07	09318-89058	CLAMP, HOSE SPEC ORD	2.74
000000	1	07	3C581-79320	BELT, V BELT054	45.17
000000	3	CNH	CC2825	ANTI-FREEZE DISOIL1A	20.57
000000	1	07	T0070-79270	TANK, RECEI C037	137.10
000000	2	07	33760-56960	O-RING SPEC ORD	11.22
000000	1	07	33760-56980	O-RING SPEC ORD	11.22
000000	1	07	33760-56970	O-RING SPEC ORD	11.22
000000	1	07	T2255-38260	CLAMP, HOSE	3.84
000000	3	07	70000-10001	1 GAL 15W-4 DISOIL3B	26.51
** TOTAL SERVICE COUNTER					13288.54
SHOP SUPPLIES					
000000					150.00
FREIGHT					
000000			FREIGHT		500.00
** SUBTOTAL					19729.04

X _____

Charge Sale

Phone: (815) 739-1287

 PAY THIS
AMOUNT

\$19729.04



Town of Cortland

Agenda Request

Item 5.

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

ALL REQUESTS ARE SUBJECT TO THE APPROVAL OF THE MAYOR

☐ RESOLUTION ☐ ORDINANCE ☐ INFORMATION ☒ OTHER

DATE PREPARED: JUNE 21, 2023

FOR MEETING ON: JUNE 26, 2023

DESCRIPTION/TITLE: WAIVE BIDDING REQUIREMENT FOR PUBLIC WORKS CONTRACT IN EXCESS OF \$25,000
65 ILCS 5/8-9-1 REQUIRES AN AFFIRMATIVE VOTE OF TWO-THIRDS OF ALL TRUSTEES THEN HOLDING OFFICE (THE
MAYOR DOES NOT VOTE)

REQUIRED ACTION: AFFIRMATIVE VOTE TO WAIVE THE BIDDING REQUIREMENT FOR TOWN OF CORTLAND'S
CONCRETE PAD FOR ITS SPLASH PAD

ACCEPT THE LOWEST QUOTE PROVIDED

STAFF/COMMITTEE RECOMMENDATION: APPROVE THE QUOTE OF ELLIOTT & WOOD, INC IN THE AMOUNT OF
\$27,389.12; MONIES TO COME FROM GRANT FUNDS

STATEMENT OF CONCERN/SUMMARY:

AGENDA PLACEMENT:

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

Prepared by:

Approved by:

Date

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Elliott and Wood, Inc.
 210 Industrial Drive
 DeKalb, IL 60115
 Ph. 815-756-4555 Fax: 815-758-0207

To: Town of Cortland
Address: 1909 Somonauk Rd.
 Cortland, IL 60112

Attn: Brandy Williams
Phone: 815-756-9041
Email: engineer@cortlandil.org

Project: 37063 - TOWN OF CORTLAND,
 SUPPELAND PARK, (SPLASHPAD)

Print Date: 06/02/2023
Bid Date: 06/05/2023

Bid item Code	Description	Quan	Unit	Unit Price	Ext Price
1500	INSTALL CONCRETE SPLASH PAD, 6"	2,008.000	SF	\$ 13.64	\$27,389.12
Grand Total:					\$27,389.12

We propose to form and pour the 6" concrete pad and fine grade the gravel, Install #4 rebar @ 12" OS each way and will be installed on 3" metal rebar chairs. The concrete mix will be a 4500 lb. mix. The concrete will also have a medium broom finish. All concrete will be sawed at the appropriate sizes. Also, the concrete will be sealed with CS-309 Cure & Seal.

Exclusions

*Gravel provided by others

*No Plumbing or Electrical work

*Layout, Permits, Fees, Bond

*QC/QA Testing

*Costs associated with Winter Conditions

PAYMENT TERMS

Unless other payment terms are specifically provided below, all payments are due and payable to Subcontractor (Elliott and Wood, Inc.) within 30 days after the invoice date, or if applicable, within 15 days of payment by Owner to General Contractor.

Acceptance Of Agreement

Acceptance of Proposal - The above estimate and conditions are satisfactory and are hereby accepted. You are authorized to do the work as required. Payment will be due upon completion of the work.

Please indicate your approval below and email to: cwood@elliott-wood.com

Signature: _____ Date: _____

Printed Name: _____

Title: _____

Proposal



Proposal Date: 6/5/2023

Valid Date: 7/5/2023

Pricing subject to increase thereafter.

Proposal Submitted To:

Town of Cortland
P.O. Box 519
595 Somonauk Rd.
Cortland, IL. 60112
Attn: Brandy Williams

Work To Be Performed At:

Suppeland Park
Splash Pad

Prevailing Wage

5100' - #4 Rebar 12" OC With Chairs

2004 Sq. Ft. of 6" Thick Slab with Thickened Area for Equipment.

Also, a Thickened Perimeter Edge- 14"x8"

Job Total: \$46,881.00

Quotation prepared by: William Olsen

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. The terms of payment and conditions printed on Page (2) hereof are hereby expressly made a part of this contract.

To accept this, sign here and return: Date: _____

GENERAL CONDITIONS

- Terms of payment shall be as follows: Payment is due thirty (30) days from the invoice date. No further work will be completed until current account is paid in full. Past due accounts will be subject to a service charge of 1 ½ % per month. The Owner and/or Acceptor agree that in the event of default by non-payment of their overdue account, that shall be liable for collection charges, including court costs and attorney fees. Construction loan payouts will be accepted, if the Lender's name, address, escrow number, and contract amount are verified prior to starting work.
- Unless previously agreed to in writing, we do not assume back charges of any, nature whatsoever.
- The signed and dated proposal must be received by Wm. Olsen and Sons, Inc. before any work will begin.
- This proposal shall remain valid for a minimum period of thirty (30) days or until the date specified on the front of this form and is subject to correction of clerical errors prior to acceptance by us.
- The Owner is to carry fire, tornado, vandalism, and other necessary insurance upon work. Wm. Olsen and Sons, Inc. will carry Workman's Compensation and Liability Insurance.
- All material is guaranteed to be as specified, and the work to be performed in accordance with the drawings and specs submitted and completed in a work like manner.
- Any alterations to or deviations from the original drawings or specifications included will be made only upon written orders and are subject to additional charges.

JOB CONDITIONS

- We are responsible for any defects in workmanship, However, we cannot be responsible for small cracks which sometimes develop in concrete and are caused by, but not limited to, settling and/or shrinking, improper or no bracing of foundation walls during the backfilling process.
- We cannot always be completely familiar with load-bearing qualities of the ground on which concrete is installed. Therefore, unless otherwise stated in the proposal we will assume the ground to be adequate and will install only the gravel bases as specified in this proposal. If support piers or extra bases are deemed necessary, we should be so notified and such additional work and materials are subject to additional charges.
- Wm. Olsen and Sons, Inc. is not responsible to evaluate soil conditions to which piers, footings or foundation walls are placed or guarantees against any cracking or settling of the same caused by under strength of bearing soil. If insufficient soil conditions are present, the mobilization and demobilization of our crews and any associated additional work would be at an additional charge.
- To insure proper placement of concrete and stone we need proper access for mix and gravel trucks. If the job site conditions do not permit sufficient access, the rental/use of conveyor/pumping equipment would be at additional charges unless specifically included in the proposal.
- We will do only normal pumping of water from excavation for footing and foundation wall work. If the water continues to enter the excavated area due to high water table, field tiles, etc. the extra pumping would incur additional charges.
- All truck access to perform our work is the responsibility of the acceptor of this proposal, if weather conditions change the access before we complete our work any tractor work or gravel to make road, would be at additional charges/
- To insure proper placement of building on lot a minimum of two (2) properly placed offset stakes must be present and top of foundation elevation hub stake must be installed on lot. Wm. Olsen and Sons, Inc. cannot be responsible for the placement of the building if the offset tolerances are below 4". We may request at your cost, your surveyor to spot the wall before any concrete is place.
- Foundation wall heights must be shown on cross section drawings, if none are shown then we cannot be held responsible for incorrect wall heights.
- Complete foundation dimensions must be shown on the foundation page of the drawings, if we have to compute or scale drawings we cannot be held responsible for any errors we might make.
- The concrete mix design we use is the best available, however sometimes there are soft rocks in the concrete mix which can absorb water, freeze during the winter months, expand and cause rock pops. This deterioration is not guaranteed or warranted.
- The application of de-icing agents or salt will cause added freezing and thawing of the concrete surface. Any surface deterioration we find caused by deicing agents or salt is not guaranteed or warranted. We strongly suggest the use of sand, especially during the first year of its placement.
- We will clean the streets of mud from our trucks or redi-mix trucks if the job is on a busy street and enforced by local government. This will be completed once at the end of the work task. If cleanup is required after every trucks leaves, this would be at an additional charges.
- Placement of concrete during winter months will require frost protection which we can supply at an additional cost unless specifically included in the proposal.
- While the use of straw and thermal blankets usually keeps the concrete from freezing, we do not guarantee or warranty any frozen concrete. Wm. Olsen and Sons, Inc. is not responsible for any damage due to heaving or settling of piers, footings, foundation walls or flatwork caused by frost.
- Wm. Olsen and Sons, Inc. are not responsible for vandalism, marks or graffiti placed on soft concrete. This is a criminal act and should be reported to the local authorities. If any repairs are deemed necessary, it would be at an additional charge.



Town of Cortland

Agenda Request

Item 6.

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

ALL REQUESTS ARE SUBJECT TO THE APPROVAL OF THE MAYOR

☐ RESOLUTION ☐ ORDINANCE ☐ INFORMATION ☒ OTHER

DATE PREPARED: JUNE 22, 2023

FOR MEETING ON: JUNE 26, 2023

DESCRIPTION/TITLE: FRONTIER SERVICE AGREEMENT AND UNIFIED COMMUNICATION SCHEDULE

REQUIRED ACTION: BOARD APPROVAL OF DOCUMENTS

STAFF/COMMITTEE RECOMMENDATION: APPROVAL OF THE THREE-YEAR CONTRACT

STATEMENT OF CONCERN/SUMMARY: FRONTIER WILL DEACTIVATE FRONTIER ANYWARE PLATFORM, SERVICES, AND ASSOCIATED TELEPHONE NUMBERS EFFECTIVE SEPTEMBER 30, 2023.

AGENDA PLACEMENT:

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

Prepared by: Cheryl Aldis

Approved by:

Date June 22, 2023

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This Frontier Services Agreement ("FSA") is effective as of 06/05/2023 ("Effective Date"), by and between Frontier Communications of America, Inc. on behalf of itself and its affiliates which provide Equipment and Services identified in the Schedules ("Frontier"), and TOWN OF CORTLAND, whose primary address is 59 S Somonauk Rd, CORTLAND, Illinois, 60112- ("Customer").

This document incorporates the complete Frontier Services Agreement terms and conditions at <http://www.Frontier.com/FSA> as an integral part of the agreement (collectively, the "FSA").

Provision of Services and Equipment

Frontier will provide and the Customer agrees to pay for the communications, installation and maintenance services (collectively "**Service**"), and/or purchase or lease equipment ("**Equipment**"), described in this FSA and Schedules issued by Frontier and executed by Customer.

Customer acknowledges that certain Services may be governed by tariff or price schedule filed with the Federal Communications Commission and/or the state public utilities commission. In the event of any inconsistencies between this FSA and an applicable tariff, the tariff shall control except with respect to pricing, early termination charges or cancellation charges for which this FSA shall control.

Term

The term of this FSA will commence as of the date identified in the introductory paragraph above or the date the FSA is executed by both Parties, whichever is later (the "Effective Date") and will continue through the Service Term with respect to any Service or Equipment provided pursuant to this FSA. Customer will purchase the Services, or lease Equipment, identified in each Schedule for the period of time stated in the Schedule (the "**Service Term**"). If neither party provides the other with written notice of its intent to terminate a Service at least sixty (60) days prior to expiration, the Service Term of each Service will automatically renew for additional one-year periods, subject to the terms and conditions of this FSA and at the then applicable one-year term rate, excluding promotional rates. If the parties agree to negotiated renewal terms, such terms will not be effective unless and until documented in writing and executed by both parties.

Payment

Customer shall pay all charges set forth in the Schedules and in applicable tariffs during the Service Term. Frontier will invoice Customer any non-recurring charges ("NRC"), monthly recurring charges ("MRC"), and usage based charges.

In addition to the applicable charges set forth in the tariffs and Schedules, Customer shall pay all applicable federal, state or local sales, use, privilege, gross receipts, utility, value added, excise or other taxes (excluding taxes based on Frontier's net income), or any charges in lieu thereof, and any applicable surcharges or fees, whether government mandated or Frontier initiated in the amounts applicable at the time of billing. Customer shall also be responsible for third party charges and penalties incurred as a result of Customer's use of the Services or Equipment.

Cancellation and Early Termination Charges

If Customer cancels any Service or Equipment prior to delivery of any Equipment or installation of the Service or Equipment, Customer shall pay a cancellation charge equal to the NRC and one (1) month of MRC for the Service, plus the total costs and expenditures of Frontier in connection with establishing the Service prior to Frontier's receipt of notice of cancellation, including but not limited to any Equipment restocking fees.

Following installation, Customer may terminate a Service or Equipment by providing at least thirty (30) days prior written notice to Frontier. All unpaid amounts shall be due upon termination of any Service identified in a Schedule for any reason. In addition, and unless otherwise specifically provided in the applicable Schedule, if any Service or Equipment is terminated by Customer for any reason other than breach by Frontier or by Frontier due to Customer's breach, then Customer shall pay Frontier a termination charge equal to the applicable MRC and all related taxes and surcharges multiplied by the number of months remaining in the Service Term. Partial months shall be prorated.

Customer agrees that Frontier's damages in the event of early termination will be difficult or impossible to ascertain, and that the charges identified in this FSA are intended to establish liquidated damages in the event of termination and are not intended as a penalty.

Dispute Resolution

Except as otherwise specifically provided in or permitted by this FSA, all disputes arising in connection with this FSA shall first be resolved through good faith negotiation. If, after negotiating in good faith for a period of ninety (90) calendar days, or any agreed further period, the parties are unable to resolve the dispute, then each party may seek resolution by exercising any rights or remedies available at law or in equity. Customer and Frontier agree that each may only bring claims against the other in an individual capacity and not as a plaintiff or class member in any purported class, representative, or private attorney general proceeding.

Authorization and Entire Agreement

Each party represents that the person executing this FSA is authorized to enter into this FSA on its behalf. This FSA, the terms and conditions, including the Limitation of liability, warranty, indemnification, breach and other terms and conditions, at <http://www.Frontier.com/FSA>, and any Schedules executed by the parties constitute the entire agreement between the parties pertaining to the subject matter herein and supersedes all prior oral and written proposals, correspondence and memoranda with respect thereto. This FSA may not be modified, amended

supplemented except by written agreement signed by an authorized representative of each party.

Frontier Communications of America, Inc.

TOWN OF CORTLAND,

Signature: _____
Printed Name: _____
Title: _____
Date: _____
Contractual Notice: Frontier Communications
111 Field Street
Rochester, NY 14620
Attn: Legal Department

Signature: _____
Printed Name: _____
Title: _____
Date: _____
Contractual Notice: TOWN OF CORTLAND
59 S Somonauk Rd
CORTLAND, Illinois 60112-
Attn: Legal Department



**Unified Communications by Frontier (UcaaS) Schedule
Contact Center as a Service (CcaaS) Schedule**
Frontier Business
Frontier Confidential

This is Schedule Number **S-5550095178** to the Frontier Services Agreement dated **2023-06-05** ("FSA") by and between **TOWN OF CORTLAND** ("Customer") and **Frontier Communications of America, Inc.** on behalf of itself and its affiliates ("Frontier"). Customer orders and Frontier agrees to provide the Services and Equipment identified in the Schedule below.

Primary Service Location: 59 S Somonauk Rd, 60112-4070
SPOC: Greg Garcia

Schedule Date: 2023-06-21

Service Term: 36 Months

Schedule Type/Purpose: Order for new Services

★ Additional Service Locations may be provisioned. Addresses and location-specific Service details will be as outlined in the Frontier data collection sheet, and additional E-911 location charges apply, as outlined in the table below.

Frontier UCaaS Service	Quantity	MRC	NRC
UCF Executive DID#, chat & presence, voicemail, unlimited US & Canadian local and long-distance calling, mobile twinning, Frontier Communicator mobile & desktop clients & softphone, Outlook calendar integration, call manager, CommPortal access to manage features.	8	\$18.00	\$0.00
UCF Executive DID#, chat & presence, voicemail, unlimited US & Canadian local and long-distance calling, mobile twinning, Frontier Communicator mobile & desktop clients & softphone, Outlook calendar integration, call manager, CommPortal access to manage features.	3	\$18.00	\$0.00
UCF Executive DID#, chat & presence, voicemail, unlimited US & Canadian local and long-distance calling, mobile twinning, Frontier Communicator mobile & desktop clients & softphone, Outlook calendar integration, call manager, CommPortal access to manage features.	4	\$18.00	\$0.00

* "unlimited" is subject to FAFUP (see Section 3C below)
International LD rates are found at <https://enterprise.frontier.com/UCF-LD-International-Rates>
Rates may be modified without notice

Frontier ADD-on Service	Quantity	MRC	NRC
UCF Premium Auto Attendant	1	\$25.00	\$0.00
UCF E911 Additional Site Listing	1	\$0.00	\$0.00
UCF Yealink T54W Color 4.3" Display BT & WIFI Built in	3	\$0.00	\$0.00
UCF Yealink T54W Color 4.3" Display BT & WIFI Built in	8	\$0.00	\$0.00
UCF Yealink T54W Color 4.3" Display BT & WIFI Built in	4	\$0.00	\$0.00

Installation	Quantity	MRC	NRC
Installation Charge - Phones	15	\$0.00	\$0.00
Total:		\$295.00	\$0.00

SERVICE DESCRIPTION

1. UNIFIED COMMUNICATIONS BY FRONTIER SERVICE (UCAAS).

A. General Description: Unified Communications by Frontier (UCAAS) Service is a business voice communications service using Internet Protocol ("IP") technology. It provides voice communications between a station on the Customer's Local Area Network ("LAN") and (a) for Services provisioned over a third party



Unified Communications by Frontier (UCaaS) Schedule
Contact Center as a Service (CCaaS) Schedule
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network, a station on the Public Switched Telephone Network ("PSTN"); (b) for Services provisioned over Frontier's network, a station on Frontier's converged Services network, in each case using IP technology. UCaaS Service provides basic IP voice communications standard features such as completing calls to the PSTN, abbreviated dialing and basic calling features/call management services; and access to 9-1-1 Emergency Service, subject to the limitations and terms described herein.

B. UCaaS Service Features:

- i. The Frontier Communicator App (Softphone) provides Customers the ability to send or receive calls, chat, video and Web Conference from a smartphone, tablet or desktop/laptop device. The Softphone is only available with an Executive Seat license.
- ii. Inbound Fax. The inbound fax feature enables Customer to retrieve an inbound facsimile message from the UCaaS Service CommPortal and deliver it to Customer's email account or to a fax machine as a .pdf file. The service will require a seat license, and telephone number that will be supplied by Frontier or Customer may port in a telephone number. All inbound faxes will be stored in the fax mailbox for ten (10) calendar days and then deleted (there is no ability for retrieval). Each Inbound Fax mailbox can store approximately fifty-five to sixty (55-60) .pdf pages. The Inbound fax feature does not include reliability, redundancy, disaster recovery or business continuity features, functions, capabilities or services. Frontier has no liability for an inbound fax with poor image quality, or an undelivered fax,
- iii. UCaaS Call Recording Service. The UCaaS Call Recording Service is an optional cloud-based audio recording solution utilizing the Frontier UCaaS Service ensuring that conversations are captured according to Customer needs. The UCaaS Service Call Recording is always recording with an option to pause and resume recording. The UCaaS Service will beep every fifteen (15) seconds while a call is recording. The UCaaS Call Recording Service has additional features including audio mining, screen recording, and storage.

a) **The laws regarding the notice and notification requirements of such recorded conversations vary by jurisdiction and may change from time to time. Customer must assess their own circumstances to determine other factors that may be required to make Customer fully compliant with relevant regulations. Customer is responsible for applying the local laws in the relevant jurisdiction when using this feature. Frontier provides the ability to play a beep during each call to alert callers that the call is recording. If Customer and its permitted end users choose to record telephone calls, Customer expressly agrees and acknowledges that:**

- it will make the necessary arrangements to ensure that the caller is provided with the necessary warning about the presence of any recordings made of a call in accordance with the law;
- it will notify your employees, contractors, officers, agents, authorized representative or other third party that their telephone conversation with a caller is being recorded; and
- Frontier shall have no liability whatsoever with respect of any use made by you, your employee, contractor, officer, agent, authorized representative or other third party of the recordings and its contents, and/or of any personal information.

b) The UCaaS Service Call Recording incorporates by reference the complete Enghouse Networks (US), Inc. (Enghouse) terms and conditions located at <https://www.enghouseinteractive.com.au/> as an integral part of the Schedule. In the event of any conflict solely regarding the call recording service, between this Schedule and Enghouse terms and conditions, precedence shall follow in that order. In the event this Schedule addresses an exception to Enghouse terms and conditions the modification shall apply exclusively to the applicable Service Schedule.

c) CUSTOMER'S USE OF THIS SERVICE IS AT ITS SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS, AND FRONTIER EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SERVICE, WHETHER IMPLIED, EXPRESS, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, QUIET ENJOYMENT AND ACCURACY. FRONTIER MAKES NO WARRANTY THAT THE SERVICE IS ACCURATE, TIMELY, UNINTERRUPTED, VIRUS-FREE OR ERROR-FREE, OR THAT ANY SUCH PROBLEMS WILL BE CORRECTED. CUSTOMER IS RESPONSIBLE FOR APPLYING THE APPLICABLE LAWS IN THE RELEVANT JURISDICTION WHEN USING THE SERVICE.

d) Customer represents and warrants that it will and will cause its users and/or administrators to use the UCaaS Call Recording Service in compliance with all applicable laws and this FSA and Schedule.

e) Additional Terms

- Customer may not grant sub-licenses or otherwise transfer Customer's rights which have been granted pursuant to this Agreement;
- Customer may make copies of the system documentation, excluding training manuals and materials, provided that they are for Customer's internal use only;
- Customer may not reverse engineer, disassemble or otherwise translate the UCaaS Call Recording Service provided pursuant to this Schedule and/or FSA;
- Third party supplier, or any third party that owns the software, retains exclusive title to and all rights to the software.
- Customer acknowledges that the UCaaS Call Recording Service and documentation are the property of a third party supplier and that the only right that the Customer obtains to the Hosted Services is the right of use in accordance with the terms of this Schedule and FSA.
- Customer shall comply with all applicable laws;
- The UCaaS Call Recording Service incorporate software functionality from third parties and may only be used with the call recording platform.
- All title, ownership and intellectual property rights to the UCaaS Call Recording Service are and will at all times remain, the sole and exclusive property of Frontier and/or its suppliers and licensors.

f) To the extent permitted under applicable law, Customer shall indemnify, defend and hold harmless Frontier and its underlying service providers, licensors and suppliers, and each of their respective subsidiaries, affiliates, officers, agents, and employees, from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, made by any third-party due to or arising out of or relating to Customer's authorized, unauthorized, lawful or unlawful use of the Services, your breach of the FSA, your inability to access the Service, the use of any linked sites, your



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reliance on any errors or omissions on the Service, the propagation and/or contraction of any computer virus in connection with your use of the Service or your violation of any state or federal laws and regulations. These obligations will survive any termination of your relationship with Frontier or Customer's use of the call recording service. Frontier reserves the right to assume the defense and control of any matter subject to indemnification by Customer in which event Customer will cooperate with Frontier in asserting any available defenses.

C. Availability, Limitations, and Exclusions.

- i. Service Availability: Customer's eligibility to receive IP Service, Customer's Local Area Network ("LAN") environment must be at least 10Mb/100Mb/1000Mb Ethernet; LAN ports used for voice must be set to full-duplex; Customer's LAN must have adequate bandwidth and ports to support the minimum amount of concurrent voice and data traffic ordered by Customer.
 - ii. Limitations: Customer understands that use of the Services is restricted in the following manner: (a) at any given time, Customer may only place as many concurrent calls as it has purchased simultaneous calling capacity; (b) Customer's modification of Frontier installed design and/or configuration is at Customer's risk; (c) Customer may not utilize auto-dialers or any similar type of device in connection with UCaaS Frontier Service; (d) Customer may not utilize UCaaS Service in any call center environment or in connection with any similar such application; and (e) Customer may not use UCaaS Service for telemarketing, fax broadcasting, fax blasting, or continuous or extensive call forwarding. CUSTOMER EXPRESSLY ACKNOWLEDGES THAT ANY VIOLATION OF THE FOREGOING RESTRICTIONS ON ITS USE OF THE SERVICE WILL IMMEDIATELY VOID AND INVALIDATE FRONTIER'S OBLIGATIONS AND PROVISION OF SERVICE UNDER THIS AGREEMENT AND WILL RESULT IN THE IMMEDIATE TERMINATION OF THE SERVICE BY FRONTIER.
 - iii. Exclusions. The Service does not include reliability, redundancy, disaster recovery or business continuity features, functions, capabilities or services. The Service is provided over broadband networks, as a reasonable best efforts service without warranty, guarantees or service level commitments. Customer will not be able to make or receive calls with the Service if the Frontier network or DSL service is down or impaired or if any third party network or service used in conjunction with the Service is down or impaired. Service may also be adversely impacted by congestion on the Customer's LAN, Frontier's network or DSL service and/or third party network or service.
- C. Changes. Throughout the Service Term, Customer may add subsequent lines at the rates and terms applicable under this Service Schedule, reduce the number of lines reflected in this Service Schedule without payment of the termination charge (please note, cancellation of entire account will be subject to the early termination charge), or make modifications to existing Services provided that such changes may be subject to a change fee (collectively "Changes"). Customer may request Changes via telephone, provided that Frontier may (but will not be required to) ask Customer to validate such Change request via email or other document. All such Changes and the resulting Services will be subject to the terms and conditions of this Schedule.
- D. Training. Training for this Service will utilize training videos. These videos are a user interactive web-based training aid, which can be accessed at any time at <https://enterprise.frontier.com/blog/unified-communications-by-frontier-product-tutorial-videos>. Videos included are Business Group Admin Portal, End User CommPortal, Frontier Communicator Desktop App, Frontier Communicator Mobile App, and iACD. In the event that onsite training is requested, additional charges will apply and must be noted as an exception to the standard Installation Services Scope of Work

3. WEB MEETING AND VIDEO CONFERENCE SERVICE.

- A. General Description: Upon and subject to the terms of the FSA and this Schedule, including without limitation the license restrictions, the number of authorized licenses and payment terms, Customer is hereby granted a non-exclusive, non-transferable, limited, revocable license to use, during the applicable Service Term only, the Web Meeting and Video Conference Services. Prior to permitting any Customer to use the Web Meeting and Video Conference Service, Customer shall agree to the Accession Communicator End User License Agreement available at www.metaswitch.com/legal/standard-terms-and-conditions as it may be updated from time to time by Metaswitch, which is hereby incorporated into the Schedule by reference.
- i. Meeting Collaboration (Executive Seat Required) Supports conferences of up to 500 participants, scheduled and ad-hoc conferences, video conferencing, desktop and file sharing, desktop remote control, conference recording. Meeting Collaboration supports Windows, MacOS, iOS & Android, single-click uplift from one-to-one Frontier Communicator (mobile and desktop application) calls or IM sessions to conferences, Microsoft Outlook integration
 - ii. Meeting Webinar (Executive Seat Required) Webinars offer full function webinars for up to 100, 500, or 1,000 attendees, with support for up to 100 participants (webinar host, co-host and panelists), all with the capability to share video, web presentations, whiteboards and more. The remaining view-only attendees are able to send chat messages or participate in polls created by the host
- B. Restrictions, Warranties and Limitations:
- i. Restrictions: Customer shall not distribute, reproduce, modify, sublicense or use any of the Web Meeting and Video Conferencing Service other than as permitted above. Customer shall not be permitted to do any of the following:
 - (a) remove or modify any copyright or proprietary rights notices and/or legends appearing on or in the Web Meeting and Video Conferencing Service.
 - (b) decompile, disassemble, reverse engineer, "unlock", attempt to access or discover the source code of, or disclose any trade secrets embodied in any of the Web Meeting and Video Conferencing Service or component thereof, nor attempt to do any of these things, nor



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encourage, assist or permit any other third party to do any of the foregoing; except and only to the extent that such activity is expressly required by applicable law notwithstanding this limitation.

(c) Should such conduct occur inadvertently or intentionally and whether by Customer or permitted end users, Customer shall promptly disclose the information discovered to Frontier, and Customer shall not disclose any such information to any third party.

ii. Warranties: THE WEB MEETING AND VIDEO CONFERENCING SERVICE IS PROVIDED ON AN "AS IS" BASIS AND FRONTIER AND ITS SUPPLIERS MAKE NO WARRANTY OF ANY KIND IN RESPECT OF THE WEB MEETING AND VIDEO CONFERENCING SERVICE, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON - INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, ABSENCE OF VIRUSES, RESULTS OR WORKMANLIKE EFFORT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. FRONTIER'S LIMITED WARRANTY AS SET FORTH IN THE FSA BETWEEN FRONTIER AND CUSTOMER SHALL NOT APPLY TO THE WEB MEETING AND VIDEO CONFERENCING SERVICE.

iii. Limitations: IN NO EVENT WILL FRONTIER METASWITCH OR ITS SUPPLIERS OR LICENSORS BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES, OR FOR LOSSES DUE TO LOST PROFITS, INCOME OR SAVINGS, OPPORTUNITY COSTS, LOSS OR CORRUPTION OF DATA OR SOFTWARE, OR LOSS OF USE OF FACILITIES OR EQUIPMENT ARISING OUT OF OR RELATED TO THE Web Meeting and Video Conferencing Service, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE. THE PARTIES AGREE THAT THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF THE FORM IN WHICH SUCH CLAIMS ARE BASED (WHETHER IN CONTRACT, TORT, OR OTHERWISE) AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LIABILITIES. NOTHING IN THIS SECTION SHALL LIMIT OR EXCLUDE FRONTIER'S OR ITS SUPPLIERS' OR LICENSORS' LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY SUCH PARTY'S NEGLIGENCE OR FRAUD OR FRAUDULENT MISREPRESENTATION.

4. CUSTOMER OBLIGATIONS. In addition to the other obligations of Customer contained within the FSA, Customer will be responsible for the following obligations:

A. Customer Facilities: Except as otherwise expressly stated herein, Customer is responsible for obtaining, installing, configuring and maintaining all equipment (including, but not limited to, SIP phones, and firewalls), software, wiring, power sources, telephone connections and/or communications services necessary for inter-connection with Frontier's network or otherwise for use in conjunction with IP Service ("Facilities"). Customer is responsible for ensuring that such Facilities are compatible with Frontier's requirements and that they continue to be compatible with subsequent revision levels of Frontier's Network relevant to the Services, and for meeting the minimum requirements outlined for UCaaS Service at www.frontier.com/terms. Frontier is not responsible for the availability, capacity and/or condition of any Facilities not provided by Frontier. Customer is responsible for operation and configuration of its computer(s) and LAN/WAN. If Customer connects any Facilities to IP Service, Customer is solely responsible for any effects that arise from that connection and Customer waives any claims against Frontier relating to the performance of IP Service.

B. Security:

- i. Use of IP Service, like other network-based services, carries certain security risks to the systems and networks of Customer, Frontier, and third parties, including but not limited to: misuse; unauthorized access; alterations; theft; destruction; corruption; and attacks ("Occurrences"). Customer shall, at its own expense, take security measures including but not limited to use of firewalls, passwords, access restrictions, encryption, policies, and physical access restrictions ("Security Measures") to protect from Occurrences all IP traffic, Facilities and other equipment, software, data and systems located on Customer's premises or otherwise in Customer's control and used in connection with IP Service, whether owned by Customer, Frontier, or Frontier's subcontractors. CUSTOMER AGREES THAT FRONTIER IS NOT LIABLE, IN CONTRACT, TORT, OR ON ANY OTHER BASIS, FOR ANY LOSS RESULTING FROM ANY OCCURRENCES OR USE OF FRONTIER'S NETWORK, IP TRAFFIC, FACILITIES OR OTHER EQUIPMENT, SOFTWARE, DATA AND SYSTEMS. CUSTOMER IS RESPONSIBLE FOR ALL SECURITY MEASURES, EVEN IF CUSTOMER USES A THIRD PARTY OR FRONTIER TO CONFIGURE AND IMPLEMENT THEM.
- ii. Customer shall properly use any equipment or software, and all pass codes, personal identification numbers ("**PINs**") or other access capability obtained from Frontier or an affiliate or vendor of Frontier and shall surrender the equipment and software in good working order to Frontier at a place specified by Frontier and terminate all use of any access capability upon termination or expiration of this Schedule. Customer shall be responsible for data loss for all uses of PINs, pass codes or other access capability during or after the term hereof. Customer's use of any software component of the Service is limited to use with the Service, subject to and in strict compliance with the end user license agreement embedded in the software. Title and all other rights to the software shall remain at all times with Frontier or its suppliers. Customer is responsible for all costs and procedures associated with fraud, such as subscription fraud, cloning fraud, fraud associated with the use of the Service, hacking, or usage on lost or stolen devices that Customer has failed to notify Frontier should be deactivated.
- iii. Customer is solely responsible for the security of its own networks, equipment, hardware, software and software applications, including security features for protection against unauthorized or fraudulent use of the Equipment or the Service. Customer is solely responsible for ensuring that all of Customer's data files are adequately duplicated and documented at all times. Frontier and its contractors are not responsible or liable for data loss for any reason. Abuse that occurs as a result of Customer's systems or account being compromised or as a result of activities of third parties permitted by Customer may result in suspension of Customer's accounts or Internet access by Frontier. Customer will defend and indemnify Frontier and its affiliates with respect to claims arising from Customer's or third parties' usage of the UCaaS or Frontier Internet access through Customer's hardware or software.
- iv. **Frontier disclaims any express or implied warranty or condition that the Services prevent toll fraud, unauthorized access, loss or theft of electronic data, or invasion of privacy (collectively, "fraudulent activity"). Frontier shall have no liability to Customer in the event of such fraudulent activity.**

C. ACCEPTABLE AND FAIR USE. Customer shall comply, and shall cause all Service users to comply, with Frontier's **Acceptable Use Policy ("AUP")** and the United Communication by Frontier **Fair Use Policy ("UCFUP")**, each as may be modified by Frontier from time to time. The current AUP and FAFUP are



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available for review at the following address, subject to change: <http://www.frontier.com/policies>. **Customer is responsible for maintaining awareness of and adhering to the AUP and FAFUP as amended from time to time.** Failure to comply with the AUP or FAFUP is justification for immediate suspension or termination of the Service, notwithstanding any notice requirement which may otherwise be outlined in the FSA.

D. EMERGENCY 911 SERVICE.

- i. **Customer agrees to and acknowledges Customer's responsibility to (a) identify one or more individuals to whom email and / or phone notification will be provided (the "Point(s) of Contact") in the event of a 911 call, (b) enter the contact information for each such Point(s) of Contact in the Administrator Com Portal and (c) read, review and utilize the instructions in this regard available at <https://business.frontier.com/smartvoice-911>.**
- ii. Customer acknowledges that IP phones and Softphones are portable and may be used at the Service Location or elsewhere. **IF THE IP PHONE OR SOFTPHONE IS MOVED, CUSTOMER MUST CALL FRONTIER AT 855-438-7273 TO REGISTER THE PHONE'S NEW LOCATION FOR EMERGENCY CALLING PURPOSES.** There are additional charges for each new location that Customer would like to register phones. These locations must be ordered in advance, in order to properly register the phones' new location. **If the new locations are not ordered in advance, 911 calls will not be delivered to the correct Public Safety Answering Point ("PSAP") until the new location is ordered, configured in the system, and the phone properly registered to the new location.**
- iii. Customer shall notify and inform each user that (a) 911 calls may not be delivered to the correct PSAP in some locations and that delays may occur in making a new location available through the PSAP's database; (b) 911 calls will be misdirected if the IP phone or Softphone is moved without registering its new location and that in such case if it becomes necessary for the user to seek assistance by using E-911 Service, any such call from an IP phone will identify such user's location as being at the prior location, and will be directed to the E-911 PSAP associated with the prior location, and not where the user is physically located, and (c) the IP phones cannot be used for any calls, including emergency calls, if the broadband connection used by the phone fails, or if electrical power is not available to power the phone. **IN ADDITION, CUSTOMER IS RESPONSIBLE FOR ENSURING THAT ANY WARNING LABELS PROVIDED BY FRONTIER OUTLINING THE LIMITATIONS OF 911 SERVICES OVER IP PHONES ARE PLACED ON AND/OR NEAR THE EQUIPMENT USED IN CONJUNCTION WITH THE IP PHONE SERVICE.**
- iv. Customer is advised that the operation of e-911 requires accurate information be provided by Customer to Frontier for storage in Frontier's database, which Customer is solely responsible for updating. Further, Customer acknowledges and agrees that e-911 service will not be available, and Frontier assumes no liability: (a) if there is a power failure or some other type of failure of the equipment installed at the Service Location; (b) if there is a failure or congestion of the access connection (such as dsl or t-1 connection) or associated equipment provided to connect the Service Location to the VOIP service network; (c) if there is a failure or congestion of the VOIP network providing Customer's VOIP service, the public switched telephone network (pstn), the 911 service provider's network or the emergency services network; (d) if Customer is using the Services outside of the United States; (e) if Customer has moved the VOIP device, delayed in providing or failed to provide accurate location information to Frontier, or the information provided has not yet been updated by or is inaccurate; (f) if the Services have been disconnected or suspended for non-payment or any other reason; (g) for those circumstances under which 911 service may be limited to traditional 911 service rather than enhanced 911 (or 'e-911'). With e-911 the Customer address and callback information is automatically provided to the emergency services systems; or (h) failure of emergency services under certain circumstances, including but not limited to, those circumstances in which Customer is using call forwarding, call redirection or blocking services, and/or when the emergency callback number is configured to ring a phone at a different location than the Customer's VOIP device. If e-911 service is not available in Customer's area or at the time of the 911 call, then, the system may default to traditional 911 service and the Customer may be required to verbally inform the 911 call taker or emergency responder of their address and phone number.
- v. 911 service is offered solely as an aid in contacting an appropriate PSAP in connection with fire, police and other emergencies. **FRONTIER IS NOT RESPONSIBLE FOR ANY LOSSES, CLAIMS, DEMANDS, SUITS OR ANY LIABILITY WHATSOEVER, WHETHER SUFFERED, MADE, INSTITUTED OR ASSERTED BY CUSTOMER OR BY ANY OTHER PARTY OR PERSON FOR ANY PERSONAL INJURY TO OR DEATH OF ANY PERSON OR PERSONS, AND FOR ANY LOSS, DAMAGE OR DESTRUCTION OF ANY PROPERTY, WHETHER OWNED BY CUSTOMER OR OTHERS, CAUSED OR CLAIMED TO HAVE BEEN CAUSED BY: (a) MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS OR OTHER DEFECTS IN THE PROVISION OF EMERGENCY 911 SERVICE, OR (b) INSTALLATION, OPERATION, FAILURE TO OPERATE, MAINTENANCE, REMOVAL, PRESENCE, CONDITION, LOCATION OR USE OF ANY EQUIPMENT AND FACILITIES FURNISHING THIS SERVICE, OR (c) CUSTOMER'S FAILURE TO NOTIFY FRONTIER WHEN A PHONE IS MOVED IN A TIMELY MANNER.**
- vi. **FRONTIER IS NOT RESPONSIBLE FOR ANY INFRINGEMENT OR INVASION OF THE RIGHT OF PRIVACY OF ANY PERSON OR PERSONS, CAUSED OR CLAIMED TO HAVE BEEN CAUSED, DIRECTLY OR INDIRECTLY, BY THE INSTALLATION, OPERATION, FAILURE TO OPERATE, MAINTENANCE, REMOVAL, PRESENCE, CONDITION, OCCASION OR USE OF EMERGENCY 911 SERVICE AND THE EQUIPMENT ASSOCIATED THEREWITH, OR BY ANY SERVICES FURNISHED BY FRONTIER INCLUDING, BUT NOT LIMITED TO, THE IDENTIFICATION OF THE TELEPHONE NUMBER, ADDRESS OR NAME ASSOCIATED WITH THE PHONE USED BY THE PARTY OR PARTIES ACCESSING EMERGENCY 911 SERVICE, AND WHICH ARISE OUT OF THE NEGLIGENCE OR OTHER WRONGFUL ACT OF FRONTIER, CUSTOMER, ITS SERVICE USERS, AGENCIES OR MUNICIPALITIES, OR THE EMPLOYEES OR AGENTS OF ANY ONE OF THEM.**



Unified Communications by Frontier (UcaaS) Schedule
Contact Center as a Service (CcaaS) Schedule
Frontier Business
Frontier Confidential

- vii. **Customer specifically acknowledges receipt of and understanding of these limitations on emergency calling capabilities.** Customer shall defend, indemnify and hold harmless Frontier from any loss, cost, expense or liability arising from or in any way related to Customer's failure to provide the required notices, or otherwise related to any use of E-911 Services, not caused by the negligence or willful misconduct of Frontier.

6. Producer Price Index Adjustment. Unless otherwise prohibited by tariff, regulation or applicable law, Frontier shall, once per year in July, increase the Monthly Recurring Charge (MRC) for each service by the annual increase in the Producer Price Index for Total Final Demand as published by the U.S. Bureau of Labor Statistics ("PPI-FD"). The adjustment will be based on the percentage increase, if any, in PPI-FD for the most recent yearly period ending April 30th compared to the prior 12 month period ending April 30th and shall not exceed 9.5% in any year. The increase, if any, will be reflected as either an increase in the base MRC or as a separately stated item and occur for the first time in July of the calendar year after service installation.

This Schedule is not effective and pricing, dates and terms are subject to change until signed by both parties. This Schedule and any of the provisions hereof may not be modified in any manner except by mutual written agreement. The above rates do not include any taxes, fees or surcharges applicable to the Service. This Schedule, the documents incorporated herein by reference, and all terms and conditions of the FSA comprise the entire agreement between the parties with respect to the Services described herein, and supersede any and all prior or contemporaneous agreements, representations, statements, negotiations, and undertakings written or oral with respect to the subject matter hereof.

Frontier Communications of America, Inc.

TOWN OF CORTLAND

Signature: _____
Printed Name: Greg Garcia
Title: Enterprise Sales Leader
Date: _____

Signature: _____
Printed Name: _____
Title: _____
Date: _____



Unified Communications by Frontier (UcaaS) Schedule
Contact Center as a Service (CcaaS) Schedule
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Attachment 1
Scope of Work
Installation Services

1. Overview.

- a. This Scope of Work ("SOW") outlines the services and deliverables Frontier will provide as part of the Installation Services. In addition, this SOW outlines the roles and responsibilities of Frontier and Customer with respect to the Installation Services, and the key dependencies upon which this SOW is based.
- b. During the installation process, Frontier will work closely with Customer on a consultative basis to ensure the successful completion of this SOW. **This SOW outlines all services and deliverables covered by the compensation outlined in the Schedule.** Any requested changes or additions to this SOW may only be accommodated according to the change management process outlined in Section 7 of the Schedule.
- c. The services and deliverables described in this SOW are designed to properly configure the Equipment according to manufacturer specifications. In addition, all work performed by Frontier pursuant to this SOW will comply with manufacturer-recommended installation procedures.
- d. The work described under this SOW will begin on a date mutually agreeable to Customer and Frontier. The start date will be determined following full execution of both the Schedule incorporating this SOW and the underlying Frontier Service Agreement.

2. Key Assumptions. This SOW and related pricing are based on the following key assumptions. If these assumptions are not met, changes in project scope, pricing and/or schedule may be required in order to satisfy project objectives.

- a. Hours. All work will be performed during normal business hours (8:00am – 5:00pm local time, excluding holidays).
- b. Installation. Customer is responsible for providing and configuring all routers, switches, and servers necessary for installation of the Equipment. Frontier is not responsible for anything outside the scope of this SOW, unless outlined in a mutually agreed Change Order to this SOW.
- c. Wiring. Wiring is in place, easily accessible, in proper working order, properly identified on both ends and within reach of the provided 2m patch cord for IP devices or the provided 12' line cord for digital devices of the set location is to be placed for this installation. Unless otherwise specifically agreed in Section 6 or a Change Order, installation and/or repair of wiring is not included in this SOW.
- d. Standards. All routers and switches supporting a VoIP System must meet industry standards for Quality of Service (QOS).
- e. Installation Site. Customer will ensure that the installation site is prepared for and compatible with the installation services and operation of the Equipment, including but not limited to the following:
 - Customer will provide needed Cat5E / Cat6 cable
 - Customer will provide power at locations of phones
 - A single point of contact for all phone design decisions.
 - Provide adequate bandwidth to support all listed above

**** **ADDITIONAL SITE INFORMATION** ****

- f. Scheduling. Frontier resources will be assigned and scheduled based on availability. An initial project meeting will be held with the Frontier implementation team and Customer-designated representatives. During this meeting critical implementation milestones will be determined. If applicable a Frontier-assigned Project Manager will be responsible for maintaining the master project schedule. Installation Services will be performed during regular business hours (8 a.m. to 5 p.m. local time) unless otherwise outlined in Section 6.
- g. Cut-Over. Installation Services by Frontier will be completed in one (1) single continuous phase, unless a "multi-phased" implementation is requested by Customer and agreed per Section 6 or Change Order. In the event a multi-phased implementation is requested, additional charges will apply.
- h. Removal of Existing Equipment and Infrastructure. Frontier is not responsible for removal, disposal and cleanup of existing cable, telephony and associated equipment (e.g., power supplies, racks, blocks, etc.), unless specified in Section 6.
- i. Out-of-Scope Services. For clarification, anything not expressly identified in this SOW as provided by Frontier is out-of-scope, including but not limited to the following:
 - Hardware, software, telecommunications or network technology not included in the original design.
 - Installation and configuration changes that result from site additions or relocations that were not included in this SOW.
 - Delays of more than one half (1/2) hour resulting from Customer's failure to meet its responsibilities.
 - Additional site visits required by Frontier personnel as a result of changes in Customer requirements or Customer's failure to meet its obligations.

3. Frontier Responsibilities.

- a. Scope. As part of the UCaaS service, Frontier will provide a site installation that includes all equipment itemized above

**** **ADDITIONAL FRONTIER RESPONSIBILITIES** ****

- b. Performance of Work. Frontier will install the Equipment. Installation Services will be performed in a workmanlike manner consistent with manufacturer-published specifications and practices. Workmanship will comply with applicable NEC (National Electric Code) and TIA (Telecommunication Industries Association) standards.



**Unified Communications by Frontier (UcaaS) Schedule
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Frontier Business
Frontier Confidential

c. **Miscellaneous.** Frontier is also responsible for the following:

- Provide status to Customer SPOC per a mutually agreed schedule.
- Provide installation, configuration and testing of Equipment & licensed software.
- End user training per Section 1D.
- Basic system administration training per Section 1D.
- Provide system documentation to Customer.
- Provide support contact information to Customer to respond to questions during the installation project.
- Prior to the scheduled installation date, Frontier will provide manufacturer and/or Equipment and license specific requirements for QoS, DHCP, application and integration with respect to the design and configuration to which Customer's network must adhere.
- Confirm that all shipped Equipment to the Installation Site aligns with the Parts List ordered by Frontier on behalf of the Customer.

4. Customer Responsibilities: Customer is responsible for all network elements not specifically identified in this SOW as a Frontier responsibility, including but not limited to the following:

- Provide a qualified SPOC responsible for communicating Customer's requests to Frontier and assume responsibility for all requests for modification.
 - Ensure that Customer Information Technology resources will be available as required by Frontier.
 - Provide Frontier employees or representatives access, escort, suitable workspace and safety training (if required by Customer).
 - Actively and promptly assist in database gathering and providing all information required by Frontier for installation purposes.
 - All data network requirements (hardware and software), except as otherwise specifically ordered through Frontier.
 - All voice and data wiring, except as specifically outlined in this SOW or a separate Frontier Schedule. Any required modifications/adds/repairs during the installation project are billable.
 - QoS for VoIP systems; (i.e. Customer shall insure minimum bandwidth requirements are met)
 - Administrative formal training for Customer employees, unless ordered through Frontier.
 - Manage and coordinate 3rd party vendors, as necessary, to allow the installation project to proceed as scheduled.
 - All manufacturer recommended environmental, HVAC, power and grounding requirements.
 - All patch cables that are required with the exception of the single 2m (6.5') patch cord provided with each IP device or a single 12ft line cord for each digital phone.
 - Ensure that all network equipment, configurations, cabling, power and grounding requirements are completed prior to installation start date.
 - Provide Frontier with two (2) copies of current floor plans of the Installation Site that identify the placement of all cable plant, desktop devices, voice mailbox users and PCs as applicable to Frontier's installation responsibilities hereunder. These floor plans must be signed to indicate their completeness and accuracy. If cable records are inaccurate or unavailable, Frontier will require the purchase of cable "Tone & Testing" to generate updated cable plant and cross-connect records.
 - All drilling at the Installation Site with the exception that Frontier will complete any drilling to secure required Equipment racks.
 - Ensure all servers and computers supplied by the Customer meet the hardware and software specifications for all application software purchased.
 - Provide Frontier with all required information to successfully integrate Installed Equipment and any OEM equipment supplied by the Customer.
 - Provide a secure location for Equipment shipped to the Installation Site and sign required documentation (e.g. packing slip) to confirm receipt of ordered Equipment at the Installation Site. Upon signing the required documentation, the Customer is responsible for all Equipment.
 - Wiring, cabling and connection to interface(s) of 3rd Party vendor equipment associated with the Installation (including headsets)
 - Provide adequate conduit, duct and trough availability for required cabling associated with the installation.
 - Prior to Project implementation, identify and remove all contaminated areas from asbestos or other hazardous materials. If Frontier discovers contaminated areas during Installation, Frontier will cease all Project activity until all hazardous materials are removed. Customer is responsible for all costs associated with removal of hazardous materials and additional costs incurred from Project delays due to the removal of hazardous materials.



Public Works Department Monthly Report May 2023

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

STREETS, PROPERTIES, AND STORM SEWER

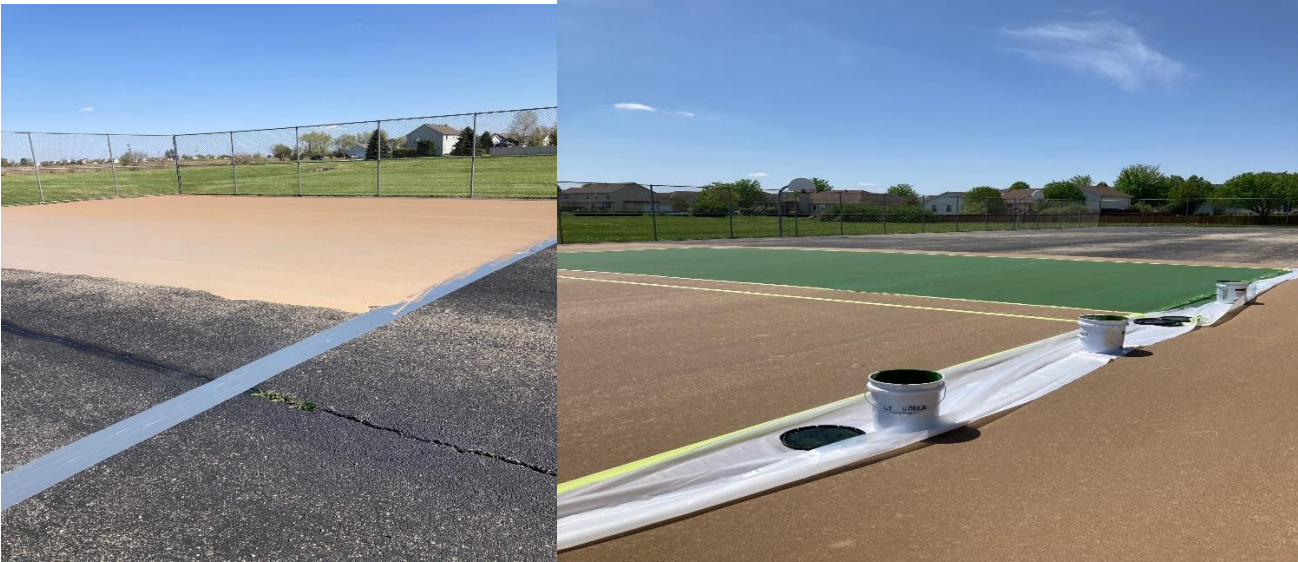
- Patched potholes as needed.
- Mowed Town property
- Relocated street sign in Neucort Lakes.
- Pumped out the detention area in Neucort Lakes, the storm sewer pipe was completely plugged with a toy bucket.
- Repaired 9 storm sewer inlets in Neucort Lakes in preparation for road sealcoating.
- Replaced logos of trucks and equipment so all vehicles and equipment within Public Works
- Relocated Police Department radar signs.
- Started construction on the Ped Path continuing south to Pine Ave.
- Planted flowers at Town Hall, Water/Wastewater building and the Veterans Memorial.



Old Logo

New Logo

- Converted unused space at McPhillips Park into 2 pickleball courts.



- Repaired a storm sewer tile along Loves Rd where the ped path will be located.



EQUIPMENT/VEHICLE MAINTENANCE AND REPAIRS

- F350 was taken to Lovells to have the exhaust repaired.

TRAINING

- PW staff completed training for Mosquito Larvicide application training.

WATER AND WASTEWATER

GENERAL

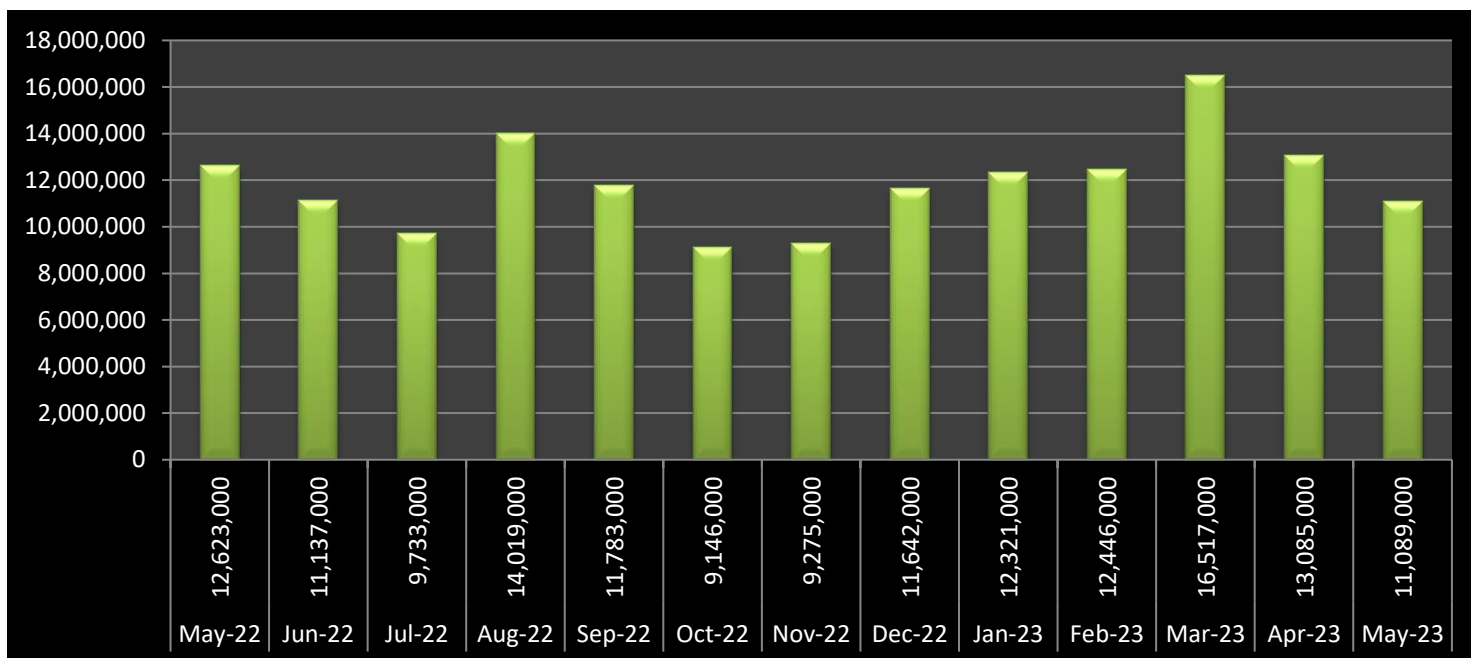
- Completed work orders for:

Shut-Off Service:	0
Turn On Service:	1
Final Read:	12
Courtesy Read:	3
Julie Locate Requests:	122
New Meters Installed:	4
Existing Meters Replaced with New Meters:	7
Other:	
Final Inspections:	8
Total Work Orders:	40

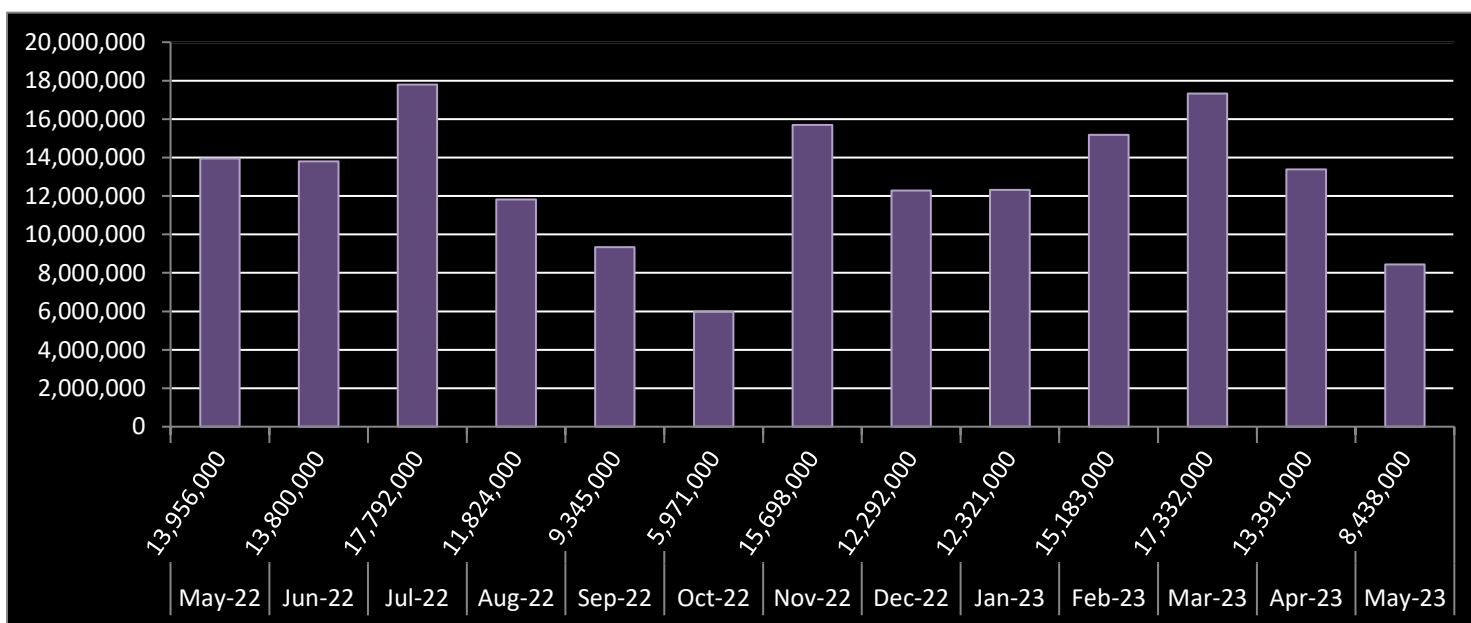
WASTEWATER

- Approx. 11,089,000 gallons flowed into the treatment plant.
- Approx. 8,438,000 gallons were discharged.
- The Discharge Monitoring Report (DMR) was completed and filed with the IEPA.
- Completed monthly wastewater sampling.
- Completed normal sewer main jetting.

INFLUENT

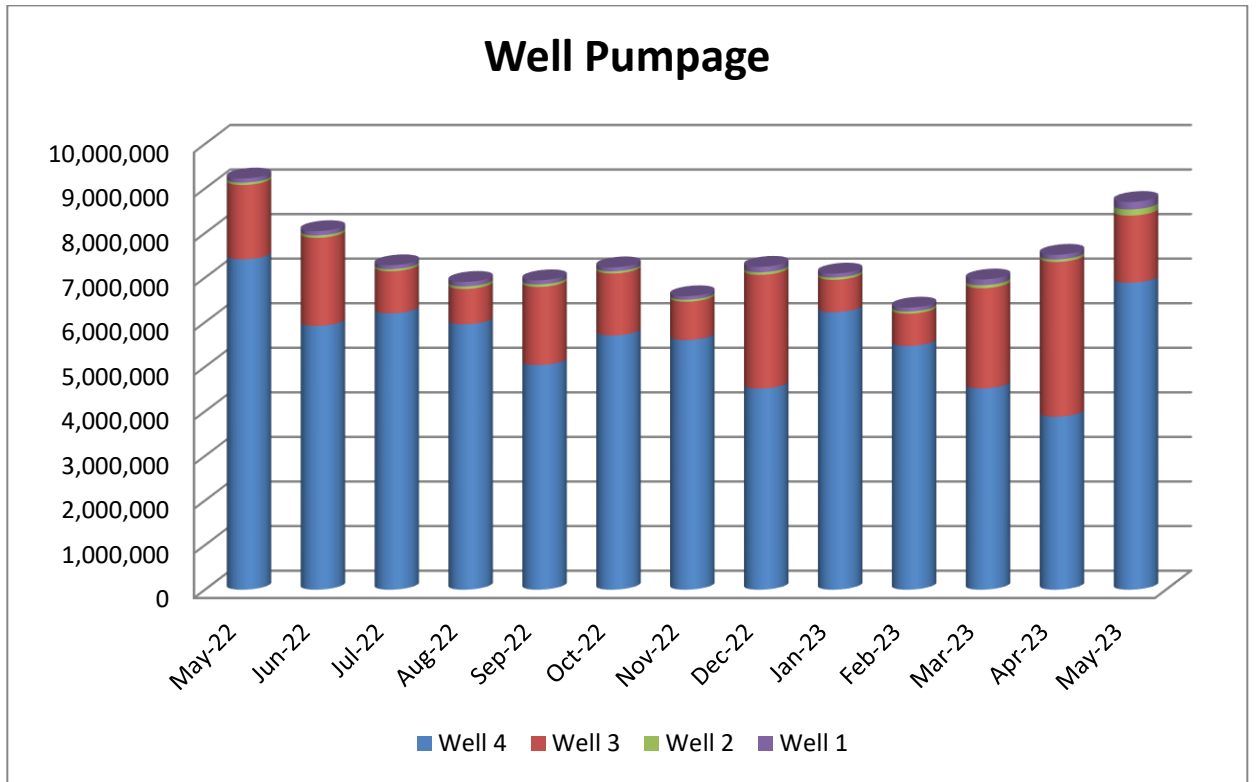


EFFLUENT



WATER

- 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 re-reads for utility billing.
- Completed hydrant flushing - Approx. 1,000,000 was flushed through hydrants.



Well 1 168,300
 Well 2 138,500
 Well 3 1,507,000
 Well 4 6,886,700

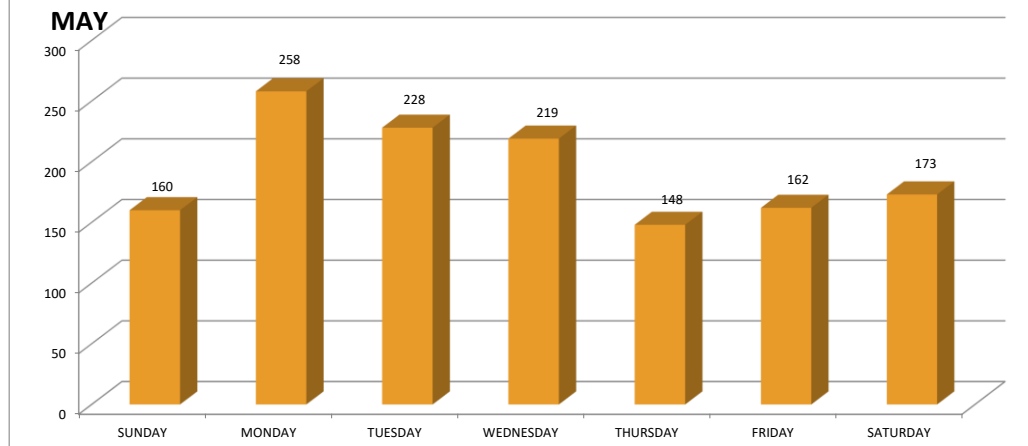
Total pumpage of treated water from wells for May 2023: 8,700,500

CORTLAND POLICE DEPARTMENT 2023 (THRU MAY)

SUMMARY	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Group A Offenses (NIBRS)	3	11	6	6	10	0	0	0	0	0	0	0	36
Mental Health Calls (NIBRS)	6	1	3	1	1	0	0	0	0	0	0	0	12
Community Contacts	88	171	48	66	127	0	0	0	0	0	0	0	500
Drug Offenses	1	0	2	1	1	0	0	0	0	0	0	0	5
Alcohol Offenses	0	0	0	0	0	0	0	0	0	0	0	0	0
Juvenile Offenses	0	0	4	1	2	0	0	0	0	0	0	0	7
Municipal Code	1	1	1	1	13	0	0	0	0	0	0	0	17
Traffic Stops	4	11	28	24	35	0	0	0	0	0	0	0	102
Warnings	4	5	10	21	18	0	0	0	0	0	0	0	58
Tickets Issued	1	2	14	10	26	0	0	0	0	0	0	0	53
Accidents	3	1	1	3	4	0	0	0	0	0	0	0	12
Criminal Arrests	1	1	4	3	6	0	0	0	0	0	0	0	15
*Warrant Arrests (# also included in Criminal Arrests)	0	2	0	0	2	0	0	0	0	0	0	0	4
Calls For Service	143	120	144	140	159	0	0	0	0	0	0	0	706
CAD Events	1,122	1049	1058	1098	1189	0	0	0	0	0	0	0	5,516
Case Reports	39	30	38	35	59	0	0	0	0	0	0	0	201
Parking Tickets	27	4	0	1	0	0	0	0	0	0	0	0	32
Total	1,443	1,409	1,361	1,411	1,652	0	0	0	0	0	0	0	7,276

SPECIAL SERVICES FOR MAY

ASSIST OTHER AGENCIES	15
ASSIST MOTORISTS	06
KEYS IN CAR	03
HOUSE/BUSINESS CHECK	349
EXTRA PATROL	340
FOOT PATROL	06
SCHOOL PATROL	10
STATIONARY PATROL	95
CONCENTRATED PATROL	41
COMMUNITY CONTACT	127



SQUAD CAR MILEAGE as of May2023

VEHICLE	YEAR	MILES
Ford Explorer	2021	11,835
Ford Explorer	2017	109,973
Ford Taurus	2018	52,033
Ford Taurus	2019	34,978
Chevy Tahoe	2020	34,243

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
Demon Detailing LLC	\$260.00

THRU MAY 2023

SUMMARY	DAVENPORT	DARGIS	FRENCH	HARRIS	HOFFSTEAD	HOPKINS	SAWYER	SCHAIBLE	VANWANKUM	TOTAL
Case Reports	0	8	7	66	0	20	47	38	22	208
Community Contacts	3	4	7	313	0	9	61	3	14	414
Warnings	0	0	1	1	0	0	56	0	0	58
Tickets Issued	0	0	2	2	1	2	44	2	0	53
Accidents	0	0	0	3	0	1	3	2	2	11
Criminal Arrests	0	0	0	7	0	2	14	3	1	27
Total Calls	18	89	52	2795	3	241	1394	798	249	5639
Traffic Stops	0	0	0	4	0	0	80	1	0	85
Self Initiated	2	39	26	2654	2	220	1248	638	139	4968
Parking Tickets	0	0	10	7	0	0	7	1	7	32
Total	23	140	105	5852	6	495	2954	1486	434	11495



2023 MONTHLY PERMITS ISSUED	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	Yearly Total
NEW CONSTRUCTION													
RESIDENTIAL	1	2	3	3	3								12
INDUSTRIAL / COMMERCIAL BLDG													0
SALT SHED													0
REMODELING/RENOVATION													
ELECTRICAL / ELEC SERVICE UPGRADE		1			1								2
PLUMBING			1	1	1								3
HVAC	4	1											5
REMODEL / REPAIR / ALTERATION					1								1
REPLACEMENT DOORS	1				1								2
REPLACEMENT WINDOWS	1	2	1	1	1								6
ROOF	1	1	1	3	3								9
ROOF OVER PORCH/BACK DOOR COVER													0
SIDING													0
ADDITION					1								1
RADON MITIGATION													0
DEMOLITION													
GARAGE													0
HOUSE													0
INDUSTRIAL / COMMERCIAL BLDG													0
OTHER													0
MISCELLANEOUS													
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					2								2
SEWER REPAIR													0
DUMPSTER ENCLOSURES													0
SITE GRADING	1												1
WIRELESS CELL ANTENNA													0
ALL OTHER IMPROVEMENTS													
AES FIRE RADIO													0
AIR CONDITIONER													0
DECK		1		1									2
DECK/PATIO - PRIVACY WALL													0
DIESEL CANOPY													0
DRIVEWAY / DRIVEWAY EXT				3	3								6
EXCAVATION													0
FENCE	2	2	2	7	5								18
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								2
SIGN	1												1
SOLAR PANELS	1	1	1										3
CONCRETE STEPS/STOOP					1								1
STORAGE BUILDING													0
UTILITY PERMIT		1	1	1	1								4
WHOLE HOUSE GENERATOR				1									1
TOTAL	13	12	10	22	25	0	0	0	0	0	0	0	82

Item 9.