

# Town of Cortland Board of Trustees Town Board Meeting

Town Hall, 59 S. Somonauk Road Cortland, IL 60112 July 22, 2024 at 7:00 PM

### **AGENDA**

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

### APPROVAL OF AGENDA

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

### **CONSENT AGENDA**

 Approve Town Board Minutes of July 15, 2024; Approve Expenditure Reports of May 2024, Accept Treasurer's Report of May 2024

### NEW BUSINESS FOR DISCUSSION AND POSSIBLE ACTION

- 2. Cortland Community Library Annual Report
- 3. Cortland Lions Club Application for Variance of Town Code Title 5, Chapter 4, Section 5-4-4 Exemptions D Community Events to add night hours until 12 a.m. Sections 5-4-2 A & B (This Summer Fest request has been an annual request and allows for live music beyond the 10 p.m. hour for August 9 & 10, 2024)
- 4. Cortland Lions Club Application for Variance of Town Code Title 5, Chapter 4, Section 5-4-4 Exemptions D Community Events to add night hours until 12 a.m. Sections 5-4-2 A & B (This Sock Hop request is a second year request and allows for live music beyond the 10 p.m. hour for September 14, 2024)
- 5. Consider a motion to waive the \$100 Class E Liquor License Title 3, Chapter 9, Section 14 for Cortland Lions Club Summer Fest (*This is a consideration for a local service club. The Class E license is for a temporary license.*)
- 6. Consider a motion to authorize payment to Cortland Lions Club for FY25 budgeted \$20,000 donation for Summer Fest and Parade (*This item was budgeted and requires Board approval to expend.*
- 7. Consideration of a motion to approve a proposed contract from Syndeo for DeKalb Advancement Technology Authority (DATA) (*This is a renewal of a multi-year contract* for town fiber connection using iFiber)
- 8. Consideration for approval of an Ordinance Annexing 16.73 Acres Owned by Natural Polymers, LLC to the Town of Cortland, DeKalb County, IL Property is addressed as 14438 North Street Cortland, IL PIN 09-28-100-016 (This would allow the property owners the ability to connect to necessary town utilities and upgrade fire protection systems within its building)
- 9. Consideration of an Ordinance Approving the Rezoning of Certain Property owned by Natural Polymers, LLC located in the Town of Cortland, DeKalb County, IL Property is addressed as 14438 North Street Cortland, IL PIN 09-28-100-016. (This petition changes the current DeKalb County Zoning MC Commercial with Farm to Town of Cortland I-1 Light Industrial)

- 10. Acceptance of Easement Agreement for Ingress/Egress and Utilities (*Natural Polymers LLC* as grantor provides a 50' by 300' easement for 520 E North Ave, Cortland, IL PIN 09-28-017, on the eastern boarder of the property.)
- 11. Consideration for approval of an Ordinance Granting a Special Use Permit to the Town of Cortland, for Government Offices and Buildings on a 6.5 Acre Lot of Land located at 50 W Maple Ave, PIN 09-29-173-003, in the Town of Cortland, DeKalb County, IL (Following Town Code Title 9, Chapter 4 the Town is requesting a Special Use Permit on the property to construct, operate, and maintain a government building.)
- 12. Consider an Ordinance Approving the Rezoning of Certain Vacant Lots located in the Chestnut Grove-Unit 1 Subdivision owned by the Town of Cortland, DeKalb County IL The plated undeveloped lots are located along E Ashford Ave adjacent to Dragon Tail Pond. PINs 09-33-181-001 through 09-33-181-014. (Approval of this ordinance allows for future open space and recreation area adjacent to Dragon Tail Pond)

### UNFINISHED BUSINESS FOR DISCUSSION AND POSSIBLE ACTION

13. Discussion only

Town Board Policy MAJOR PURCHASES & CONTRACTS. Any contract in an amount in excess of \$10,000 and any purchase in excess of \$10,000 will be considered by the Board of Trustees to determine whether it should go to bid, with approval of the Board of Trustees required prior to any award, barring emergencies. Contracts and purchases in amounts up to \$10,000 may be approved by the Mayor.

### **DEPARTMENT HEAD REPORTS**

14. Police Department May/June 2024 and Permits Report June 2024

COMMENTS

**MAYOR'S REPORT** 

**ADJOURNMENT** 

TOWN OF CORTLAND

### Check Register - Generic: Month (Detail w/ GL Account Title) Check Issue Dates: 5/1/2024 - 5/31/2024

Check Date	Check #	Payee	Description	Invoice #	Invoice GL Account	Invoice GL Account Title		Amount
05/01/24	41721	LION FENCING	PARADE & FESTIVAL TEMPORARY FE	061022	09-7700-218	CONTRACTED GROUPS/EVENTS/LAB	V	1,918.95-
05/03/24	43336	ALDIS, CHERYL	04.16.24-04.18.24 MILEAGE FOR IML L	041624	01-6000-331	TRAVEL & TRAINING		252.05
05/03/24	43337	BELLE TIRE	042324 '05 F250 SUPER DUTY TRUCK	43241414	07-7400-241	M&O: VEH & EQUIP		755.96
05/03/24	43338	CITY OF ST CHARLES	041924 SHOOTING RANGE FEE-5/24-4	IN11651	01-6200-331	TRAVEL & TRAINING		900.00
05/03/24	43339	COMED	042424 ACCT#7675375000	042424-3750	01-6100-219	ELECTRIC - STREET LIGHTS		2,658.81
05/03/24	43340	COMED	042424 ACCT#1257391222	042424-3912	01-6100-219	ELECTRIC - STREET LIGHTS		199.02
05/03/24	43341	CONSERV FS INC	041124 DIESELEX GOLD ULTRA & OIL	121022848	06-7300-243	M&O: SEWER PLANT		560.40
05/03/24	43341	CONSERV FS INC	041124 DIESELEX GOLD ULTRA & OIL	121022849	07-7400-243	M&O: WELL SYSTEM		584.31
05/03/24	43342	COPS INC	041124 SERVICE PATCHES	13338	01-6200-198	UNIFORMS		92.00
05/03/24	43343	DEKALB CNTY LAW ENFORCE	041924 2024 MEMBERSHIP RENEWAL	041924	01-6200-321	DUES & SUBSCRIPTIONS		145.00
05/03/24	43344	DEKALB COUNTY CONV & VISI	041324 DEKALB CO VISITORS GUIDE	293	03-6500-726	DONATIONS- COMMUNITY AGENCIES		500.00
05/03/24	43345	FOSTER & BUICK	041724 GEN'L COUNSEL, ORD & RES,	53812	01-6000-211	LEGAL EXPENSE		2,993.75
05/03/24	43345	FOSTER & BUICK	041724 GEN'L COUNSEL, ORD & RES,	53812	01-6200-211	LEGAL EXPENSE		75.00
05/03/24	43345	FOSTER & BUICK	041724 GEN'L COUNSEL, ORD & RES,	53812	01-6200-212	ADJUDICATION		43.75
05/03/24	43345	FOSTER & BUICK	041724 GEN'L COUNSEL, ORD & RES,	53812	01-6000-210	LEGAL FEES: REIMBURSABLE		218.75
05/03/24	43345	FOSTER & BUICK	041724 GEN'L COUNSEL, ORD & RES,	53812	01-6200-512	LEGAL - UNION		350.00
05/03/24	43346	FRONTIER	041024 ACCT#217-021-0061-122818-5	041024	01-6000-314	TELEPHONE		104.41
05/03/24	43346	FRONTIER	041024 ACCT #217-021-0061-122818-5	041024	01-6200-314	TELEPHONE		99.87
05/03/24	43346	FRONTIER	041024 ACCT #217-021-0061-122818-5	041024	06-7300-314	TELEPHONE		67.90
05/03/24	43347	JOHNSON TRACTOR	042524 PARTS-KITS, BLADES	IR98175	01-6100-241	VEHICLE & EQUIPMENT MAINT.		489.96
05/03/24	43348	JULIE INC	010824 2024 ANNUAL ASSESSMENT-T	2024-0351	06-7300-311	OFFICE EXPENSE		719.82
05/03/24	43348	JULIE INC	010824 2024 ANNUAL ASSESSMENT-T	2024-0351	07-7400-311	OFFICE EXPENSE		719.82
05/03/24	43349	KSDisplays	041924 UTV GOLF STICKERS-2024 OR	0023236	01-6200-421	COMMUNITY PROGRAMS		30.00
05/03/24	43350	MENARDS	040824 PAPER TOWELS, VENT MESH,	11940	07-7400-243	M&O: WELL SYSTEM		58.46
05/03/24	43350	MENARDS	040824 2X8-14'	11959	07-7400-243	M&O: WELL SYSTEM		11.09
05/03/24	43350	MENARDS	041824 2X8-14' RETURNED	12588	07-7400-243	M&O: WELL SYSTEM		11.09
05/03/24	43350	MENARDS	041824 OIL DRI, GORILLA GLUE, BATT	12589	01-6100-226	TOOLS AND HARDWARE		17.68
05/03/24	43350	MENARDS	041824 CAR WASH, DRANO	12616	01-6100-226	TOOLS AND HARDWARE		11.88
05/03/24	43351	METRONET	042824 ACCT #1519708 FIBER-SPEED	042824	06-7300-311	OFFICE EXPENSE		49.95
05/03/24	43351	METRONET	042824 ACCT #1519708 FIBER-SPEED	042824	07-7400-311	OFFICE EXPENSE		49.95
05/03/24	43352	NATIONAL BUSINESS FURNITU	031824 12 MESH BACK ERGONOMIC	ZK235804-T	01-6000-812	CAP OUTLAY: EQUIP & FURN		4,425.00
05/03/24	43353	NICOR	041524 250 S HALWOOD ST	041524	01-6100-316	UTILITIES		607.46
05/03/24	43353	NICOR	041524 156 E NORTH AVE	041524	06-7300-221	UTILITIES		175.90
05/03/24	43353	NICOR	041924 59 S SOMONAUK RD	041924	01-6100-316	UTILITIES		121.88
05/03/24		NICOR	041924 100 S LLANOS ST	041924	07-7400-221	UTILITIES		341.61
05/03/24	43353	NICOR	041924 91 N SPRUCE ST	041924	07-7400-221	UTILITIES		94.97
05/03/24		NICOR	041924 238 E CORTLAND CENTER RD	041924	06-7300-221	UTILITIES		49.75
05/03/24	43353	NICOR	041924 227 S SOMONAUK RD	041924	07-7400-221	UTILITIES		169.53
05/03/24		NICOR	041924 54 MARY ALDIS LN	041924	01-6200-316			250.62

TOWN OF CORTLAND

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05/03/24	43354	NORTHERN ILLINOIS MAYORS'	042424 DUES FOR 2024-2025	2024-2025	01-6000-321	DUES & SUBSCRIPTIONS	125.00
05/03/24	43355	NORTHERN ILLINOIS TRAINING	041524 FY25 AUTHORIZED STRENGT	2504	01-6200-321	DUES & SUBSCRIPTIONS	720.00
05/03/24	43356	NORTHWESTERN MEDICINE KI	041024 EMPLOYEE ASSISTANCE PRO	2024-17	01-6000-131	EMPLOYEE HEALTH INSURANCE	609.00
05/03/24	43357	PACE ANALYTICAL SERVICES L	012824 SAMPLE PICKUP FEE	19582222	06-7300-345	WASTEWATER TESTING	17.50
05/03/24	43358	PETTY CASH	043024 PETTY CASH EXPENSES FOR	043024	06-7300-311	OFFICE EXPENSE	2.26
05/03/24	43358	PETTY CASH	043024 PETTY CASH EXPENSES FOR	043024	01-6300-351	OFFICE EXPENSE	7.75
05/03/24	43358	PETTY CASH	043024 PETTY CASH EXPENSES FOR	043024	01-6000-313	POSTAGE	3.86
05/03/24	43358	PETTY CASH	043024 PETTY CASH EXPENSES FOR	043024	01-6200-313	POSTAGE	5.00
05/03/24	43358	PETTY CASH	043024 PETTY CASH EXPENSES FOR	043024	07-7400-311	OFFICE EXPENSE	4.02
05/03/24	43359	PHYSICIANS IMMEDIATE CARE	04124 ACCT#1480379-S CORYELL, O	041224	01-6200-591	MISC EXPENSE	770.00
05/03/24	43360	PRINCIPAL LIFE INSURANCE C	041724ACCT. 1048895-10001 EMPLOY	041724	01-2100	HEALTH INS WITHHELD	238.82
05/03/24	43361	RK DIXON CO	042324 CONTRACT BASE RATE-4/27/2	IN5175627	01-6000-351	OFFICE EQUIP & MAINT	90.86
05/03/24	43361	RK DIXON CO	042424	IN5178562	01-6200-315	COPIES & PRINTING	48.75
05/03/24	43362	SCHAIBLE, STEPHEN	041524 CLASS IN FREEPORT-MILEAG	041524	01-6200-331	TRAVEL & TRAINING	56.90
05/03/24	43363	SUN LIFE ASSURANCE COMPA	041724 DENTAL INSURANCE-5/24	041724	01-2100	HEALTH INS WITHHELD	527.88
05/03/24	43364	TRAFFIC CONTROL & PROTEC	041024 PEDESTRIAN CROSSING SOL	4517	03-6500-846	SPLASH PAD	3,526.00
05/03/24	43365	VANWANKUM, BRUCE	042324 MILEAGE & PARKING FOR TR	042324	01-6200-331	TRAVEL & TRAINING	60.88
05/03/24	43366	VOLUNTARY ACTION CENTER	050124 DONATION-FY25	050124	03-6500-726	DONATIONS- COMMUNITY AGENCIES	500.00
05/17/24	43367	3-D AUTO REPAIR INC	050224 '05 FORD F250-REMOVE & RE	26699	07-7400-241	M&O: VEH & EQUIP	302.48
05/17/24	43368	AMAZON CAPITAL SERVICES	040224 MEN'S LONG SLEEVE POLO S	111-3052375-	01-6200-198	UNIFORMS	40.00
05/17/24	43368	AMAZON CAPITAL SERVICES	040824 DIAMOND QUILT JACKET	111-3114924-	01-6200-198	UNIFORMS	70.00
05/17/24	43368	AMAZON CAPITAL SERVICES	040224 TACTICAL POLO SHIRTS	111-3324920-	01-6200-198	UNIFORMS	71.96
05/17/24	43368	AMAZON CAPITAL SERVICES	040224 DESK CLAMP POWER STRIPS	111-5186263-	01-6200-312	OFFICE SUPPLIES	43.68
05/17/24	43368	AMAZON CAPITAL SERVICES	040824 BASIC CREW T-SHIRTS	111-6999781-	01-6200-198	UNIFORMS	29.97
05/17/24	43368	AMAZON CAPITAL SERVICES	040524 BATTERIES AND DESK CLAMP	111-8140472-	01-6200-312	OFFICE SUPPLIES	86.56
05/17/24	43368	AMAZON CAPITAL SERVICES	041024 GARAGE DOOR REMOTES	114-2066916	01-6100-232	MAINTENANCE TOWN GARAGE	83.40
05/17/24	43368	AMAZON CAPITAL SERVICES	041024 PICKLEBALL REPLACEMENT	114-2066916	01-6100-235	PARKS - EQUIPMENT MAINTENANCE	125.52
05/17/24	43368	AMAZON CAPITAL SERVICES	042324	114-4423750	06-7300-243	M&O: SEWER PLANT	84.39
05/17/24	43368	AMAZON CAPITAL SERVICES	032524 ZTR TRIMMER RACK	114-9452693	01-6100-235	PARKS - EQUIPMENT MAINTENANCE	75.28
05/17/24	43369	AT&T MOBILITY	042524 WIRELESS	2872972642	01-6200-314	TELEPHONE	555.67
05/17/24	43370	COMED	042924 ACCT#8834093000	042924-0930	01-6100-316	UTILITIES	38.26
05/17/24	43371	COMED	042924 ACCT#2884133000	042924-1330	01-6100-316	UTILITIES	26.25
05/17/24	43372	COMED	042924 ACCT#4226364000	042924-3640	01-6100-219	ELECTRIC - STREET LIGHTS	91.18
05/17/24	43373	COMED	042924 ACCT#4603382222	042924-3822	13-8000-840	AIRPORT ROAD UTILITIES	22.81
05/17/24	43374	COMED	042924 ACCT#5627704000	042924-7040	06-7300-221	UTILITIES	36.67
05/17/24	43375	COMED	042924 ACCT#9332732000	042924-7320	01-6100-316	UTILITIES	25.92
05/17/24	43376	COMED	042924 ACCT#1518843000	042924-8430	01-6100-219	ELECTRIC - STREET LIGHTS	17.40
05/17/24	43377	COMED	042924 ACCT#7752852000	042924-8520	01-6100-316	UTILITIES	40.86
05/17/24	43378	COMED	043024 ACCT#2834093000	043024-0930	06-7300-221	UTILITIES	1,070.22

TOWN OF CORTLAND

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05/17/24	43379	COMED	043024 ACCT#9931174000	043024-1740	06-7300-221	UTILITIES	41.64
05/17/24	43380	COMED	043024 ACCT#0282314000	043024-3140	06-7300-221	UTILITIES	330.13
05/17/24	43381	COMED	043024 ACCT#4239393000	043024-3930	06-7300-221	UTILITIES	27.03
05/17/24	43382	COMED	043024 ACCT#3842452000	043024-4520	07-7400-221	UTILITIES	1,261.06
05/17/24	43383	COMED	043024 ACCT#1157557000	043024-5570	06-7300-221	UTILITIES	147.66
05/17/24	43384	COMED	043024 ACCT#2751575000	043024-5750	07-7400-221	UTILITIES	303.81
05/17/24	43385	COMED	043024 ACCT#6486757000	043024-7570	06-7300-221	UTILITIES	124.70
05/17/24	43386	COMED	043024 ACCT#1103985000	043024-9850	06-7300-221	UTILITIES	205.26
05/17/24	43387	COMED	050124 ACCT#3761543000	050124-5430	07-7400-221	UTILITIES	5,824.74
05/17/24	43388	COMED	050124 ACCT#6348930100	050124-9301	06-7300-221	UTILITIES	12,575.61
05/17/24	43389	DEKALB COUNTY TREASURER/	060324 PIN#09-29-152-016	060324	06-7300-531	REAL ESTATE TAXES	20.00
05/17/24	43389	DEKALB COUNTY TREASURER/	090324 PIN#09-29-152-016	060324	06-7300-531	REAL ESTATE TAXES	20.00
05/17/24	43389	DEKALB COUNTY TREASURER/	060324 PIN#09-28-200-001	060324	06-7300-531	REAL ESTATE TAXES	37.50
05/17/24	43389	DEKALB COUNTY TREASURER/	090324 PIN#09-28-200-001	060324	06-7300-531	REAL ESTATE TAXES	37.50
05/17/24	43389	DEKALB COUNTY TREASURER/	060324 PIN#09-29-182-013	060324	06-7300-531	REAL ESTATE TAXES	20.00
05/17/24	43389	DEKALB COUNTY TREASURER/	090324 PIN#09-29-182-013	060324	06-7300-531	REAL ESTATE TAXES	20.00
05/17/24	43389	DEKALB COUNTY TREASURER/	060324 PIN#09-28-200-006	060324	06-7300-531	REAL ESTATE TAXES	7.97
05/17/24	43389	DEKALB COUNTY TREASURER/	090324 PIN#09-28-200-006	060324	06-7300-531	REAL ESTATE TAXES	7.97
05/17/24	43389	DEKALB COUNTY TREASURER/	060324 PN#09-27-100-004	060324	06-7300-531	REAL ESTATE TAXES	46.00
05/17/24	43389	DEKALB COUNTY TREASURER/	090324 PIN#09-27-100-004	060324	06-7300-531	REAL ESTATE TAXES	46.00
05/17/24	43389	DEKALB COUNTY TREASURER/	060324 PIN#09-33-181-015	060324	06-7300-531	REAL ESTATE TAXES	11.54
05/17/24	43389	DEKALB COUNTY TREASURER/	090324 PIN#09-33-181-015	060324	06-7300-531	REAL ESTATE TAXES	11.54
05/17/24	43389	DEKALB COUNTY TREASURER/	060324 PIN#09-29-181-009	060324	01-6000-531	REAL ESTATE TAXES	20.00
05/17/24	43389	DEKALB COUNTY TREASURER/	090324 PIN#09-29-181-009	060324	01-6000-531	REAL ESTATE TAXES	20.00
05/17/24	43389	DEKALB COUNTY TREASURER/	060324 PIN#09-28-100-021	060324	07-7400-531	REAL ESTATE TAXES	56.94
05/17/24	43389	DEKALB COUNTY TREASURER/	090324 PIN#09-28-100-021	060324	07-7400-531	REAL ESTATE TAXES	56.94
05/17/24	43390	ELBURN NAPA	041824 LUCAS OIL STABL, FLUID FILT	899781	07-7400-241	M&O: VEH & EQUIP	49.54
05/17/24	43390	ELBURN NAPA	041824 ENGINEERING-FLUID FILTER	899782	01-6300-241	VEHICLE & EQUIPMENT MAINT.	7.55
05/17/24	43390	ELBURN NAPA	050224 PD-5W20 OIL & FILTER	901485	01-6200-241	VEHICLE MAINTENANCE	45.53
05/17/24	43391	ENVISION HEALTHCARE LLC	050124 ADMINISTRATIVE FEES	239603	01-6000-131	EMPLOYEE HEALTH INSURANCE	117.00
05/17/24	43392	FRONTIER	050624 ACCT#815-756-9684-090623-5	050624	07-7400-311	OFFICE EXPENSE	39.67
05/17/24	43392	FRONTIER	050624 ACCT#815-756-9684-090623-5	050624	06-7300-311	OFFICE EXPENSE	39.68
05/17/24	43392	FRONTIER	050624 ACCT#815-756-3030-090623-5	050624-TH	01-6000-314	TELEPHONE	240.66
05/17/24	43393	GRIFFIN, MARTIN	042724 4 HRS FIREARMS TRAINING	042724	01-6200-331	TRAVEL & TRAINING	140.00
05/17/24	43394	ICRMT	060124 PROPERTY & LIABILITY PREMI	S-INV001659	01-6000-511	INSURANCE EXPENSE	8,711.00
05/17/24	43394	ICRMT	060124 PROPERTY & LIABILITY PREMI	S-INV001659	01-6100-511	INSURANCE EXPENSE	9,359.00
05/17/24	43394	ICRMT	060124 PROPERTY & LIABILITY PREMI	S-INV001659	01-6200-511	INSURANCE EXP	14,560.00
05/17/24	43394	ICRMT	060124 PROPERTY & LIABILITY PREMI	S-INV001659	06-7300-511	INSURANCE EXPENSE	1,830.00
05/17/24	43394	ICRMT	060124 PROPERTY & LIABILITY PREMI	S-INV001659	07-7400-511	INSURANCE EXPENSE	3,664.00

TOWN OF CORTLAND

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05/17/24	43395	LARSON, KENT LOU	031524 SOLAR/EV TRAINING	031524	01-6300-331	Conference and Training	175.00
05/17/24	43396	LAUTERBACH & AMEN LLP	050324 PROFESSIONAL SERVICES F	90999	01-6000-214	AUDIT & ACCOUNTING FEES	8,546.38
05/17/24	43396	LAUTERBACH & AMEN LLP	050324 PROFESSIONAL SERVICES F	90999	06-7300-213	OTHER CONSULTING FEES	1,337.45
05/17/24	43396	LAUTERBACH & AMEN LLP	050324 PROFESSIONAL SERVICES F	90999	07-7400-213	OTHER CONSULTING FEES	2,006.17
05/17/24	43397	MENARDS	042524 WASHERS, PHTRUSSHDMS	13079	07-7400-243	M&O: WELL SYSTEM	13.94
05/17/24	43397	MENARDS	042524 HEXCAP SCR C	13090	01-6100-226	TOOLS AND HARDWARE	14.56
05/17/24	43398	METRO WEST COUNCIL OF GO	050624 ANNUAL DUES	5383	01-6000-321	DUES & SUBSCRIPTIONS	1,500.00
05/17/24	43399	MUNICIPAL CLERKS OF IL	050824 IIMC REGION VII 2024 MEETIN	050824	01-6000-331	TRAVEL & TRAINING	75.00
05/17/24	43399	MUNICIPAL CLERKS OF IL	050824 THE GIRLS OF ATOMIC CITY R	050824-1	01-6000-331	TRAVEL & TRAINING	75.00
05/17/24	43400	OFFICE PRO	050824 PAPER, CARTRIDGES, FOLDE	691841-0	01-6000-312	OFFICE SUPPLIES	661.41
05/17/24	43401	PACE ANALYTICAL SERVICES L	043024 AMMONIA, BOD, FECAL, PHOS	247202223	07-7400-345	CHEMICALS & TESTING	367.00
05/17/24	43401	PACE ANALYTICAL SERVICES L	043024 AMMONIA, BOD, FECAL, PHOS	247202223	06-7300-345	WASTEWATER TESTING	2,105.70
05/17/24	43402	RK DIXON CO	050124 CONTRACT BASE RATE 5/27/2	IN5194574	01-6000-351	OFFICE EQUIP & MAINT	90.86
05/17/24	43403	ROYER ASPHALT PAVING	050324 W KLEIN AVE-ROADWAY	22856	01-6100-811	CAP OUTLAY: CONSTRUCT	10,845.00
05/17/24	43404	USABLUEBOOK	060723 STENNER PUMP TUBE, ROLLE	INV0003492	07-7400-345	CHEMICALS & TESTING	917.54
05/17/24	43405	VERIZON CONNECT FLEET US	050124 VEHICLE TRACKING SUBSCRI	3080000564	01-6100-314	TELEPHONE	174.50
05/17/24	43406	VERIZON WIRELESS	050124 MOBILE BROADBAND SERVIC	9963035929	01-6000-314	TELEPHONE	83.34
05/17/24	43406	VERIZON WIRELESS	050124 MOBILE BROADBAND SERVIC	9963035929	01-6300-314	TELEPHONE	185.23
05/17/24	43406	VERIZON WIRELESS	050124 MOBILE BROADBAND SERVIC	9963035929	07-7400-314	TELEPHONE	114.13
05/17/24	43406	VERIZON WIRELESS	050124 MOBILE BROADBAND SERVIC	9963035929	06-7300-314	TELEPHONE	69.23
05/17/24	43406	VERIZON WIRELESS	050124 MOBILE BROADBAND SERVIC	9963035929	01-6100-314	TELEPHONE	228.31
05/17/24	43407	WATER PRODUCTS CO	050624 5/8x3/4 FLOW IQ 2250 AMI MET	0322290	07-7400-341	METER PURCHASES & SUPPLIES	7,830.00
05/17/24		WATER PRODUCTS CO	050624 3/4 METER COUPLING NO LEA		07-7400-341	METER PURCHASES & SUPPLIES	840.00
05/17/24	43407	WATER PRODUCTS CO	051324 MANHOLE COVER, BUTYL RU	0322418	01-6100-255	STORM SEWER REPAIRS	954.72
05/17/24	43408	WATER REMEDIATION TECHNO	050124 BASE TREATMENT CHARGE	023070	07-7400-222	RADIUM REMOVAL PROCESSING	6,570.62
05/17/24	43408	WATER REMEDIATION TECHNO	050124 BASE TREATMENT CHARGE	023071	07-7400-222	RADIUM REMOVAL PROCESSING	2,851.67
05/17/24	43409	XEROX FINANCIAL SERVICES	042824 COPIER LEASE-PD	5709719	01-6200-315		24.72
05/31/24	4900	ADOBE EXPORT PDF	052924 ACROBAT PRO	052924	01-6200-351	OFFICE EQUIP & MAINT	21.24
05/31/24	4901	AMERICAN NATIONAL STANDA	052824 GUIDE FOR SECURITY LIGHTI	X_1014143	01-6200-591	MISC EXPENSE	120.00
05/31/24	4902	BACKBLAZE	052624 B2 CLOUD STORAGE	052624	01-6000-351	OFFICE EQUIP & MAINT	.91
05/31/24	4903	BLUECROSS BLUESHIELD OF I	051724 EMPLOYEE HEALTH INSURAN	051724	01-2100	HEALTH INS WITHHELD	14,634.24
05/31/24	4904	ENVISION HEALTHCARE LLC	051324 HRA REIMBURSEMENTS	051324	01-6000-131	EMPLOYEE HEALTH INSURANCE	1,791.58
05/31/24	4905	INTERMEDIA	050124 EXCHANGE & ARCHIVING	2405070020	01-6000-351	OFFICE EQUIP & MAINT	466.80
05/31/24		MC Job Post	052424 JOB POSTING-PATROL OFFIC	9554358541		MISC EXPENSE	100.00
05/31/24		METROPOLITAN ALLIANCE OF	042024 UNION DUES FOR APRIL 2024	042024		UNION DUES	180.00
05/31/24		MICROSOFT ONLINE	051124 ONLINE SERVICES	E0200RWDT	01-6000-321	DUES & SUBSCRIPTIONS	107.25
05/31/24		NFPA	052824 GUIDE FOR PREMISES SECU	650889	01-6200-591	MISC EXPENSE	167.81
05/31/24		US POSTAL SERVICE	050324 WATER/SEWER BILLING	050324	06-7300-311	OFFICE EXPENSE	397.77
05/31/24		US POSTAL SERVICE	050324 WATER/SEWER BILLING	050324	07-7400-311	OFFICE EXPENSE	397.76

TOWN OF CORTLAND

### Check Register - Generic: Month (Detail w/ GL Account Title) Check Issue Dates: 5/1/2024 - 5/31/2024

Check Date	Check #	Payee	Description	Invoice #	Invoice GL Account	Invoice GL Account Title	Amount
05/31/24	4911	WEX BANK	051524 FUEL-PD	97040194	01-6200-371	GAS & PETROLEUM	1,378.59
05/31/24	4911	WEX BANK	051524 SERVICE-PD	97040194	01-6200-241	VEHICLE MAINTENANCE	58.00
05/31/24	4911	WEX BANK	051524 FUEL-PW	97040194	01-6100-371	FUEL	582.88
05/31/24	4911	WEX BANK	051524 FUEL-ENGINEERING	97040194	01-6300-371	GASOLINE	247.93
05/31/24	4911	WEX BANK	051524 FUEL-SEWER	97040194	06-7300-371	GAS & PETROLEUM	246.08
05/31/24	4911	WEX BANK	051524 FUEL-WATER	97040194	07-7400-371	GAS & PETROLEUM	574.20
05/31/24	4912	ZIFT, LLC	043024 PROCESSING FEES	043024	06-7300-311	OFFICE EXPENSE	1.00
05/31/24	4912	ZIFT, LLC	043024 PROCESSING FEES	043024	07-7400-311	OFFICE EXPENSE	1.00
05/31/24	4913	ENVISION HEALTHCARE LLC	052924 HRA REIMBURSEMENT	052924	01-6000-131	EMPLOYEE HEALTH INSURANCE	1,155.29
05/31/24	43410	3-D AUTO REPAIR INC	052024 TEST & REMOVE, REPLACE IN	26740	01-6100-241	VEHICLE & EQUIPMENT MAINT.	218.52
05/31/24	43411	ALDIS, CHERYL	052424 IIMC CONFERENCE-CALGARY	052424	01-6000-331	TRAVEL & TRAINING	1,573.04
05/31/24	43412	CONSERV FS INC	052824 DIESELEX GOLD ULTRA LS CL	121023186	01-6100-371	FUEL	1,241.69
05/31/24	43413	FRONTIER	050624 ACCT#815-756-2558-090623-5	050624-1	01-6200-314	TELEPHONE	105.80
05/31/24	43413	FRONTIER	051024 ACCT#217-021-0061-122818-5	051024	01-6000-314	TELEPHONE	99.87
05/31/24	43413	FRONTIER	051024 ACCT #217-021-0061-122818-5	051024	06-7300-314	TELEPHONE	67.90
05/31/24	43413	FRONTIER	051024 ACCT #217-021-0061-122818-5	051024	01-6200-314	TELEPHONE	101.73
05/31/24	43414	G'S R PLUMBING & HEATING IN	050624 TEST WELL HOUSES-NEEDS	197423	07-7400-243	M&O: WELL SYSTEM	105.00
05/31/24	43414	G'S R PLUMBING & HEATING IN	050624 TESTED BACKUP & OVERFLO	197424	01-6100-232	MAINTENANCE TOWN GARAGE	150.00
05/31/24	43414	G'S R PLUMBING & HEATING IN	050624 TESTED BACKUP & OVERFLO	197425	07-7400-243	M&O: WELL SYSTEM	150.00
05/31/24	43414	G'S R PLUMBING & HEATING IN	050624 TESTED BACKUP & OVERFLO	197426	06-7300-243	M&O: SEWER PLANT	150.00
05/31/24	43414	G'S R PLUMBING & HEATING IN	050624 TESTED BACKUP & OVERFLO	197427	01-6100-242	TOWN HALL MAINTENANCE	150.00
05/31/24	43415	ICMA	051824 MEMBERSHIP APPLICATION-M	051824	01-6000-321	DUES & SUBSCRIPTIONS	181.31
05/31/24	43416	ILLINOIS PUBLIC RISK FUND	051324 JULY WORKERS COMP	87212	01-6000-511	INSURANCE EXPENSE	54.00
05/31/24	43416	ILLINOIS PUBLIC RISK FUND	051324 WORKERS COMP	87212	01-6100-511	INSURANCE EXPENSE	4,867.00
05/31/24	43416	ILLINOIS PUBLIC RISK FUND	051324 WORKERS COMP	87212	01-6200-511	INSURANCE EXP	2,409.00
05/31/24	43416	ILLINOIS PUBLIC RISK FUND	051324 WORKERS COMP	87212	01-6300-511	INSURANCE EXP	121.00
05/31/24	43416	ILLINOIS PUBLIC RISK FUND	051324 WORKERS COMP	87212	06-7300-511	INSURANCE EXPENSE	330.00
05/31/24	43416	ILLINOIS PUBLIC RISK FUND	051324 WORKERS COMP	87212	07-7400-511	INSURANCE EXPENSE	496.00
05/31/24	43416	ILLINOIS PUBLIC RISK FUND	051324 WORKERS COMP	87212	01-6100-511	INSURANCE EXPENSE	268.00
05/31/24	43416	ILLINOIS PUBLIC RISK FUND	051324 WORKERS COMP	87212	01-6000-511	INSURANCE EXPENSE	277.00
05/31/24	43417	LAUTERBACH & AMEN LLP	051024 GASB 74/75 LIMITED REPORT	91137	01-6000-214	AUDIT & ACCOUNTING FEES	950.00
05/31/24	43418	MENARDS	051424 GARDEN HAND CULTIVATOR,	14235	03-6500-840	HOLIDAY DECORATIONS	294.57
05/31/24	43418	MENARDS	051624 SPONGES, DUCTTAPE, ROUN	14379	06-7300-311	OFFICE EXPENSE	74.75
05/31/24	43419	MERRY MAIDS	050924 CLEANING-APRIL-PD	050924-PD	01-6200-242	M&O: OFFICE	324.00
05/31/24	43419	MERRY MAIDS	050924 CLEANING-APRIL-TH	050924-TH		TOWN HALL MAINTENANCE	186.00
05/31/24	43420	NCPERS GROUP LIFE INS	050124 LIFE INSURANCE PREMIUM-J	6231062024	01-2130	LIFE INSURANCE WITHHELD	112.00
05/31/24	43421	NICOR	051624 238 E CORTLAND CENTER RD	051624	06-7300-221	UTILITIES	47.54
05/31/24	43421	NICOR	051624 59 S SOMONAUK RD	051624	01-6100-316	UTILITIES	57.57
05/31/24		NICOR	051624 91 N SPRUCE ST	051624	07-7400-221		49.79

TOWN OF CORTLAND

### Check Register - Generic: Month (Detail w/ GL Account Title) Check Issue Dates: 5/1/2024 - 5/31/2024

Check	Check		Description	Invoice	Invoice	Invoice GL Account Title	Amount
Date	#	Payee		#	GL Account		
05/31/24	43421	NICOR	051624 100 S LLANOS ST	051624	07-7400-221	UTILITIES	192.12
05/31/24	43421	NICOR	051624 227 S SOMONAUK RD	051624	07-7400-221	UTILITIES	62.59
05/31/24		NICOR	051624 54 MARY ALDIS LN	051624		UTILITIES	81.88
05/31/24		PINES COMPUTER CONSULTIN	042824 COMPUTER SERVICE	4794	01-6000-351	OFFICE EQUIP & MAINT	4,434.80
05/31/24		PINES COMPUTER CONSULTIN	042824 COMPUTER SERVICE	4794		M&O: OFFICE	110.00
05/31/24	43422		042824 COMPUTER SERVICE	4794	01-6200-351	OFFICE EQUIP & MAINT	3,902.50
05/31/24	43422	PINES COMPUTER CONSULTIN	042824 COMPUTER SERVICE	4794	01-6100-351	OFFICE EQUIP & MAINT	1,081.28
05/31/24	43422	PINES COMPUTER CONSULTIN	042824 COMPUTER SERVICE	4794	07-7400-311	OFFICE EXPENSE	293.90
05/31/24	43422	PINES COMPUTER CONSULTIN	042824 COMPUTER SERVICE	4794	06-7300-311	OFFICE EXPENSE	293.90
05/31/24	43422	PINES COMPUTER CONSULTIN	042824 COMPUTER SERVICE	4794	01-6300-351	OFFICE EXPENSE	607.80
05/31/24	43422	PINES COMPUTER CONSULTIN	042924 AIPHONE JP SERIES DOORBE	4795	01-6000-812	CAP OUTLAY: EQUIP & FURN	5,500.00
05/31/24	43422	PINES COMPUTER CONSULTIN	042924 NORTON PUSH SIDE DOOR O	4796	01-6000-812	CAP OUTLAY: EQUIP & FURN	9,680.00
05/31/24	43422	PINES COMPUTER CONSULTIN	051624 REFURBISHED DESKTOP PC'S	4799	01-6200-240	EQUIPMENT PURCHASES & MAINT	912.00
05/31/24	43423	PITNEY BOWES PURCHASE PO	051424 POSTAGE REFILL	051424	01-6000-313	POSTAGE	.55
05/31/24	43423	PITNEY BOWES PURCHASE PO	051424 POSTAGE REFILL	051424	01-6300-351	OFFICE EXPENSE	1.11
05/31/24	43423	PITNEY BOWES PURCHASE PO	051424 POSTAGE REFILL	051424	01-6000-313	POSTAGE	.55
05/31/24	43423	PITNEY BOWES PURCHASE PO	051424 POSTAGE REFILL	051424	01-6000-313	POSTAGE	107.38
05/31/24	43423	PITNEY BOWES PURCHASE PO	051424 POSTAGE REFILL	051424	01-6200-313	POSTAGE	11.07
05/31/24	43423	PITNEY BOWES PURCHASE PO	051424 POSTAGE REFILL	051424	07-7400-311	OFFICE EXPENSE	29.34
05/31/24	43424	PRINCIPAL LIFE INSURANCE C	051824 ACCT. 1048895-10001 EMPLOY	051824	01-2100	HEALTH INS WITHHELD	238.82
05/31/24	43425	SHELL ENERGY SOLUTIONS N	050124 METER AT IRR RG	NE00000002	06-7300-221	UTILITIES	10.29
05/31/24	43426	SUN LIFE ASSURANCE COMPA	051624 EMPLOYEE DENTAL INSURAN	051624	01-2100	HEALTH INS WITHHELD	527.88
05/31/24	43427	UNITED RENTALS (NORTH AME	051024 CHIPPER 6" SELF FEED	233655187-0	01-6100-258	FORESTRY	313.14
05/31/24	43428	USABLUEBOOK	050624 HACH DPD, FLOURIDE, HARD	INV0035672	07-7400-345	CHEMICALS & TESTING	1,777.44
05/31/24	43429	VERMEER-MIDWEST INC	051624 CUMMINS 130HP DSL	S85159	01-6100-258	FORESTRY	1,216.17
05/31/24	43430	VIKING CHEMICAL COMPANY	050824 SODIUM HYPOCHLORITE SOL	163225	07-7400-221	UTILITIES	887.00
05/31/24	43430	VIKING CHEMICAL COMPANY	050824 SODIUM HYPOCHLORITE SOL	163226	07-7400-221	UTILITIES	812.00
05/31/24	43431	WATER PRODUCTS CO	052324 FLANGE SPOOL PIECE & ACC	0322659	07-7400-243	M&O: WELL SYSTEM	652.90
05/31/24	43432	WELLS FARGO FINANCIAL LEA	051024 XEROX COPIER-VERSALINK	5029791395	01-6000-351	OFFICE EQUIP & MAINT	131.85
05/31/24	43433	WHITE, CHERYL	052824 REFUND FOR BLOCK PARTY B	052824	01-4154	PARK RENTAL	100.00
Total	05/24:						207,875.55
Gran	d Totals:						207,875.55

TOWN OF CORTLAND

Check Register - Generic: Month (Detail w/ GL Account Title)
Check Issue Dates: 5/1/2024 - 5/31/2024

Page: Item 1.

Jul 19, 2024 03:06PM

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

### **Town of Cortland**

Cash Summaries Month Ending: May 31, 2024

		General	<u>MFT</u>	<u>CIF</u>	<u>Sewer</u>	<u>Water</u>	Festival & Parade	RAF	<u>TIF</u>	<u>Total</u>
Beginning Cash	\$	585,809.80 \$	638,842.08 \$	1,308,615.33 \$	2,701,750.55 \$	1,299,534.70	\$ 0.00	\$ 1,761,631.94 \$	924,558.79 \$	9,220,743.19
Revenue over Expenses:	\$	41,959.97 \$	18,791.09 \$	38,433.12 \$	15,429.92 \$	(26,209.03)		\$ 18,317.87 \$	68,526.84 \$	175,249.78
Receivables Prev month Current month	\$	1,001,884.97   \$ 180,666.62	15,817.67 <b> </b> \$ 15,817.67	78,083.99   \$ 78,083.99	154,454.02   \$ 37,079.53	141,212.83 28,852.56	\$ -   -	\$ 5,197.50   \$ 5,197.50	- \$ -	1,396,650.98 345,697.87
Change in receivables	\$	821,218.35 \$	- \$	- \$	117,374.49 \$	112,360.27	\$ -	\$ - \$	- \$	1,050,953.11
Less: non-expense AJE for Audit		\$	-				\$ -	\$ - \$	\$ - \$	-
Payables Prev month Current month Change in Payables	\$ \$ \$	949,471.45   \$ 74,708.78   \$ (874,762.67)   \$	-   \$ - \$ - \$	26,951.76 \$ 22,925.76 \$ (4,026.00) \$	669,128.65   \$ 649,104.81   \$ (20,023.84)   \$	109,909.90 96,093.57 (13,816.33)	\$ -	\$ 917,363.29   \$ \$ 934,060.47  \$ \$ 16,697.18  \$	- \$	2,672,825.05 1,776,893.39 (895,931.66)
Ending Cash	\$	574,225.45 \$	657,633.17 \$	1,343,022.45 \$	2,814,531.12 \$	1,371,869.61	\$ 0.00	<u>\$ 1,796,646.99</u> <u>\$</u>	993,085.63 \$	9,551,014.42
Per Cash <mark>Trial Balance:</mark>	\$	574,225.45 \$	657,633.17 \$	1,343,022.45 \$	<b>2,814,531.12</b> \$	1,371,869.61	\$ -	\$ 1,796,646.99 \$	993,085.63 \$	9,551,014.42

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	PROPERTY TAX					
04 4050	DE TAY CORROBATE LEVA	00.040.75	00.040.75	500 050 00	474 045 05	5.0
01-4052	RE TAX - CORPORATE LEVY	29,643.75	29,643.75	503,859.00	474,215.25	5.9
01-4055	PROPERTY TAX-POLICE	11,414.01	11,414.01	194,000.00	182,585.99	5.9 5.0
01-4058 01-4059	RE TAX - IMRF LEVY RE TAX - SOC SEC LEVY	3,236.07 3,059.35	3,236.07 3,059.35	55,000.00 52,000.00	51,763.93 48,940.65	5.9 5.9
01-4059	RETAX - 300 SEC LEVT		3,039.33	52,000.00	40,940.03	
	TOTAL PROPERTY TAX	47,353.18	47,353.18	804,859.00	757,505.82	5.9
	FINES & FORFEITURES					
01-4062	COURT FINES	224.00	224.00	8,000.00	7,776.00	2.8
	TOTAL FINES & FORFEITURES	224.00	224.00	8,000.00	7,776.00	2.8
	ROAD & BRIDGE TAX					
01-4071	ROAD & BRIDGE TAX REV	1,203.09	1,203.09	18,700.00	17,496.91	6.4
	TOTAL ROAD & BRIDGE TAX	1,203.09	1,203.09	18,700.00	17,496.91	6.4
	BUILDING & ZONING PERMITS					
01-4081	BUILDING & ZONING PERMITS	75.00	75.00	55,000.00	54,925.00	.1
01-4082	ZONING PERMITS	350.00	350.00	.00	( 350.00)	.0
01-4083	BUILDING PERMITS	5,254.65	5,254.65	.00	( 5,254.65)	.0
01-4084	SITE GRADING PLAN REVIEW	400.00	400.00	.00	( 400.00)	.0
	TOTAL BUILDING & ZONING PERMITS	6,079.65	6,079.65	55,000.00	48,920.35	11.1
	INCOME TAX REVENUE					
01-4101	STATE INCOME TAX REVENUE	117,695.29	117,695.29	720,000.00	602,304.71	16.4
	TOTAL INCOME TAX REVENUE	117,695.29	117,695.29	720,000.00	602,304.71	16.4
	SALES TAX					
01-4122	SALES TAX	25,196.05	25,196.05	320,000.00	294,803.95	7.9
	LOCAL USE TAX	12,269.27	12,269.27	150,000.00	137,730.73	8.2
	TOTAL SALES TAX	37,465.32	37,465.32	470,000.00	432,534.68	8.0

REPLACEMENT TAX - STATE   461.43			PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
01-4142   VIDEO GAMINIG TAX - STATE   2,880,33   2,680,33   16,000,00   13,319 67   16.8     01-4143   CANNABIS USE TAX - STATE   3,773,93   3,773,93   25,000,00   21,226,07   15.1     OTHER PERMITS   250,00   260,00   700,00   450,00   36.7     01-4151   OTHER PERMITS   250,00   0.00   1,000,00   1,000,00   0.00     01-4151   LIQUOR LICENSES   0.00   0.00   1,000,00   1,000,00   0.00     01-4154   PARK RENTAL   10,00   10,00   0.00   350,00   350,00   0.00     01-4155   SOLICITORS PERMIT   125,00   125,00   500,00   355,00   0.00     01-4156   SOLICITORS PERMIT   125,00   125,00   500,00   350,00   0.00     01-4156   SOLICITORS PERMIT   125,00   125,00   125,00   0.00   0.00     01-4156   CEMETERY RECEIPTS   386,00   385,00   2,550,00   2,165,00   0.00     01-4166   CEMETERY RECEIPTS   0.00   0.00   200,00   200,00   0.00     01-4167   FRANCHISE FEES   0.00   0.00   30,000,00   30,000,00   0.00     01-4168   FRANCHISE FEES   0.00   0.00   30,000,00   30,000,00   0.00     01-4169   FRANCHISE FEES   0.00   0.00   30,000,00   0.00     01-4160   FRANCHISE FEES   0.00   0.00   0.00   0.00     01-4160   FRANCHISE FEES   0.00   0.00   0.00   0.00     01-4160   FRANCHISE FEES   0.00   0.00   0.00   0.00     01-4160   FRANCHISE FEES   0.00   0.00   0.0		REPLACEMENT TAX - STATE					
01-4142   VIDEO GAMINIG TAX - STATE   2,880,33   2,880,33   16,000,00   13,319 67   16.8     01-4143   CANNABIS USE TAX - STATE   3,773.93   3,773.93   25,000,00   21,226.07   15.1     OTHER PERMITS   250.00   250.00   700.00   450.00   35.7     01-4151   OTHER PERMITS   250.00   250.00   700.00   450.00   35.7     01-4151   OTHER PERMITS   250.00   250.00   700.00   450.00   35.7     01-4153   LIQUOR LICENSES   0.0   0.0   0.0   0.0   0.0   0.0   0.0     01-4154   PARK RENTAL   10.00   10.00   0.0   0.0   0.0   0.0     01-4155   SOLICITORS PERMIT   125.00   125.00   500.00   350.00   0.0     01-4156   SOLICITORS PERMIT   125.00   125.00   500.00   350.00   0.0     01-4156   CEMETERY RECEIPTS   386.00   385.00   2,050.00   200.00   0.0     01-4166   CEMETERY RECEIPTS   0.0   0.0   200.00   200.00   0.0     01-4167   FRANCHISE FEES   0.0   0.0   30,000.00   30,000.00   0.0     01-4168   FRANCHISE FEES   0.0   0.0   30,000.00   30,000.00   0.0     01-4169   FRANCHISE	01-4141	REPLACEMENT TAX - STATE	461 43	461 43	3 000 00	2 538 57	15.4
Color   Colo						,	
OTHER PERMITS   250.00   250.00   700.00   450.00   35.7     OTHER PERMITS   250.00   250.00   700.00   450.00   35.7     OTHER PERMITS   250.00   250.00   700.00   450.00   35.7     OTHER PERMITS   0.00   0.00   1,000.00   1,000.00   0.0     OTHER PERMITA   10.00   10.00   0.00   (10.00)   0.0     OTHER PERMITA   125.00   125.00   500.00   375.00   25.00     OTHER PERMITY   125.00   125.00   350.00   350.00   350.00     OTHER PERMITY   125.00   125.00     OTHER PERMITY   125.00   125.00   125.00     OTHER PERMITY   125.00   125.00   125.00     OTHER PERMITY   125.00     OTHER PERMITY   125.00   125.00     OTHER PERMITY   125.							
OTHER PERMITS   250.00   250.00   700.00   450.00   30.00   1.000.00   0.00		TOTAL REPLACEMENT TAX - STATE	3,773.93	3,773.93	25,000.00	21,226.07	15.1
1-4153   LIQUOR LICENSES   .00   .00   .1,000.00   .1,000.00   .0   .00   .014154   PARK RENTAL   .10.00   .10.00   .10.00   .00		OTHER PERMITS					
1-4153   LIQUOR LICENSES   .00   .00   .1,000.00   .0   .0	01-4151	OTHER PERMITS	250.00	250.00	700.00	450.00	35.7
1-4154   PARK RENTAL   10.00   10.00   50.00   10.000   5.00							
O	01-4154	PARK RENTAL	10.00				
TOTAL OTHER PERMITS   385.00   385.00   2,550.00   2,165.00   15.1	01-4155	NON-HIGHWAY VEHICLES PERMIT	125.00	125.00	500.00		25.0
DONATIONS   DONA	01-4156	SOLICITORS PERMIT	.00	.00	350.00	350.00	.0
O1-4166   CEMETERY RECEIPTS   O.0   O.0   200.00   200.00   O.0   O.0		TOTAL OTHER PERMITS	385.00	385.00	2,550.00	2,165.00	15.1
TOTAL DONATIONS   .00   .00   .200.00   .200.00   .0		DONATIONS					
FRANCHISE FEES  01-4181 FRANCHISE FEES  .00 .00 .00 30,000.00 30,000.00 .0  TOTAL FRANCHISE FEES .00 .00 .00 30,000.00 30,000.00 .0  SIMPLIFIED TELECOM TAX (IMF)  101-4201 SIMPLIFIED TELECOMM TAX (IMF) 553.54 553.54 6,000.00 5,446.46 9.2  TOTAL SIMPLIFIED TELECOM TAX (IMF) 553.54 553.54 6,000.00 5,446.46 9.2  REIMBURSEMENTS  01-4901 REIMBURSEMENTS .00 .00 500.00 500.00 500.00 .0	01-4166	CEMETERY RECEIPTS	.00	.00	200.00	200.00	.0
TOTAL FRANCHISE FEES   .00   .00   .30,000.00   .00		TOTAL DONATIONS	.00	.00	200.00	200.00	.0
TOTAL FRANCHISE FEES		FRANCHISE FEES					
SIMPLIFIED TELECOM TAX (IMF)	01-4181	FRANCHISE FEES	.00	.00	30,000.00	30,000.00	.0
01-4201         SIMPLIFIED TELECOMM TAX (IMF)         553.54         553.54         6,000.00         5,446.46         9.2           TOTAL SIMPLIFIED TELECOM TAX (IMF)         553.54         553.54         6,000.00         5,446.46         9.2           REIMBURSEMENTS         .00         .00         500.00         500.00         .0		TOTAL FRANCHISE FEES	.00	.00	30,000.00	30,000.00	.0
TOTAL SIMPLIFIED TELECOM TAX (IMF) 553.54 553.54 6,000.00 5,446.46 9.2  REIMBURSEMENTS .00 .00 500.00 500.00 .00		SIMPLIFIED TELECOM TAX (IMF)					
REIMBURSEMENTS         .00         .00         500.00         .500.00         .0	01-4201	SIMPLIFIED TELECOMM TAX (IMF)	553.54	553.54	6,000.00	5,446.46	9.2
01-4901 REIMBURSEMENTS .00 .00 500.00 500.00 .0		TOTAL SIMPLIFIED TELECOM TAX (IMF)	553.54	553.54	6,000.00	5,446.46	9.2
		REIMBURSEMENTS					
TOTAL REIMBURSEMENTS .00 .00 500.00 500.00 .0	01-4901	REIMBURSEMENTS	.00	.00	500.00	500.00	.0
		TOTAL REIMBURSEMENTS	.00	.00	500.00	500.00	.0

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	MISCELLANEOUS REVENUE					
01-4990	MISC REV PD REPORTS	.00	.00	100.00	100.00	.0
01-4991	MISC REVENUE	2,018.95	2,018.95	500.00	( 1,518.95)	403.8
01-4996	BUSINESS LICENSES	125.00	125.00	1,200.00	1,075.00	10.4
	TOTAL MISCELLANEOUS REVENUE	2,143.95	2,143.95	1,800.00	( 343.95)	119.1
	INTEREST ON INVESTMENT					
01-8011	INTEREST ON INVESTMENT	2,288.83	2,288.83	35,000.00	32,711.17	6.5
	TOTAL INTEREST ON INVESTMENT	2,288.83	2,288.83	35,000.00	32,711.17	6.5
	TRANSFERS FROM OTHER FUNDS					
01-8101	TRANSFERS FROM OTHER FUNDS	.00	.00	1,227,768.57	1,227,768.57	.0
	TOTAL TRANSFERS FROM OTHER FUNDS	.00	.00	1,227,768.57	1,227,768.57	.0
	GRANTS					
01-8300	IEMA GRANT REVENUE	.00	.00	52,000.00	52,000.00	.0
01-8301	GRANTS	.00	.00	5,100.00	5,100.00	.0
	TOTAL GRANTS	.00	.00	57,100.00	57,100.00	.0
	TOTAL FUND REVENUE	219,165.78	219,165.78	3,462,477.57	3,243,311.79	6.3

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	ADMINISTRATION					
04 0000 440	OALADIES ELECTED OFFICIALS	0.050.00	0.050.00	400 505 00	440.474.07	7.0
01-6000-110	SALARIES - ELECTED OFFICIALS	9,350.63	9,350.63	122,525.00	113,174.37	7.6
01-6000-119	SALARIES - CLERICAL WORKERS	4,345.64	4,345.64	97,750.00	93,404.36	4.5
01-6000-131	EMPLOYEE HEALTH INSURANCE	5,260.31	5,260.31	45,620.00	40,359.69	11.5
01-6000-133	IMRF CONTRIBUTION	924.71	924.71	15,850.00	14,925.29	5.8
01-6000-134	EMPLOYEE INOCULATIONS	.00	.00	4,000.00	4,000.00	.0
01-6000-193	PAYROLL TAXES	1,047.76	1,047.76	15,900.00	14,852.24	6.6
01-6000-211	LEGAL EXPENSE	.00	.00	50,000.00	50,000.00	.0
01-6000-214	AUDIT & ACCOUNTING FEES	950.00	950.00	121,430.00	120,480.00	.8
01-6000-312	OFFICE SUPPLIES	661.41	661.41	5,000.00	4,338.59	13.2
01-6000-313	POSTAGE	108.48	108.48	2,500.00	2,391.52	4.3
01-6000-314	TELEPHONE	423.87	423.87	16,000.00	15,576.13	2.7
01-6000-315	COPIES & PRINTING	.00.	.00	750.00	750.00	.0
01-6000-318	ADVERTISING	.00	.00	1,500.00	1,500.00	.0
01-6000-321	DUES & SUBSCRIPTIONS	1,913.56	1,913.56	25,000.00	23,086.44	7.7
01-6000-331	TRAVEL & TRAINING	1,723.04	1,723.04	19,500.00	17,776.96	8.8
01-6000-351	OFFICE EQUIP & MAINT	781.28	781.28	18,550.00	17,768.72	4.2
01-6000-421	COMMUNITY PROGRAMS	.00	.00	20,000.00	20,000.00	.0
01-6000-511	INSURANCE EXPENSE	9,042.00	9,042.00	23,175.00	14,133.00	39.0
01-6000-531	REAL ESTATE TAXES	40.00	40.00	1,600.00	1,560.00	2.5
01-6000-591	MISC EXPENSE	.00	.00	1,600.00	1,600.00	.0
01-6000-812	CAP OUTLAY: EQUIP & FURN	.00	.00	18,040.00	18,040.00	.0
	TOTAL ADMINISTRATION	36,572.69	36,572.69	626,290.00	589,717.31	5.8

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	DUDUO WODICO					
	PUBLIC WORKS					
01-6100-118	SALARIES - MAINT WORKERS	15,342.20	15,342.20	203,500.00	188,157.80	7.5
01-6100-131	EMPLOYEE HEALTH INSURANCE	1,840.98	1,840.98	34,500.00	32,659.02	5.3
01-6100-133	IMRF CONTRIBUTION	1,402.29	1,402.29	19,000.00	17,597.71	7.4
01-6100-151	UNEMPLOYMENT BENEFITS	.00	.00	3,500.00	3,500.00	.0
01-6100-193	PAYROLL TAXES	1,173.69	1,173.69	17,775.00	16,601.31	6.6
01-6100-197	DRUG/ALCOHOL PROGRAMS	.00	.00	800.00	800.00	.0
01-6100-198	UNIFORMS	.00	.00	1,600.00	1,600.00	.0
01-6100-218	MAINTENANCE - STREET LIGHTS	.00	.00	5,000.00	5,000.00	.0
01-6100-219	ELECTRIC - STREET LIGHTS	.00	.00	36,500.00	36,500.00	.0
01-6100-220	ROAD SALT	.00	.00	35,000.00	35,000.00	.0
01-6100-221	ROAD SIGNS	.00	.00	9,000.00	9,000.00	.0
01-6100-222	RAILROAD CROSSING MAINTENANCE	.00	.00	1,000.00	1,000.00	.0
01-6100-224	STREET REPAIR MATERIALS	.00	.00	24,000.00	24,000.00	.0
01-6100-226	TOOLS AND HARDWARE	.00	.00	3,000.00	3,000.00	.0
01-6100-227	SMALL EQUIPMENT PURCHASES	.00	.00	10,000.00	10,000.00	.0
01-6100-232	MAINTENANCE TOWN GARAGE	150.00	150.00	5,000.00	4,850.00	3.0
01-6100-235	PARKS - EQUIPMENT MAINTENANCE	.00	.00	12,000.00	12,000.00	.0
01-6100-239	NUISANCE MOWING	.00	.00	1,000.00	1,000.00	.0
01-6100-241	VEHICLE & EQUIPMENT MAINT.	218.52	218.52	40,000.00	39,781.48	.6
01-6100-242	TOWN HALL MAINTENANCE	150.00	150.00	6,000.00	5,850.00	2.5
01-6100-245	EQUIPMENT RENTAL	.00	.00	20,000.00	20,000.00	.0
01-6100-255	STORM SEWER REPAIRS	954.72	954.72	7,000.00	6,045.28	13.6
01-6100-258	FORESTRY	1,529.31	1,529.31	8,000.00	6,470.69	19.1
01-6100-312	OFFICE SUPPLIES	.00	.00	1,000.00	1,000.00	.0
01-6100-314	TELEPHONE	228.31	228.31	6,000.00	5,771.69	3.8
01-6100-316	UTILITIES	57.57	57.57	8,000.00	7,942.43	.7
01-6100-331	TRAVEL AND TRAINING	.00	.00	2,000.00	2,000.00	.0
01-6100-351	OFFICE EQUIP & MAINT	.00	.00	2,000.00	2,000.00	.0
01-6100-371	FUEL	1,824.57	1,824.57	25,000.00	23,175.43	7.3
01-6100-492	IPRF SAFETY GRANT	.00	.00	2,500.00	2,500.00	.0
01-6100-511	INSURANCE EXPENSE	14,494.00	14,494.00	44,000.00	29,506.00	32.9
01-6100-522	FEES/PERMITS	.00	.00	2,000.00	2,000.00	.0
01-6100-525	TECHNOLOGY UPGRADES	.00	.00	2,000.00	2,000.00	.0
01-6100-591	MISC EXPENSE	.00	.00	500.00	500.00	.0
01-6100-592	CEMETERY EXPENSE	.00	.00	2,000.00	2,000.00	.0
01-6100-611	PRINCIPAL PAYMENTS	.00	.00	44,055.00	44,055.00	.0
01-6100-621	INTEREST EXPENSE	.00	.00	7,264.00	7,264.00	.0
01-6100-811	CAP OUTLAY: CONSTRUCT	10,845.00	10,845.00	.00	( 10,845.00)	.0
01-6100-812	CAP OUTLAY: EQUIP & FURN	.00	.00	95,000.00	95,000.00	.0
	TOTAL PUBLIC WORKS	50,211.16	50,211.16	746,494.00	696,282.84	6.7

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	POLICE DEPARTMENT					
01-6200-114	SALARIES - REGULAR	38,583.16	38,583.16	521,800.00	483,216.84	7.4
01-6200-115	SALARIES - SPECIAL ASSIGNMENT	2,490.52	2,490.52	25,000.00	22,509.48	10.0
01-6200-116	SALARIES - OVERTIME	.00	.00	8,000.00	8,000.00	.0
01-6200-119	SALARIES - CLERICAL	1,146.06	1,146.06	9,000.00	7,853.94	12.7
01-6200-131	EMPLOYEE HEALTH INS	6,401.80	6,401.80	112,000.00	105,598.20	5.7
01-6200-133	IMRF CONTRIBUTION	3,587.29	3,587.29	48,422.00	44,834.71	7.4
01-6200-193	PAYROLL TAXES	3,061.83	3,061.83	45,200.00	42,138.17	6.8
01-6200-198	UNIFORMS	.00	.00	4,120.00	4,120.00	.0
01-6200-199	UNIFORM ALLOWANCE	.00	.00	4,300.00	4,300.00	.0
01-6200-211	LEGAL EXPENSE	.00	.00	1,500.00	1,500.00	.0
01-6200-212	ADJUDICATION	.00	.00	3,500.00	3,500.00	.0
01-6200-240	EQUIPMENT PURCHASES & MAINT	.00	.00	10,000.00	10,000.00	.0
01-6200-241	VEHICLE MAINTENANCE	103.53	103.53	8,500.00	8,396.47	1.2
01-6200-242	M&O: OFFICE	.00	.00	1,500.00	1,500.00	.0
01-6200-261	TELECOMMUNICATIONS SERVICE	.00	.00	66,570.00	66,570.00	.0
01-6200-312	OFFICE SUPPLIES	.00	.00	1,000.00	1,000.00	.0
01-6200-313	POSTAGE	11.07	11.07	150.00	138.93	7.4
01-6200-314	TELEPHONE	207.53	207.53	15,500.00	15,292.47	1.3
01-6200-315	COPIES & PRINTING	73.47	73.47	1,500.00	1,426.53	4.9
01-6200-316	UTILITIES	81.88	81.88	2,500.00	2,418.12	3.3
01-6200-317	BUSINESS FORMS EXPENSE	.00	.00	2,500.00	2,500.00	.0
01-6200-321	DUES & SUBSCRIPTIONS	720.00	720.00	39,450.00	38,730.00	1.8
01-6200-331	TRAVEL & TRAINING	900.00	900.00	8,500.00	7,600.00	10.6
01-6200-351	OFFICE EQUIP & MAINT	21.24	21.24	4,000.00	3,978.76	.5
01-6200-361	DUI PREVENTION EQUIP	.00	.00	2,000.00	2,000.00	.0
01-6200-371	GAS & PETROLEUM	1,378.59	1,378.59	18,000.00	16,621.41	7.7
01-6200-421	COMMUNITY PROGRAMS	.00	.00	1,000.00	1,000.00	.0
01-6200-492	IPRF SAFETY GRANT	.00	.00	2,547.00	2,547.00	.0
01-6200-511	INSURANCE EXP	16,969.00	16,969.00	39,600.00	22,631.00	42.9
01-6200-550	TECHNOLOGY UPGRADES	.00	.00	4,000.00	4,000.00	.0
01-6200-591	MISC EXPENSE	387.81	387.81	3,000.00	2,612.19	12.9
01-6200-812	CAP OUTLAY: EQUIP/FURN	.00	.00	55,000.00	55,000.00	.0
01-6200-814	CAP OUTLAY: VEHICLE	.00	.00	25,000.00	25,000.00	.0
	TOTAL POLICE DEPARTMENT	76,124.78	76,124.78	1,094,659.00	1,018,534.22	7.0

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	ENGINEERING & ZONING					
01-6300-118	SALARIES - CODE OFFICIAL	1,748.04	1,748.04	40,000.00	38,251.96	4.4
01-6300-120	SALARIES - ENGINEER	10,141.90	10,141.90	140,000.00	129,858.10	7.2
01-6300-131	EMPLOYEE HEALTH/LIFE	15.42	15.42	205.00	189.58	7.5
01-6300-133	EMPLOYER IMRF	926.97	926.97	12,800.00	11,873.03	7.2
01-6300-193	PAYROLL TAXES	909.58	909.58	12,500.00	11,590.42	7.3
01-6300-211	ENGINEERING: NON-REIMBURSABLE	.00	.00	40,000.00	40,000.00	.0
01-6300-213	PLANNING/ZONING/BUILDING	.00	.00	1,500.00	1,500.00	.0
01-6300-241	VEHICLE & EQUIPMENT MAINT.	.00	.00	4,000.00	4,000.00	.0
01-6300-312	OFFICE SUPPLIES	.00	.00	1,000.00	1,000.00	.0
01-6300-313	POSTAGE	.00	.00	100.00	100.00	.0
01-6300-314	TELEPHONE	185.23	185.23	2,200.00	2,014.77	8.4
01-6300-315	COPIES & PRINTING	.00	.00	600.00	600.00	.0
01-6300-321	DUES & SUBSCRIPTIONS	.00	.00	1,500.00	1,500.00	.0
01-6300-331	CONFERENCE AND TRAINING	.00	.00	6,000.00	6,000.00	.0
01-6300-351	OFFICE EXPENSE	1.11	1.11	6,000.00	5,998.89	.0
01-6300-371	GASOLINE	247.93	247.93	3,000.00	2,752.07	8.3
01-6300-493	GRANT REIMBURSEMENT EXPENSE	.00	.00	52,000.00	52,000.00	.0
01-6300-511	INSURANCE EXP	121.00	121.00	1,000.00	879.00	12.1
01-6300-812	CAP OUTLAY: EQUIP & FURN	.00	.00	395,185.00	395,185.00	.0
	TOTAL ENGINEERING & ZONING	14,297.18	14,297.18	719,590.00	705,292.82	2.0
	TOTAL FUND EXPENDITURES	177,205.81	177,205.81	3,187,033.00	3,009,827.19	5.6
	NET REVENUE OVER EXPENDITURES	41,959.97	41,959.97	275,444.57	233,484.60	15.2

### TOWN OF CORTLAND REVENUES WITH COMPARISON TO BUDGET FOR THE 1 MONTHS ENDING MAY 31, 2024

### MOTOR FUEL TAX FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
02-4011	MOTOR FUEL TAX REVENUES  MFT APPROPRIATION	15,817.67	15,817.67	178,000.00	162,182.33	8.9
	TOTAL MOTOR FUEL TAX REVENUES	15,817.67	15,817.67	178,000.00	162,182.33	8.9
	INTEREST ON INVESTMENT					
02-8011	INTEREST ON INVESTMENT	2,973.42	2,973.42	30,000.00	27,026.58	9.9
	TOTAL INTEREST ON INVESTMENT	2,973.42	2,973.42	30,000.00	27,026.58	9.9
	TOTAL FUND REVENUE	18,791.09	18,791.09	208,000.00	189,208.91	9.0

### TOWN OF CORTLAND EXPENDITURES WITH COMPARISON TO BUDGET FOR THE 1 MONTHS ENDING MAY 31, 2024

### MOTOR FUEL TAX FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	MOTOR FUEL EXPENSES					
02-6400-237	REBUILD ILLINOIS EXPENSES	.00	.00	65,000.00	65,000.00	.0
02-6400-370	GENERAL MAINTENANCE	.00	.00	150,000.00	150,000.00	.0
	TOTAL MOTOR FUEL EXPENSES	.00	.00	215,000.00	215,000.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	215,000.00	215,000.00	.0
	NET REVENUE OVER EXPENDITURES	18,791.09	18,791.09	( 7,000.00)	( 25,791.09)	268.4

### CAPITAL IMPROVEMENT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	ELECTRICITY					
03-4011	UTILITY TAX - ELECTRICITY	6,483.92	6,483.92	85,000.00	78,516.08	7.6
	TOTAL ELECTRICITY	6,483.92	6,483.92	85,000.00	78,516.08	7.6
	GAS					
03-4021	UTILITY TAX - GAS	6,237.80	6,237.80	70,000.00	63,762.20	8.9
	TOTAL GAS	6,237.80	6,237.80	70,000.00	63,762.20	8.9
	TELEPHONE					
03-4031	SIMPLIFIED TELECOMM TAX (UT)	1,951.16	1,951.16	20,000.00	18,048.84	9.8
	TOTAL TELEPHONE	1,951.16	1,951.16	20,000.00	18,048.84	9.8
	SALES TAX					
03-4041	NON HOME RULE SALES TAX	18,474.79	18,474.79	215,000.00	196,525.21	8.6
	TOTAL SALES TAX	18,474.79	18,474.79	215,000.00	196,525.21	8.6
	MISCELLANEOUS REVENUE					
03-4991	MISCELLANEOUS INCOME	.00	.00	250.00	250.00	.0
	TOTAL MISCELLANEOUS REVENUE	.00	.00	250.00	250.00	.0
	INTEREST ON INVESTMENTS					
03-8011	INTEREST ON INVESTMENTS	6,080.02	6,080.02	40,000.00	33,919.98	15.2
	TOTAL INTEREST ON INVESTMENTS	6,080.02	6,080.02	40,000.00	33,919.98	15.2
	TOTAL FUND REVENUE	39,227.69	39,227.69	430,250.00	391,022.31	9.1
	-					

## TOWN OF CORTLAND EXPENDITURES WITH COMPARISON TO BUDGET FOR THE 1 MONTHS ENDING MAY 31, 2024

### CAPITAL IMPROVEMENT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	CAPITAL IMPR EXPENSES					
03-6500-421	COMMUNITY PROGRAMS	.00	.00	10,000.00	10,000.00	.0
03-6500-522	NPDES PERMIT FEE	.00	.00	1,000.00	1,000.00	.0
03-6500-726	DONATIONS- COMMUNITY AGENCIES	500.00	500.00	3,000.00	2,500.00	16.7
03-6500-824	STREET IMPROVEMENT	.00	.00	25,000.00	25,000.00	.0
03-6500-840	HOLIDAY DECORATIONS	294.57	294.57	15,000.00	14,705.43	2.0
03-6500-842	SIDEWALKS, NEW CONSTRUCTION	.00	.00	50,000.00	50,000.00	.0
03-6500-912	LOAN PAYMENTS	.00	.00	51,319.00	51,319.00	.0
03-6500-913	CAPITAL PURCHASE TRANSFERS	.00	.00	588,224.57	588,224.57	.0
	TOTAL CAPITAL IMPR EXPENSES	794.57	794.57	743,543.57	742,749.00	.1
	TOTAL FUND EXPENDITURES	794.57	794.57	743,543.57	742,749.00	1
	NET REVENUE OVER EXPENDITURES	38,433.12	38,433.12	( 313,293.57)	( 351,726.69)	12.3

### SEWER SYSTEM FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	SERVICE FEES					
06-4010 06-4011	CONNECTION FEES SERVICE FEES	2,000.00 230.47	2,000.00 230.47	18,000.00 560,000.00	16,000.00 559,769.53	11.1 .0
	TOTAL SERVICE FEES	2,230.47	2,230.47	578,000.00	575,769.53	.4
	LATE CHARGES					
06-4021	LATE CHARGES	5,867.16	5,867.16	31,000.00	25,132.84	18.9
	TOTAL LATE CHARGES	5,867.16	5,867.16	31,000.00	25,132.84	18.9
	BAD CHECK CHARGES					
06-4041	BAD CHECK CHARGES	.00	.00	25.00	25.00	.0
	TOTAL BAD CHECK CHARGES	.00.	.00.	25.00	25.00	.0
	PERMITS					
06-4051	PERMITS	7,000.00	7,000.00	50,000.00	43,000.00	14.0
	TOTAL PERMITS	7,000.00	7,000.00	50,000.00	43,000.00	14.0
	MISCELLANEOUS REVENUE					
06-4991	MISC REVENUE	63.08	63.08	200.00	136.92	31.5
	TOTAL MISCELLANEOUS REVENUE	63.08	63.08	200.00	136.92	31.5
	INTEREST ON INVESTMENT					
06-8011	INTEREST ON INVESTMENT	12,315.95	12,315.95	95,000.00	82,684.05	13.0
	TOTAL INTEREST ON INVESTMENT	12,315.95	12,315.95	95,000.00	82,684.05	13.0
	GRANTS					
06-8300	GRANT REVENUE	.00	.00	2,547.00	2,547.00	.0
	TOTAL GRANTS	.00	.00	2,547.00	2,547.00	.0

### SEWER SYSTEM FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	LEASE INCOME					
06-8801	LEASE INCOME	.00	.00	34,800.00	34,800.00	.0
	TOTAL LEASE INCOME	.00	.00	34,800.00	34,800.00	.0
	TOTAL FUND REVENUE	27,476.66	27,476.66	791,572.00	764,095.34	3.5

### SEWER SYSTEM FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	SEWER SYSTEM EXPENSES					
06-7300-118	SALARIES: MAINT WORKERS	6,541.04	6,541.04	107,500.00	100,958.96	6.1
06-7300-131	EMPLOYEE HEALTH INSURANCE	857.20	857.20	12,000.00	11,142.80	7.1
06-7300-133	IMRF CONTRIBUTION	597.85	597.85	9,775.00	9,177.15	6.1
06-7300-134	PENSION EXPENSE	.00	.00	8,500.00	8,500.00	.0
06-7300-193	PAYROLL TAXES	500.39	500.39	8,000.00	7,499.61	6.3
06-7300-198	UNIFORMS	.00	.00	1,500.00	1,500.00	.0
06-7300-211	LEGAL/COLLECTION EXPENSE	.00	.00	1,000.00	1,000.00	.0
06-7300-212	ENGINEERING EXPENSE	.00	.00	2,500.00	2,500.00	.0
06-7300-213	OTHER CONSULTING FEES	.00	.00	16,550.00	16,550.00	.0
06-7300-214	AUDIT FEES	.00	.00	4,300.00	4,300.00	.0
06-7300-218	EQUIPMENT	.00	.00	3,000.00	3,000.00	.0
06-7300-221	UTILITIES	57.83	57.83	125,000.00	124,942.17	.1
06-7300-241	M&O: VEH & EQUIP	.00	.00	8,000.00	8,000.00	.0
06-7300-243	M&O: SEWER PLANT	150.00	150.00	40,000.00	39,850.00	.4
06-7300-311	OFFICE EXPENSE	513.20	513.20	6,500.00	5,986.80	7.9
06-7300-312	ANNUAL PERMIT FEES	.00	.00	11,000.00	11,000.00	.0
06-7300-313	TRAINING	.00	.00	3,000.00	3,000.00	.0
06-7300-314	TELEPHONE	137.13	137.13	5,000.00	4,862.87	2.7
06-7300-345	WASTEWATER TESTING	.00	.00	18,000.00	18,000.00	.0
06-7300-371	GAS & PETROLEUM	246.08	246.08	2,200.00	1,953.92	11.2
06-7300-492	IPRF SAFETY GRANT	.00	.00	2,547.00	2,547.00	.0
06-7300-511	INSURANCE EXPENSE	2,160.00	2,160.00	5,500.00	3,340.00	39.3
06-7300-531	REAL ESTATE TAXES	286.02	286.02	.00	( 286.02)	.0
06-7300-591	MISC EXPENSES	.00	.00	500.00	500.00	.0
06-7300-611	DEBT SERVICE PRINCIPAL	.00	.00	48,000.00	48,000.00	.0
06-7300-621	INTEREST EXPENSE	.00	.00	11,000.00	11,000.00	.0
06-7300-812	CAP OUTLAY: EQUIPMENT	.00	.00	40,000.00	40,000.00	.0
	TOTAL SEWER SYSTEM EXPENSES	12,046.74	12,046.74	500,872.00	488,825.26	2.4
	TOTAL FUND EXPENDITURES	12,046.74	12,046.74	500,872.00	488,825.26	2.4
	NET REVENUE OVER EXPENDITURES	15,429.92	15,429.92	290,700.00	275,270.08	5.3

### WATER SYSTEM FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	SERVICE FEES					
07-4011	SERVICE FEES	( 119.46)	( 119.46)	525,000.00	525,119.46	.0
	TOTAL SERVICE FEES	( 119.46)	( 119.46)	525,000.00	525,119.46	.0
	LATE CHARGES					
07-4021	LATE CHARGES	437.14	437.14	2,500.00	2,062.86	17.5
	TOTAL LATE CHARGES	437.14	437.14	2,500.00	2,062.86	17.5
	BAD CHECK CHARGES					
07-4041	BAD CHECK CHARGES	.00	.00	150.00	150.00	.0
	TOTAL BAD CHECK CHARGES	.00	.00	150.00	150.00	
	PERMITS					
07-4051	PERMITS	7,600.00	7,600.00	85,000.00	77,400.00	8.9
	TOTAL PERMITS	7,600.00	7,600.00	85,000.00	77,400.00	8.9
	METER SALES					
07-4301	METER SALES	600.00	600.00	5,000.00	4,400.00	12.0
	TOTAL METER SALES	600.00	600.00	5,000.00	4,400.00	12.0
	MISCELLANEOUS REVENUE					
07-4991	MISC INCOME	.00	.00	2,000.00	2,000.00	.0
	TOTAL MISCELLANEOUS REVENUE	.00	.00	2,000.00	2,000.00	.0
	INTEREST ON INVESTMENT					
07-8011	INTEREST ON INVESTMENT	6,221.63	6,221.63	50,000.00	43,778.37	12.4
	TOTAL INTEREST ON INVESTMENT	6,221.63	6,221.63	50,000.00	43,778.37	12.4

### WATER SYSTEM FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	LEASE INCOME					
07-8801	LEASE INCOME	310.00	310.00	3,720.00	3,410.00	8.3
	TOTAL LEASE INCOME	310.00	310.00	3,720.00	3,410.00	8.3
	TOTAL FUND REVENUE	15,049.31	15,049.31	673,370.00	658,320.69	2.2

### WATER SYSTEM FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	WATER SYSTEM EXPENSES					
07-7400-118	SALARIES: MAINT WORKERS	9,811.55	9,811.55	158,500.00	148,688.45	6.2
07-7400-131	EMPLOYEE HEALTH INSURANCE	1,285.84	1,285.84	16,725.00	15,439.16	7.7
07-7400-133	IMRF CONTRIBUTION	896.77	896.77	15,000.00	14,103.23	6.0
07-7400-134	PENSION EXPENSE	.00	.00	12,350.00	12,350.00	.0
07-7400-193	PAYROLL TAXES	750.59	750.59	12,500.00	11,749.41	6.0
07-7400-198	UNIFORMS	.00	.00	900.00	900.00	.0
07-7400-213	OTHER CONSULTING FEES	.00	.00	24,800.00	24,800.00	.0
07-7400-214	AUDIT FEES	.00	.00	4,000.00	4,000.00	.0
07-7400-221	UTILITIES	2,003.50	2,003.50	75,000.00	72,996.50	2.7
07-7400-222	RADIUM REMOVAL PROCESSING	9,422.29	9,422.29	116,510.00	107,087.71	8.1
07-7400-241	M&O: VEH & EQUIP	302.48	302.48	8,000.00	7,697.52	3.8
07-7400-243	M&O: WELL SYSTEM	907.90	907.90	30,000.00	29,092.10	3.0
07-7400-311	OFFICE EXPENSE	467.77	467.77	12,000.00	11,532.23	3.9
07-7400-314	TELEPHONE	114.13	114.13	5,000.00	4,885.87	2.3
07-7400-331	TRAVEL & TRAINING	.00	.00	3,000.00	3,000.00	.0
07-7400-341	METER PURCHASES & SUPPLIES	8,670.00	8,670.00	15,000.00	6,330.00	57.8
07-7400-343	CONNECTION EXP	.00	.00	3,500.00	3,500.00	.0
07-7400-344	ACCESS SUPPLY PURCH	.00	.00	2,000.00	2,000.00	.0
07-7400-345	CHEMICALS & TESTING	1,777.44	1,777.44	25,000.00	23,222.56	7.1
07-7400-346	TOOLS	.00	.00	1,500.00	1,500.00	.0
07-7400-371	GAS & PETROLEUM	574.20	574.20	8,000.00	7,425.80	7.2
07-7400-511	INSURANCE EXPENSE	4,160.00	4,160.00	6,800.00	2,640.00	61.2
07-7400-531	REAL ESTATE TAXES	113.88	113.88	240.00	126.12	47.5
07-7400-811	CAP OUTLAY: CONSTRUCT	.00	.00	45,000.00	45,000.00	.0
07-7400-826	CAP OUTLAY: ENG STUDY	.00	.00	75,000.00	75,000.00	.0
	TOTAL WATER SYSTEM EXPENSES	41,258.34	41,258.34	676,325.00	635,066.66	6.1
	TOTAL FUND EXPENDITURES	41,258.34	41,258.34	676,325.00	635,066.66	6.1
	NET REVENUE OVER EXPENDITURES	( 26,209.03)	( 26,209.03)	( 2,955.00)	23,254.03	(886.9)

### RESTRICTED ASSETS FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	DONATIONS					
13-4167	WASTE COLLECTION AGREEMENT	5,197.50	5,197.50	17,000.00	11,802.50	30.6
	TOTAL DONATIONS	5,197.50	5,197.50	17,000.00	11,802.50	30.6
	PARK DEVELOPMENT FEES					
13-4171	PARK LOT DEV FEES - GENERAL	100.00	100.00	1,000.00	900.00	10.0
	TOTAL PARK DEVELOPMENT FEES	100.00	100.00	1,000.00	900.00	10.0
	CAPITAL CONTRIBUTIONS: TOWN					
13-4201	CAP CONTRIB: PUBLIC WORKS BLDG	1,009.26	1,009.26	.00	( 1,009.26)	.0
13-4202	CAP CONTRIB: POLICE FACILITY	805.56	805.56	.00	( 805.56)	.0
13-4203	CAP CONTRIB: EMERGENCY SIREN	23.14	23.14	.00	( 23.14)	.0
13-4204	CAP CONTRIB: TOWN HALL BLDG	1,809.26	1,809.26	.00	( 1,809.26)	.0
13-4205	CAP CONTRIB: SPORTS COMPLEX	1,319.44	1,319.44	.00	( 1,319.44)	.0
	TOTAL CAPITAL CONTRIBUTIONS: TOWN	4,966.66	4,966.66	.00	( 4,966.66)	.0
	INTEREST					
13-8011	INTEREST ON INVESTMENT	8,053.71	8,053.71	45,000.00	36,946.29	17.9
	TOTAL INTEREST	8,053.71	8,053.71	45,000.00	36,946.29	17.9
	TOTAL FUND REVENUE	18,317.87	18,317.87	63,000.00	44,682.13	29.1

## TOWN OF CORTLAND EXPENDITURES WITH COMPARISON TO BUDGET FOR THE 1 MONTHS ENDING MAY 31, 2024

### RESTRICTED ASSETS FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	RESTRICTED ASSETS					
13-8000-350	ROAD IMPROVEMENTS	.00	.00	39,815.00	39,815.00	.0
13-8000-813	CAP OUTLAY: TOWN HALL	.00	.00	5,000.00	5,000.00	.0
13-8000-814	CAP OUTLAY: SSA#4	.00	.00	75,000.00	75,000.00	.0
13-8000-824	CAP O/L: PARK DEV (MCPHILLIPS)	.00	.00	14,305.00	14,305.00	.0
13-8000-833	CAP OUTLAY: PUBL WKS FACILITY	.00	.00	5,000.00	5,000.00	.0
	TOTAL RESTRICTED ASSETS	.00	.00	139,120.00	139,120.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	139,120.00	139,120.00	.0
	NET REVENUE OVER EXPENDITURES	18,317.87	18,317.87	( 76,120.00)	( 94,437.87)	24.1

TIF FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	INTEREST INCOME					
14-8010 14-8011	TIF RE TAX RECEIVED INTEREST ON INVESTMENT	64,203.96 4,322.88	64,203.96 4,322.88	485,000.00 25,000.00	420,796.04 20,677.12	13.2 17.3
	TOTAL INTEREST INCOME	68,526.84	68,526.84	510,000.00	441,473.16	13.4
	TOTAL FUND REVENUE	68,526.84	68,526.84	510,000.00	441,473.16	13.4

## TOWN OF CORTLAND EXPENDITURES WITH COMPARISON TO BUDGET FOR THE 1 MONTHS ENDING MAY 31, 2024

TIF FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	TIF EXPENSES					
14-6600-212	ADMINISTRATIVE EXPENSE	.00	.00	9,500.00	9,500.00	.0
14-6600-591	MISC EXPENSES	.00	.00	500,000.00	500,000.00	.0
	TOTAL TIF EXPENSES	.00	.00	509,500.00	509,500.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	509,500.00	509,500.00	.0
	NET REVENUE OVER EXPENDITURES	68,526.84	68,526.84	500.00	( 68,026.84)	13705.

### **General Fund - Streets and Maintenance**

Facility 250 S Halwood

Loan Date: 12/31/11, Maturity Date: 6/30/30, Loan Amount: \$655,200.00

Interest Rate: 7.25%, Semi-Annual P&I due 6/30 and 12/31

Beginning Balance 5/1/2024 \$ 302,146.61

Principal Paid Fiscal Year 2025: \$

Interest Paid Fiscal Year 2025: \$ -

**Current Balance:** \$ 302,146.61

**Remaining Debt Schedule** 

 Principal
 Interest

 Fiscal Year Ending 2025
 \$ 38,582.92
 \$ 21,271.08

 Fiscal Year Ending 2026
 \$ 41,493.09
 \$ 18,360.91

 Future
 \$ 222,070.60
 \$ 41,331.63

 Total:
 \$ 302,146.61
 \$ 80,963.61

\* rate change 3 year variable

### General Fund - IEPA Loan

Wastewater Project: L17-5003

Maturity Date 9/25/2034, Int Rate: 1.93%, Semi-Annual Payments

Beginning Balance 5/1/2024 \$ 576,634.88

Principal Paid Fiscal Year 2025:

Interest Paid Fiscal Year 2025: \$

**Current Balance:** \$ 576,634.88

Remaining Debt Schedule

 Fiscal Year Ending 2025
 \$ 50,058.09
 \$ 10,888.69

 Fiscal Year Ending 2026
 \$ 51,028.88
 \$ 9,917.90

 Future
 \$ 475,547.91
 \$ 42,347.17

 Total:
 \$ 576,634.88
 \$ 63,153.76

			Balance 5/1/2024		Deposits Expenditures 5/31/2024 5/31/2024			Balance 5/31/2024	
Customer Deposits									
13-2010 AP		\$	22.81			\$	22.81	\$	-
13-2020 Deferred		\$	-		-		-		-
13-2301 Occupany	•	\$	-		-				-
•	oad Security Deposits	\$	-		-		-		-
Engineering Deposits									
13-2316 DCUSD #4	28	\$	51,668.29	\$	-	\$	-	\$	51,668.29
Land/Cash Contributi									
	ire Protection District	\$	-	\$	900.00			\$	900.00
•	School District # 427	\$	-		898.71				898.71
13-2406 #428 Scho		\$	122,882.68		3,240.00				126,122.68
13-2407 Cortland I	ibrary	\$	-		135.00				135.00
Storm Sewer Escrow									
13-2411 Neumann	Homes Inc	\$	75,481.55					\$	75,481.55
Capital Contributions	<u>_</u>								
13-2432 DRH Cam	oridge - Richland Trails	\$	254,325.16					\$	254,325.16
Library Building									
13-2452 Library Bu	ilding	\$	19,548.32	\$	674.08	\$	-	\$	20,222.40
Fire Department Build	ding								
13-2461 DRH Cam	oridge - Richland Trails	\$	91,144.90					\$	91,144.90
13-2462 Montalba	no - Chestnut Grove	\$	25,293.80		872.20		-	\$	26,166.00
WasteWater Irrigatio	n Land Acquisition								
13-2501 SSA # 4 Cd	onnection Fees	\$	71,500.00	\$	8,500.00	\$	-	\$	80,000.00
13-2505 SSA # 8 Co	onnection Fees	\$	-				-	\$	-
13-2551 Waste Wa	iter Irrigation Land Fee	\$	94,000.00		1,500.00		-	\$	95,500.00
Cortland Events Com	<u>nittee</u>								
13-2900 Festival Pa	arade	\$	-	\$	-	\$	-	\$	-
13-2350 Road Imp	rovements	\$	_	\$	_			\$	_
	rative Fund	\$	99,423.32	т	_		_	т.	99,423.32
	t Follow Up Items	\$	12,072.46		-		-		12,072.46
	(5 - )								
•	- Town Use (By Purpose)  Fark Improvements	\$	13,961.76	¢	_	\$	_	\$	13,961.76
13-4096 Town Serv	•	ب \$	-	ڔ	-	۲	-	۲	-
13-4167 Road Imp	rovements - DC Trash Agreeement	\$	87,017.36		5,197.50		-		92,214.86
•	ad Property Rent	\$	17,161.25		-,		-		17,161.25
· · · · · · · · · · · · · · · · · · ·	pad Farm Rent	\$	106,953.83				-		106,953.83
•	rovements	\$	256.00				-		256.00
	lopment Fees	\$	9,200.00		100.00		-		9,300.00
	rks Facility	\$	19,680.57		1,009.26		-		20,689.83
13-4202 Police Fac		\$	16,123.88		805.56		-		16,929.44
13-4203 Emergence	•	\$	3,089.19		23.14		_		3,112.33
13-4204 Town Hall	-	\$	38,605.57		1,809.26		_		40,414.83
13-4205 Sports Co		\$	177,478.93		1,319.44		_		178,798.37
•	provements	\$	191,294.76		8,053.71		_		199,348.47
•	hestnut Grove	\$	2,425.60		0,033.71				2,425.60
	from Other Funds - Town Loan	\$	157,239.89				-		157,239.89
	eclosures (Dep less Ltr of Credit)	\$			_			l	
	nce Bond - Nature's Crossing	ب \$	_		-		-		-
_5 5.52 1 (110111101	aacare a crossing	7							
		\$	840,488.59	\$	18,317.87	\$	-	\$	858,806.46
	"FUND BAL"	\$	835,504.39	_		_		_	
	Reserve for McPhillips		13,961.76						
	YTD Revs over Exps		18,317.87						
	Fund Equity		867,784.02				Total Assets	\$	1,801,844.49
	4. 3		÷		Total	Liab	ilities & Equity		1,801,844.49
Account I	nterest	\$	8,053.71				•	\$	-

<sup>13-8011</sup> 

<sup>\*</sup> Account Interest posted to Capital Improvements

### SUMMARY OF INCOME AND EXPENSES FOR THE MONTH OF: May 31, 2024

	Beginning Balance					Expenditures/ Transfers Out		Ending Balance	
SSA #1 Special Tax Refunding	Bon	ds 2017							
Bond & Interest Fund	\$	58,719.69	\$	10,843.92	\$	225.82	\$	-	69,789.43
2017 Reserve Fund	\$	355,017.18		-		1,365.35			356,382.53
Special Redemption Account	\$	133.49				0.60			134.09
Special Reserve Fund 2017	\$	41,916.29				161.18			42,077.47
Administrative Expense Fund	\$	6,880.09				26.40			6,906.49
Total SSA #1 Refunding Bon	\$	462,666.74	\$	10,843.92	\$	1,779.35	\$	- \$	475,290.01
SSA #4-8 (Sheaffer Project)									
Bond & Interest Fund	\$	0.00	\$	-				\$	0.00
Special Redemption Account	\$	_		_		-		_	-
Debt Service Reserve Fund	\$	-		-		_			-
Administrative Expense Fund	\$	-				_			-
Total SSA #4-8	\$	0.00	\$	-	\$	-	\$	- \$	0.00
SSA #9 (Richland Trails)									
SSA #9									
Bond & Interest Fund	\$	49,817.50	\$	15,785.00	\$	213.31	\$	- \$	65,815.81
Reserve Fund	\$	162,049.81				693.88			162,743.69
Improvement Fund	\$	-							-
Administrative Expense Fund	\$	16,759.01				75.33			16,834.34
Total SSA #9	\$	228,626.32	\$	15,785.00	\$	982.52	\$	- \$	245,393.84
Total All SSA		691,293.06		26,628.92		2,761.87		0.00	720,683.85



# Town of Cortland Board of Trustees Special Town Board Meeting

Town Hall, 59 S. Somonauk Road Cortland, IL 60112 July 15, 2024 at 7:00 PM

### **MINUTES**

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

Mayor Mark Pietrowski called the special meeting of the Board of Trustees to order at 7:10 p.m. The Pledge of Allegiance was recited, and roll was called showing as present Trustees Doug Corson, Jim Walker, Randi Olson (late arrival 7:13) and Mike Siewierski. Shown as absent were Trustees Brad Stone and Charmaine Fioretto. Quorum was present. Also present were Public Works Director Joel Summerhill, Police Chief Lin Dargis, and Zoning Administrator/Engineer Brandy Williams.

### **APPROVAL OF AGENDA**

Motion made by Trustee Siewierski, seconded by Trustee Walker to approve the agenda as presented.

Voting Yea: Trustee Siewierski, Trustee Walker, Trustee Corson Absent were Trustee Olson, Trustee Stone and Trustee Fioretto Motion carried.

### **PUBLIC WISHING TO SPEAK**

There was no one from the public wishing to speak.

### **CONSENT AGENDA**

Mayor Pietrowski read the consent agenda into the record.

1. Approve Town Board Minutes of May 13, 2024; Approve Expenditure Reports for March/April 2024 and Accept Treasurer's Reports for March/April 2024 Mayor Pietrowski read the consent agenda into the record. Approve Town Board minutes of May 13, 2024, Approve Expenditure reports of March and April 2024; Accept Treasurer's Reports of March and April 2024.

Motion made by Trustee Walker, seconded by Trustee Corson to approve as presented.

Voting Yea: Trustee Siewierski, Trustee Walker, Trustee Corson Absent were Trustee Olson, Trustee Stone and Trustee Fioretto. Motion carried.

### NEW BUSINESS FOR DISCUSSION AND POSSIBLE ACTION

2. Motion to Confirm Mayor's Appointment of Lin Dargis as Police Chief in accordance with Title 1 of the Town Code and Town of Cortland Personnel Policy Handbook. This is an annual appointment.

Motion made by Trustee Corson, seconded by Trustee Siewierski to confirm Mayor's appointment of Lin Dargis as Police Chief in accordance with Title 1 of the Town Code and Town of Cortland Personnel Policy Handbook. This is an annual appointment.

١	/oting \	∕ea: ⅂	Trustee S	Siewiersk	ti, Truste	ee Wal	ker, T	Frustee (	Corson		
/	Absent \	were	Trustees	Olson,	Trustee	Stone	and <sup>-</sup>	Trustee	Fioretto.	Motion	carried.

Approved	d:

3. Motion to Confirm Mayor's Appointment of Brandy Williams as Zoning Administrator in accordance with Title1 of the Town Code and Town of Cortland Personnel Policy Handbook. This is an annual appointment.

Motion made by Trustee Siewierski, seconded by Trustee Walker to confirm Mayor's appointment of Brandy Williams as Zoning Administrator in accordance with Title1 of the Town Code and Town of Cortland Personnel Policy Handbook. This is an annual appointment.

Voting Yea: Trustee Siewierski, Trustee Walker, Trustee Corson, Trustee Olson Absent were Trustee Stone and Trustee Fioretto. Motion carried.

4. Motion to Confirm Mayor's Appointment to Planning Commission of Julie Steadman; term to expire May 2027. This is an appointment which fills a 3-year vacant term. Motion made by Trustee Siewierski, seconded by Trustee Walker to confirm Mayor's appointment to Planning Commission of Julie Steadman; term to expire May 2027. This is an appointment which fills a 3-year vacant term.

Voting Yea: Trustee Siewierski, Trustee Walker, Trustee Corson, Trustee Olson Absent were Trustees Stone and Trustee Fioretto Motion carried.

5. Ratify Mayor's Authorization of Cortland Flooring Contract \$21,855 for work at 50 W Maple Ave, monies from budget line 14-6600-591 TIF Expenses - FY25 Phase 1 Old School Building. (Demo all old tiles in 4 rooms and hallways and 2 bathrooms; use machine to scrape old glue then prep concrete for new flooring; primer skim coat for concrete)

Motion made by Trustee Walker, seconded by Trustee Siewierski to ratify Mayor's authorization of Cortland Flooring Contract in the amount of \$21,855 for work at 50 W Maple Ave: monies from budget line 14-6600-591 TIF Expenses - FY25 Phase 1 Old School Building. (Demo all old tiles in 4 rooms and hallways and 2 bathrooms; use machine to scrape old glue then prep concrete for new flooring; primer skim coat for concrete)

Discussion ensued regarding the process used to authorize this contract.

Voting Yea: Trustee Siewierski, Trustee Walker, Trustee Olson

Voting Nay: Trustee Corson

Absent were Trustees Stone and Fioretto. Motion carried. C 2024-06



Town Board Minutes
July 15, 2024 Special Meeting

#### PARKS ADVISORY COMMITTEE REPORT

Mayor Pietrowski reported committee progress to the Board. They are working to have paperwork for a public bench program to submit to the Board for consideration after their next meeting. They are working to complete recommended selection of ping pong table and bag games to submit to the Board for consideration. Mr. Summerhill has helped provide suggestions for these items.

#### **DEPARTMENT HEAD REPORTS**

Department reports of Police and Permits were included in the packet.

- 6. Police Report of April 2024
- 7. Building Permit Report of May 2024

#### **COMMENTS**

Trustee Corson stated he would like the process for contracts discussed at the next meeting.

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

Mayor Pietrowski reported that police bargaining unit negotiations are ongoing. He also reported that Mr. Summerhill is working with an individual, prior to a finalized public bench program, to install a bench and trash can in town. This project can serve as an example of what the program may look like.

#### **ADJOURNMENT**

With no further business a motion was made by Trustee Walker, seconded by Trustee Siewierski. Unanimous voice vote carried the motion. The meeting adjourned at 7:30 p.m.

Transcribed & respectfully submitted,

Cheryl Aldis Town Clerk



The fiscal year ending April 30, 2024, proved to be busier than the previous year. The library was again open for the entire fiscal year, and continued with all in-person programming. We provided many programs for all ages including preschool story time, preschool playtime, crochet for kids and adults, family story time, craft club, young adult library lounge, book club, movie club for adults and various one time programs such as our "Day of the Dead" celebration and our Summer Reading kick-off party. This year we also added a Homeschool program which has been one of our most attended programs. The Library also makes a point to participate in all other Town activities such as Summerfest, the Cortland Lions Egg hunt, Trunk-or-treat etc. in which we provide crafts, activities and face painting. We love being able to be a part of providing these amazing programs to our community. To the best of our tracking abilities, we served approximately 4,351 people at our various programs. This includes on site and off site programs. 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 approved levy income for the 2024/2025 fiscal year is \$282,607. This is an increase of \$17,984 over last year. We came in within budget and hope to do some building improvements this year.

I had a full and active library board through April, 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. As most of you know, we lost our beloved Ms. Chrissie in March. Chrissie Donnelly had been with the library for 21 years. This was a heartbreaking loss for our entire library family. In February our Children's Programmer, Shelly Hoshaw gave notice that she would be moving out of state. With my two IMRF position employees gone, it let us navigating some difficult waters for a few months. I am pleased to say that we filled the vacancies, adding an extra staff member and things are going smoothly again. Amanda Johnson is our new Children's Programmer, and Sofia Bryant and Jessica Nava are working the desk, learning of all the different duties required and thankfully are very quick learners!

Total fiscal year patron visits 31,839 up from 25,259

**Total circulation**- 32,668

Books-23,777 DVD's- 5,847 Audio Books & CD's- 1,039 Other-62

Magazines-364

Electronic materials (downloadable e-books and audiobooks) - 2,743

ILL (Interlibrary loan) - loaned -5,767 borrowed -5,035

A total of 10,802 items transported through our blue bins for the year.

#### **Application for Variance of Town Code**

Applicant: Cortland Lions Club

Event: Cortland Lions Club Cortland Fest

August 9 & 10, 2024, 5:00 - 11:30 P.M. and NOON to 11:30 P.M.

Cortland Community Park 70 S Llanos Street

Requested Variance: Title 5, Chapter 4, Section 5-4-4 Exemptions: D. Community Events

Exemption to add night hours - until 12:00 a.m. (Section 5-4-2 A & B)

Standards for Variance: 5-4-3

1. The proposed variance of the requirements would result in great practical difficulties or hardship to the applicant;

The purpose of the community event is to celebrate Summerfest

2. Strict application of the requirements would result in great practical difficulties or hardship to the applicant;

Music may play until the end of the event at 11:30 P.M.

3. The proposed variance is the minimum deviation from such requirements that shall alleviate the difficulties/hardship;

13:30 P.M. would be the minimum deviation.

- 4. The plight of the applicant is due to peculiar circumstances not of his own making; Holding the event is supported by the Town and hours are reasonable for a community event.
- 5. The peculiar circumstances engendering the variance request are not applicable to other property within the district, and therefore, that a variance would be a more appropriate remedy than an amendment:

The request only affects this event and therefore, the variance is the appropriate remedy.

6. The variance, if granted, shall not alter the essential character of the area where the premises in question are located.

The variance will not alter the essential character of the area. The variation is not permanent, and the event is consistent with the small-town character the Town Board is attempting to perpetuate.

Applicant Signature, Title	
The production of great area, the contract of	
Approved this Day of, 2024	Attest:
Mark Pietrowski, Mayor	Cheryl Aldis, Town Clerk

#### **Application for Variance of Town Code**

Applicant: Cortland Lions Club

Sept 14, 24

Event: Cortland Lions Club Sock Hop

September 9, 2024, 9:00 A.M. – 11:00 P.M. Cortland Community Park 70 S Llanos Street

Requested Variance: Title 5, Chapter 4, Section 5-4-4 Exemptions: D. Community Events

Exemption to add night hours - until 12:00 a.m. (Section 5-4-2 A & B)

Standards for Variance: 5-4-3

1. The proposed variance of the requirements would result in great practical difficulties or hardship to the applicant;

The purpose of the community event is to support the Lions Clubs

2. Strict application of the requirements would result in great practical difficulties or hardship to the applicant;

Music may play until the end of the event at 11:00 P.M.

3. The proposed variance is the minimum deviation from such requirements that shall alleviate the difficulties/hardship:

11:00 P.M. would be the minimum deviation.

- 4. The plight of the applicant is due to peculiar circumstances not of his own making; Holding the event is supported by the Town and hours are reasonable for a community event.
- The peculiar circumstances engendering the variance request are not applicable to other property within the district, and therefore, that a variance would be a more appropriate remedy than an amendment;

The request only affects this event and therefore, the variance is the appropriate remedy.

6. The variance, if granted, shall not alter the essential character of the area where the premises in question are located.

The variance will not alter the essential character of the area. The variation is not permanent, and the event is consistent with the small-town character the Town Board is attempting to perpetuate.

Q P1205.	
Applicant Signature, Title	
Approved this Day of, 2024	Attest:
Mark Pietrowski, Mayor	Cheryl Aldis, Town Clerk

## Cortland Lions Club #524



P.O. Box 177 70 S. Llanos St. Cortland, IL 60112 www.CortlandLions.com

July 17, 2024

Town of Cortland 59 S. Somonauk Rd. Cortland IL 60112

Dear Town of Cortland Mayor and Trustees,

On behalf of the Cortland Lions Club, I am submitting this request for the \$20,000 donation as previously discussed for the Annual Summerfest event and Fall Parade. We took over these events from the Town last year and are excited to be able to present these events again this year. We currently have a secondary bank account for these events, and all monies go only to these events. If you have any other questions feel free to reach out to me.

Thank You, Heather Black Cortland Lions Treasurer 815-739-7739



## **DeKalb Advancement Technology Authority**



DeKalb County's Fiber Optic Network
320 Cardinal Drive, Suite 300 ♦ Saint Charles, IL 60175 ♦ Phone: 630-457-4218 ♦ Fax: 630-457-4240 ♦ www.dekalbcounty.org/DATA

#### **DEKALB COUNTY FIBER OPTIC NETWORK (DATA)**

#### CONSORTIUM MEMBERSHIP AND SERVICES AGREEMENT

DeKalb County Government ("County" received a grant from U.S. Department of Commerce, Broadband Technology Opportunity Program ("Grant"), to acquire a 140 mile, 144 strand fiber optic network throughout DeKalb County, IL and in limited parts of LaSalle and Kane County, IL. In its grant application, County has assured the participation of a number of potential users of the network who, by this Agreement or substantially similar agreements, have committed to participate in County's operation of a fiber optic cable system for the use and benefit of the Participants. The Grant agreement between the U.S. Department of Commerce imposes numerous obligations and requirements on the County, and the County's ability to comply with the Grant provisions is contingent upon each Participant's performance of their respective Participation Agreements. As of January 2021, Syndeo Networks, Inc. has acquired the DATA Network and has taken over operations and management of the DATA Network and its customers.

The Customer named below and Syndeo Networks, Inc ("Syndeo") agree that the terms and conditions of this Services Agreement ("Agreement") govern the provision of the Services specified herein. This Agreement shall be effective as of the Date listed below.

Customer:

Town of Cortland, Illinois

Effective Date:

January 1, 2025

Services:

Data Transport and optional services as shown on Exhibit A

#### 1. SERVICES:

1.1 Services Provided. The services provided under this agreement are those shown in Exhibit A, attached hereto.

#### 2. CHARGES, BILLING, AND PAYMENT

- 2.1 Charges. Customer shall pay DATA one hundred percent (100%) of the Custom Installation Fee prior to the installation of Service. Customer further agrees to pay all undisputed charges associated with the Service(s), as set forth or referenced in the applicable Service Order(s). These charges may include, but are not limited to installation charges, monthly recurring service charges, usage charges including without limitation charges for the use of Carrier Equipment, charges for service calls, maintenance and repair charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated). Except as otherwise indicated herein or on the applicable Service Order(s), non-recurring charges for the Service(s) shall not increase during the initial Service Term.
- 2.2 Maintenance. Unless otherwise specified in a relevant Service Order, routine and emergency maintenance on the Network and/or to ensure the proper operation of the Service(s) are provided to Customer at no charge. For maintenance services at Customer's location, or for such other maintenance as may be required by Customer that is outside of DATA's routine or emergency Network maintenance, Customer shall pay for applicable maintenance services at the then-applicable rates.
- 2.3 Payment. Invoices shall be issued annually by Syndeo Networks, Inc.
- 2.4 Partial Payment. Partial payment of any bill will be applied to the Customer's outstanding charges in the amounts and proportions as solely determined by DATA. No acceptance of partial payment(s) by DATA shall constitute a waiver of any rights to collect the full balance owed under the Agreement.
- 2.5 Taxes and Fees. Customer shall be responsible for the payment of any and all applicable local, state, and federal taxes or fees (however designated). Customer will be responsible to pay any Service fees, payment obligations and taxes that become applicable retroactively.
- 2.6 Other Government-Related Costs and Fees. DATA reserves the right to invoice Customer for any fees or payment obligations in connection with the Service(s) imposed by governmental or quasi-governmental bodies in connection with the sale, installation, use, or provision of the Service(s), including, without limitation, applicable franchise fees (if any), regardless of whether DATA or its Affiliates pay the taxes directly or are required by an order, rule, or regulation of a taxing jurisdiction to collect them from Customer.

These obligations may include those imposed on DATA or its affiliates by an order, rule, or regulation of a regulatory body or a court of competent jurisdiction, as well as those that DATA or its Affiliates are required to collect from the Customer or to pay to others in support of statutory or regulatory programs.

- 2.7 **Disputed Invoice.** If Customer disputes any portion of an invoice, Customer must pay the undisputed portion of the invoice and submit a written claim, including all documentation substantiating Customer's claim, to DATA for the disputed amount of the invoice by the invoice due date. The Parties shall negotiate in good faith to resolve the dispute. However, should the parties fail to mutually resolve the dispute within sixty (60) days after the dispute was submitted to DATA, all disputed amounts shall become immediately due and payable to DATA.
- 2.8 Past-Due Amounts. Any undisputed payment not made when due will be subject to a late payment fee equal to the lesser of one and a half percent (1.5%) per month or the maximum rate allowed by law on the unpaid invoice. If Customer's account is delinquent, DATA may refer the account to a collection agency or attorney that may pursue collection of the past due amount and/or any Carrier Equipment that Customer fails to return in accordance with the Agreement. If DATA is required to use a collection agency or attorney to collect any amount owed by Customer or any unreturned Carrier Equipment, Customer agrees to pay all reasonable costs of collection or other action. The remedies set forth herein are in addition to and not in limitation of any other rights and remedies available to DATA under the Agreement or at law or in equity.
- 2.9 Rejected Payments. Except to the extent otherwise prohibited by law, Customer will be assessed a service charge up to the full amount permitted under applicable law for any check or other instrument used to pay for the Services that has been rejected by the bank or other financial institution.

#### 3. TERM OF AGREEMENT

3.1 Term. The term shall be January 1, 2025 through December 31, 2029

#### 4. TERMINATION

#### 4.1 Termination for Convenience.

**Service Orders.** Notwithstanding any other term or provision in this Agreement, Customer shall have the right to terminate a Service Order at any time upon notice to DATA. Following termination in accordance with this Section 4.1, Customer will pay all outstanding, undisputed amounts owed for Services already provided and accepted prior to termination and will return the Carrier Equipment.

On-going Services. Customer shall only be able to terminate on-going services provided for under this agreement upon 60 days' notice. Following termination in accordance with this Section 4.1, Customer will pay all outstanding, undisputed amounts owed for Services already provided and accepted prior to termination. If Customer has terminated the Service Order prior to the expiration of the Service Term for convenience, DATA may assess and collect from Customer applicable Termination Charges which are defined in section 4.4. Customer shall return all Carrier Equipment to DATA, or otherwise permit DATA to remove any Carrier Equipment, within sixty (60) days of termination.

- **4.2** Termination for Cause. The Parties may terminate this Agreement, or a Service Order, in whole or in part, in the following ways:
  - (i) Nonpayment. If Customer is in breach of a payment obligation (including failure to pay a required deposit), and fails to make payment in full within ten (10) days after receipt of notice of default, or has failed to make payments of all undisputed charges on or before the due date on three (3) or more occasions during any twelve (12) month period, DATA may, at its option, terminate this Agreement, terminate the affected Service Orders, suspend Service under the affected Service Orders, and/or require a deposit, advance payment, or other satisfactory assurances in connection with any or all Service Orders as a condition of continuing to provide the Services. DATA will not take any such action as a result of Customer's non-payment of a charge that is the subject of a timely billing dispute, unless the parties have reviewed the dispute and determined in good faith that the charge is correct.
  - (ii) **Breach**. If either Party breaches any material term of this Agreement and the breach continues without remedy for thirty (30) days after notice of default, the non-defaulting party may terminate for cause any Service Order materially affected by the breach.
  - (iii) **Insolvency**. A Service Order may be terminated by either Party immediately upon notice if the other Party has become insolvent or involved in liquidation or termination of its business, or adjudicated bankrupt, or been involved in an assignment for the benefit of its creditors.
  - (iv) Failure of Services. If, after notice by Customer and a commercially reasonable opportunity to cure by DATA, not to be less than thirty (30) days, DATA fails to provide any Service(s) in accordance with the minimum Service Levels identified in Section 5.3, and said failure materially adversely affects Customer's ability to use the Service(s) effectively, Customer may terminate this Agreement or terminate the affected Service Order(s) without any obligation to pay the Termination Charges, provided however that Customer shall be liable for any past charges incurred that were due and owing prior to the failure or other event that gave rise to the termination for cause.

- (v) **Rights and Remedies**. Termination by either Party of a Service Order does not waive any other rights or remedies that it may have under this Agreement.
- 4.3 Effect of Termination. Upon the expiration or termination of a Service Order for any reason: (i) DATA may immediately disconnect the applicable Service; (ii) if Customer has terminated the Service Order prior to the expiration of the Service Term for convenience, or if DATA has terminated the Service Order prior to the expiration of the Service Term as a result of material breach by Customer, DATA may assess and collect from Customer applicable Termination Charges; and (iii) Customer shall return or permit DATA access to retrieve from the applicable Service Locations any and all Carrier Equipment (however, if Customer fails to permit access, or if the retrieved Carrier Equipment has been damaged and/or destroyed other than by DATA or its agents, normal wear and tear excepted, DATA may invoice Customer for the full replacement cost of the relevant Carrier Equipment, or in the event of minor damage to the retrieved Carrier Equipment, the cost of repair, which amounts shall be immediately due and payable).
- **4.4.** Early Termination Liability. In the event User terminates any Service Request prior to the end of the Initial Service Term for any reason other than a default by DATA or as otherwise expressly permitted herein, or if DATA terminates the Agreement or any Service Request as the result of an uncured default by User, User shall pay to DATA, as liquidated damages, a termination fee, equal to one hundred percent (100%) of the remaining monthly-recurring charges (then in effect at the time of termination) for the terminated Service(s).
- 4.5 Regulatory and Legal Changes. The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement upon its execution are based on law and the regulatory environment as it exists on the date of execution of this Agreement. DATA may, in its sole discretion, immediately terminate this Agreement, in whole or in part, in the event there is a material change in any law, rule, regulation, Force Majeure event, or judgment of any court or government agency, and that change affects DATA's ability to provide the Services herein.

#### 5. DELIVERY AND USE OF SERVICES

- 5.1 Scope of Services. DATA shall provide the Service(s) to Customer subject to availability and operational limitations of Customer's systems, facilities, or equipment. Customer and its Authorized Users shall have the right to use the Service(s) provided by DATA at the relevant Service Location(s). Customer shall be responsible for its Authorized Users use of the Service(s), compliance with this Agreement, and compliance with DATA's Acceptable Use Policy ("AUP"), which is attached hereto as Exhibit B. Customer is responsible for ensuring that any Customer-Provided Equipment is fully operational and compatible with the Service(s). If Customer desires to secure its transmissions in connection with its use of the Service(s), Customer must provide, at its sole cost, encryption software or other transmission protection equipment or services.
- **5.2** Orders. Customer shall submit to DATA a properly completed Service Order to initiate Service(s) to each Service Location. A Service Order shall become binding on the Parties when (i) it is specifically accepted by DATA in writing, (ii) DATA begins providing the Service(s) described in the Service Order or (iii) DATA begins Custom Installation (as defined in Exhibit C) for delivery of the Service(s) described in the Service Order, whichever is earlier. When a Service Order becomes effective it shall be deemed part of, and shall be subject to, the Agreement.
- 5.3 Service Levels. DATA shall provide the following Service Levels:
  - (i) Speed. DATA makes no representation regarding the speed of the Service. Actual speeds may vary and are not guaranteed. Many factors affect speed including, without limitation, the number of devices using a single connection, the size and frequency of data to be transmitted, the effectiveness or efficiency of Customer-Provided Equipment, network traffic, and other similar factors. Customers who purchase 100 Mbps Service(s) will be provided data transport services at speeds of up to 100 Mbps. Customers who purchase 1 Gbps Service(s) will be provided data transport services at speeds of up to 1 Gbps. DATA shall use commercially reasonable efforts to provide and maintain data transport speeds as close to the specified Service(s) speed as reasonably possible.
  - (ii) Availability. DATA guarantees a minimum Service Level for the IP transport network that will provide network availability and capability of forwarding IP packets 99.95% of the time, including local loop, as averaged over a calendar month, excluding maintenance windows and other exclusions as specified herein. This equates to not more than 21.6 minutes of downtime per month (based on a 30-day month).
  - (iii) Latency. DATA guarantees a minimum Service Level for the IP transport network that will provide an average round trip packet transit time within the DATA backbone network of 64 milliseconds or less, as measured over a calendar month, excluding maintenance windows and other exclusions as specified herein.
- 5.4 Access. Customer, at no cost to DATA, shall secure and maintain all necessary rights of access to Service Location(s) for DATA to install and provide the Services, unless DATA has secured such access prior to this Agreement. In addition, Customer shall provide an adequate environmentally controlled space and such electricity as may be required for installation, operation, and maintenance of the Carrier Equipment used to provide the Services within the Service Location(s). DATA and its employees and authorized contractors will require free ingress and egress into and out of the Service Location(s) in connection with the provision of Services. Upon reasonable notice from DATA, Customer shall provide all required access to DATA and its authorized personnel. During the term of the Service(s) provided under this Agreement, Customer grants DATA the right, free of charge, to occupy portions of Customer's facilities and real

property ("Space") for the placement and maintenance of Carrier Equipment (hereinafter defined) and interconnecting such Carrier Equipment to DATA's proprietary transport network (the "Network") for the purpose of providing the Service(s).

- 5.5 DATA-Provided Equipment (DPE). DATA will provide certain Equipment at Customer's location which is necessary for access to the DATA network. DPE is and shall remain the property of DATA regardless of where installed within the Service Location(s) and shall not be considered a fixture or an addition to the land or the Service Location(s). At any time, DATA may remove or change the DPE in its sole discretion in connection with providing the Services. Customer shall not move, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any DPE or permit others to do so, and shall not use the Carrier Equipment for any purpose other than that authorized by the Agreement. DATA shall maintain DPE in good operating condition during the term of this Agreement; provided, however, that such maintenance shall be at DATA's expense only to the extent that it is related to and/or resulting from the ordinary and proper use of the DPE. Customer is responsible for damage to, or loss of, DPE caused by its acts or omissions, and its noncompliance with this Section, or by fire, theft or other casualty at the Service Location(s), unless caused by the negligence or willful misconduct of DATA. Customer agrees not to take any action that would directly or indirectly impair DATA's title to the DPE, or expose DATA to any claim, lien, encumbrance, or legal process, except as otherwise agreed in writing by the Parties. Following DATA's discontinuance of the Services to the Service Location(s), DATA retains the right to remove the DPE including, but not limited to, that portion of the Carrier Equipment located within the Service Location(s). To the extent DATA removes such DPE, it shall be responsible for returning the Service Location(s) to its prior condition, wear and tear excepted. Exhibit "A", hereto attached details DPE for each level of service being provided to the Customer.
- 5.6 Service Commencement Date. Upon installation and connection of the necessary facilities and equipment to provide the Services(s), DATA shall notify Customer that the Services are available for use, and the date of such notice shall be called the "Service Commencement Date." Any failure or refusal on the part of Customer to be ready to receive the Services on the Service Commencement Date shall not relieve Customer of its obligation to pay applicable Service charges.
- 5.7 Installation of Carrier Equipment. Installation of any Carrier Equipment to create interconnectivity with the Network shall be completed by authorized DATA personnel, consistent with any Customer requirements and/or policies where installed in Customer Space. Where Customer installs any Customer-Provided Equipment necessary to create interconnectivity with the Network, Customer shall bear the sole responsibility and liability for such installation. DATA may change, replace, or remove the Carrier Equipment, regardless of where located, so long as the basic technical parameters of the Services are not altered, and this Agreement constitutes Customer's consent to such change, replacement, or removal. DATA has no obligation to install, maintain, or repair any Carrier-Provided Equipment. Customer is responsible for ensuring that its equipment does not interfere with the provision of or functionality of Services or Network.
- 5.8 Syndeo-Owned Fiber Equipment (Routers, Modules and Transceivers). DATA, through a Broadband Technology Opportunity Program Grant, has placed Fiber Routers in the certain customer' location(s). For the term of this agreement, customer is entitled to use the equipment. DATA has no support in place for this equipment, however, DATA has a small number of spare routers, modules and transceivers that can be used as loaners in case of failure. DATA will allow the customer to use the loaner router until 1) the original router can be repaired or, 2) the Customer can obtain its own router as a permanent replacement. When loaner resources are depleted, or the customer determines the equipment no longer meets the needs of the customer, the customer shall be responsible for replacement, installation and support of its these fiber routers, modules and transceivers. All DATA equipment that is removed from service shall be promptly returned to Syndeo.
- 5.9 Customer-Provided Equipment (CPE). Customer is responsible for certain equipment necessary for customer's operations. DATA shall have no obligation to install, operate, or maintain Customer-Provided Equipment. Customer alone shall be responsible for providing maintenance, repair, operation and replacement of all inside wiring and equipment and facilities on the Customer's side of the modem, router, switch and/or other Ethernet input connection. All Customer-Provided Equipment and wiring that Customer uses in connection with the Services must be fully compatible with the Services. Customer shall be responsible for the payment of all charges for troubleshooting, maintenance or repairs attempted or performed by DATA's employees or authorized contractors when the difficulty or trouble report results from Customer-Provided Equipment. Exhibit "A", hereto attached details DPE for each level of service being provided to the Customer. The equipment listed represents the minimum equipment necessary for operation of the services provided by DATA. The customer may choose to provide additional equipment beyond the minimum listed.
- 5.10 Outside Fiber Plant (OSP). Syndeo owns and is responsible for maintenance of the OSP. Syndeo's responsibility for the fiber plant ends at the fiber patch panel inside the customer's building. The existence of fiber plant on the customer's property is subject to the terms of a separate "Access Agreement". Customer agrees to call JULIE ahead of any underground activities that might be undertaken near the OSP and assumes responsibility for any damages to OSP from excavation activity. Quotes for requests for relocation or for repairs for damages caused by the customer will be subject to a Syndeo administrative and project management fee.
- 5.11 Engineering Review. Each Service Order submitted by Customer shall be subject to an engineering review by DATA. The engineering review will determine whether the Network, fiber, cable, or other plant must be extended, built or upgraded ("Custom Installation") in order to provide the ordered Services at the requested Service Location(s). DATA will provide Customer written notification in the event Service installation at any Service Location will require an additional one-time installation fee ("Custom

Installation Fee"). Customer will have thirty (30) days from receipt of such notice to reject the Custom Installation Fee and terminate, without further liability, the Service Order with respect to the affected Service Location(s).

Authorized Use. The Service(s) and connections to the Network are for use by Customer and its Authorized Users to which Services are granted. Except as otherwise provided herein or under a separate agreement, connections to the Network may not be shared by any means, including wired or wireless networking or transmission. Customer and its Authorized Users agree not to operate hardware or software that DATA deems harmful, hazardous, or capable of causing interference, congestion, or interruptions to the Network, Carrier Equipment, or Service(s). Customer and its Authorized Users have an affirmative duty under this Agreement to monitor their use of the Network and the Carrier Equipment, and to ensure that any hardware, software, and/or data used or transmitted over or across the Carrier Equipment and/or Network is free of malicious or harmful components, does not present a security risk or vulnerability, and/or does not negatively impact the performance of the Network or cause interference, congestion, or interruptions on the Network or Service(s). To the extent that DATA believes that any Customer or Authorized User hardware, software, or data is harmful, hazardous, or capable of causing interference, congestion, or interruptions to the Network, DATA shall provide Customer with commercially reasonable notice of the same. Customer shall thereafter have fifteen (15) days to cure or discontinue use of the hardware, software, or data that is the subject of the notice, or to otherwise demonstrate that the harmful, hazardous, or interfering component is not present or caused as alleged by DATA in its notice. In instances in which Customer or Authorized User hardware, software, or data presents an immediate threat to the continued operation of the Network, or Carrier Equipment, DATA may require the Customer or Authorized User to immediately discontinue use of the harmful, hazardous, or interfering hardware, software, or data until such time as DATA and the Customer, working collaboratively, can cure, or otherwise verify the absence of, any harmful, hazardous, or interfering component. All use by Customer and Authorized Users shall be consistent with, and in compliance with, the AUP.

#### 6. MAINTENANCE AND REPAIRS

- **6.1 Generally.** DATA reserves the right to schedule regular (in advance with Customer) or emergency maintenance on the Network and/or Carrier Equipment. All routine maintenance and repair functions and emergency maintenance and repair functions, including "one-call" responses, cable locate services, and necessary relocation of the Carrier Equipment, shall be performed by DATA or its designee for a period coterminous with the term of this Agreement.
- 6.2 Routine Maintenance. Routine Maintenance shall mean any maintenance at the DATA hub to which Customer's circuit is connected, or maintenance to any Carrier Equipment located at a Service Location. Scheduled Maintenance shall be performed between the hours of 12:00 AM to 6:00 AM local time, unless otherwise required, and upon prior notice to Customer. Routine Maintenance includes (i) upgrades of Network and/or Carrier Equipment hardware and software; (ii) upgrades to capacity of the Network; (iii) correction network activity that may degrade the quality of service or cause service interruptions; and (iv) relocation of fiber required by road or utility construction projects. Additional maintenance may be performed from time to time at DATA's reasonable discretion, or upon Customer's request with reasonable advance notice to DATA. DATA's general policy for scheduling maintenance is to provide Customer with advanced notice, and to perform any repair or maintenance services during non-working or off-peak hours, but circumstances may arise from time-to-time that requires Routine Maintenance to be performed during normal business hours.
- 6.3 Emergency Maintenance. DATA shall use commercially reasonable efforts to respond to any failure, interruption or impairment in the operation of the Service(s) within a time frame as soon as commercially practicable after receiving a report of any such failure, interruption or impairment, but in any event not to exceed four (4) hours. Customer acknowledges that the foregoing does not confer any right to Customer to have any Emergency Maintenance request or report cured, fixed, resolved, or otherwise remedied within four (4) hours of the request being made. The time to resolve any Emergency Maintenance request or report will depend on the circumstances presented at the time the request or report is made, including but not limited to the severity of any failure, defect, interruption, or other non-conformity in the Network, Carrier Equipment, or Service(s), the availability of DATA's employees, agents, subcontractors, or other affiliates, the availability of necessary materials, access to and the location of any failure, Customer cooperation, weather, force majeure events, and other similar factors. DATA shall use commercially reasonable efforts to provide Customer with notice of Emergency Maintenance before beginning any repairs or other work, but Customer acknowledges that there may be instances in which circumstances do not allow for Customer to receive notice in advance of Emergency Maintenance.
- 6.4 Service Levels. Routine Maintenance and any Emergency Maintenance that is required as a result of actions or omissions taken by a third party other than DATA, shall be excluded from the calculation of Services Levels, and DATA cannot be held liable for any losses sustained or allegedly sustained by Customer or its Authorized Users as a result of Routine Maintenance, or Emergency Maintenance not caused by DATA.

#### 7. LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES.

7.1 Limitation of Liability. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE, OF ANY KIND INCLUDING BUT NOT LIMITED TO ANY LOSS OF REVENUE, LOSS OF USE, LOSS OF BUSINESS OR LOSS OF PROFIT, WHETHER SUCH ALLEGED LIABILITY ARISES IN CONTRACT OR TORT, PROVIDED, HOWEVER, THAT NOTHING HEREIN IS INTENDED TO LIMIT CUSTOMER'S LIABILITY FOR AMOUNTS OWED FOR THE SERVICES, FOR ANY EQUIPMENT, DATA OR FOR EARLY TERMINATION CHARGES. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, THE ENTIRE LIABILITY OF DATA AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS,

SUPPLIERS OR CONTRACTORS FOR LOSS, DAMAGES AND CLAIMS ARISING OUT OF THE DELIVERY OF THE SERVICES INCLUDING, BUT NOT LIMITED TO, DELAY IN THE INSTALLATION OF SERVICES OR THE PERFORMANCE OR NONPERFORMANCE OF THE SERVICES OR THE CARRIER EQUIPMENT SHALL BE LIMITED TO A SUM EQUIVALENT TO THE APPLICABLE OUT-OF-SERVICE CREDIT. REMEDIES UNDER THIS AGREEMENT ARE EXCLUSIVE AND LIMITED TO THOSE EXPRESSLY DESCRIBED IN THIS AGREEMENT. CUSTOMER ASSUMES FULL RESPONSIBILITY AND RISK FOR THE USE OF THE SERVICES AND THE INTERNET, AND IS SOLELY RESPONSIBLE FOR EVALUATING THE ACCURACY, COMPLETENESS, AND USEFULNESS OF ALL SERVICES PROVIDED HEREUNDER. IF CUSTOMER IS DISSATISFIED WITH THE SERVICES(S) OR WITH ANY TERMS, CONDITIONS, RULES, POLICIES, GUIDELINES OR PRACTICES OF DATA IN OPERATING THE SERVICES(S), CUSTOMER' SOLE AND EXCLUSIVE REMEDY IS TO TERMINATE THIS AGREEMENT IN ACCORDANCE WITH SECTION 4, ABOVE, AND DISCONTINUE USING THE SERVICE(S). REPAIR OR REPLACEMENT FOR CARRIER EQUIPMENT IS THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO CUSTOMER FOR ANY GOODS RECEIVED BY CUSTOMER UNDER THIS AGREEMENT.

- 7.2 Limited Warranty. EXCEPT AS OTHERWISE PROVIDED IN SECTION 5.3, ABOVE, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT WITH RESPECT TO THE SERVICE(S), CARRIER EQUIPMENT, OR NETWORK. ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED TO THE MAXIMUM EXTENT ALLOWED BY LAW. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, DATA DOES NOT WARRANT THAT THE SERVICES, CARRIER EQUIPMENT, OR NETWORK WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF LATENCY OR DELAY, OR THAT THE SERVICES, CARRIER EQUIPMENT, OR NETWORK WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT THE SERVICES, CARRIER EQUIPMENT, OR NETWORK WILL BE FREE OF HARMFUL COMPONENTS OR PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES. IN NO EVENT SHALL DATA, OR ITS AFFILIATES, SUPPLIERS, CONTRACTORS OR LICENSORS BE LIABLE FOR ANY LOSS, DAMAGE OR CLAIM ARISING OUT OF OR RELATED TO: (i) STORED, TRANSMITTED, OR RECORDED DATA, FILES, OR SOFTWARE; (ii) ANY ACT OR OMISSION OF CUSTOMER, ITS USERS OR THIRD PARTIES; (iii) INTEROPERABILITY, INTERACTION OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, EQUIPMENT, SERVICES OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; OR (iv) LOSS OR DESTRUCTION OF ANY CUSTOMER HARDWARE, SOFTWARE, FILES OR DATA RESULTING FROM ANY VIRUS OR OTHER HARMFUL FEATURE OR FROM ANY ATTEMPT TO REMOVE IT.
- **7.3** Third Parties. DATA MAKES NO WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE SERVICES, CARRIER EQUIPMENT, OR NETWORK FOR USE BY THIRD PARTIES.
- 7.4 Disruption of Service. The Services are not fail-safe and are not designed or intended for use in situations requiring fail-safe performance or in which an error or interruption in the Services could lead to severe injury to business, persons, property or environment. Such uses or activities may include, without limitation, vital business or personal communications, or activities where absolutely accurate data or information is required. Customer expressly assumes the risks of any damages resulting from high risk activities. DATA shall not be liable for any inconvenience, loss, liability, or damage resulting from any interruption of the Services, directly or indirectly caused by, or proximately resulting from, any circumstances, including, but not limited to, causes attributable to Customer or Customer Provided Equipment; inability to obtain access to the Service Locations; loss of use of poles or other utility facilities; strike; labor dispute; riot or insurrection; war; explosion; malicious mischief; fire, flood, lightening, earthquake, wind, ice, extreme weather conditions or other acts of God; failure or reduction of power; or any court order, law, act or order of government restricting or prohibiting the operation or delivery of the Services.

#### 8. MUTUAL INDEMNIFICATION

- 8.1 Customer Indemnification. Customer shall indemnify, save, hold harmless, and defend DATA and DATA's Affiliates, as well as their respective employees, officers, directors and agents (collectively "Indemnified Parties") from and against any claims, damages, losses, liabilities, suits, actions, demands, proceedings (whether legal or administrative) and expenses (including, but not limited to reasonable attorneys' fees incurred with or without suit, in arbitration or mediation, on appeal or in a bankruptcy or similar proceeding) (collectively "Claims") threatened, asserted, or filed by a third party against any of the Indemnified Parties to the extent that such third party Claims arise out of or relate to: (i) damages for bodily injury (including death) and damage to real and tangible personal property to the extent that such loss was proximately caused by any person for whose conduct Customer is responsible and which arises from the performance or receipt of work or Services hereunder; (ii) the breach or alleged breach of this Agreement by Customer; (iii) any negligent or tortious act or omission to act of Customer; or (iv) any claim that the data content delivered by Customer via the Services provided by DATA under this Agreement constitutes an infringement of any Confidential Information, trade secret, patent, copyright, trademark, trade name or other legal right of any third party.
- 8.2 DATA Indemnification. DATA shall indemnify, save, hold harmless and defend Customer, as well as Customer's Indemnified Parties from and against any Claims threatened, asserted, or filed by a third party against any of the Indemnified Parties to the extent that such third party Claims arise out of or relate to: (i) damages for bodily injury (including death) and damage to real and tangible personal property to the extent that such loss was proximately caused by any person for whose conduct DATA is responsible and which arises from the performance or receipt of work or Services hereunder; (ii) any negligent or tortious act or omission to act of DATA; or (iii) any Claim that alleges the Services, Network, or Carrier Equipment provided hereunder infringes any patent, trademark, copyright,

or trade secret, but not in circumstances where the claimed infringement arises out of or relates to: (a) Customer or its Authorized Users' data content, documents, or other information; (b) any modification(s) to the Services, Network, or Carrier Equipment by Customer or its Authorized Users, or other third parties employed by Customer, or the combination of the Services, Network, or Carrier Equipment with any services or products not supplied or provided by DATA; (c) DATA's adherence to Customer's or its Authorized Users' requirements; or (d) use of the Services, Network, or Carrier Equipment in violation of this Agreement.

#### 9 CONFIDENTIAL INFORMATION: PRIVACY

- 9.1 Disclosure and Use. All Confidential Information shall be kept by the receiving party in strict confidence and shall not be disclosed to any third party without the disclosing party's express written consent. Notwithstanding the foregoing, such information may be disclosed (i) to the receiving party's employees, affiliates, and agents who have a need to know for the purpose of performing this Agreement, using the Services, rendering the Services, and marketing related products and services (provided that in all cases the receiving party shall take appropriate measures prior to disclosure to its employees, affiliates, and agents to assure against unauthorized use or disclosure); or (ii) as otherwise authorized by this Agreement. Each party agrees to treat all Confidential Information of the other in the same manner as it treats its own proprietary information, but in no case using a degree of care less than a reasonable degree of care. This agreement and correlating exhibits are not considered confidential and therefore are subject to FOIA requests.
- **9.2** Remedies. Notwithstanding any other Section of this Agreement, the non-breaching party shall be entitled to seek equitable relief to protect its interests pursuant to this Section 9, including, but not limited to, injunctive relief.
- 9.3 DATA Monitoring and Control of Network Traffic. DATA has no obligation to monitor information or material on the Network or transmitted using the Service(s). Customer agrees that DATA has the right to monitor the Network, Service(s), and Carrier Equipment electronically from time to time solely to disclose any information as necessary to satisfy the law, regulation or other governmental request, to operate the Network or Services properly, or to protect itself or its users from service interruption or other inappropriate uses. The purpose of this Section 9.3 is to authorize DATA to monitor and review primarily technical information and other data transmitted on or over the Network to ensure that the Network operates properly and remains secure and free from harmful traffic. DATA shall have the right, but not the obligation, to monitor, examine, control, limit, or otherwise review any and all data using, on, or traveling across the Network to ensure Network integrity, security, and efficient operation. In this regard, DATA may examine, monitor, or control data packets and similar incomplete and/or encoded transport layer files, data streams, and transmissions for malicious, harmful, hazardous, or otherwise interfering components that may threaten or adversely affect the operation or security of the Network, Carrier Equipment, or Services. Customer shall be solely responsible for monitoring, controlling, reviewing, and examining the content of the data, documents, and information that it sends and receives using the Network, and for providing adequate encryption and other security measures to ensure the appropriate level of protection for such data, documents, and information.

#### 10. PROHIBITED USE.

- 10.1 Resale. Customer may not sell, resell, sublease, assign, license, sublicense, share, provide, or otherwise utilize in conjunction with a third party (including, without limitation, in any joint venture or as part of any outsourcing activity) the Services or any component thereof.
- 10.2 Use Policies. Customer agrees to ensure that all uses of the Carrier Equipment and/or the Services installed at its premises are legal and appropriate. Specifically, Customer agrees to ensure that all uses by Customer or by any other person, whether authorized by Customer or not, comply with all applicable laws, regulations, and written and electronic instructions for use. Any and all use of the Network, Service(s), and Carrier Equipment by Customer shall be consistent with Section 5.10.
- 10.3 Violations. Any breach of this Article 10 shall be deemed a material breach of this Agreement. In the event of such material breach, DATA shall have the right to restrict, suspend, or terminate immediately any or all Service Orders, without liability on the part of DATA, and then to notify Customer of the action that DATA has taken and the reason for such action, in addition to any and all other rights and remedies under this Agreement.

#### 11. INSURANCE

- 11.1 General Coverage. Each Party shall maintain during the Initial Term or any Renewal Term commercial general liability insurance that covers its liability and obligations hereunder including property damage and personal injury.
- 11.2 Limits. The liability limits under the policies required by Section 11.1 shall be, at a minimum, one million (\$1,000,000) dollars per occurrence, with a combined single limit for bodily injury and property damage liability.

#### 12 MISCELLANEOUS TERMS

12.1 Employee Conduct. DATA acknowledges Customer's obligations to comply with certain laws and regulations as well as the need for DATA's employees and subcontractors to comply with reasonable requests, standard rules, and regulations of Customer regarding personal and professional conduct generally applicable to such facilities. DATA shall provide Customer with reasonable assistance in ensuring DATA employees, subcontractors, and agents comply with (i) laws and regulations affecting Customer's facility and (ii) Customer's facility rules and regulations. DATA shall maintain written agreements with all of its employees, subcontractors, and agents involved during the course of this Agreement in any project under this Agreement, obligating such employees, subcontractors,

and agents upon terms and conditions no less restrictive than contained herein, not to use or disclose any confidential information, proprietary rights, or information learned or acquired during the course of such employment or engagement. DATA shall not employ or contract for services for the work any unfit person or anyone not skilled in the work assigned to him or her, and shall devote personnel reasonably skilled and experienced in the industry to perform any work required under this Agreement.

- 12.2 Governing Law; Jurisdiction. The validity, interpretation, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to choice of law principles. Venue of any action arising out of or related to this Agreement shall be proper in the 23<sup>rd</sup> Judicial Circuit of the State of Illinois or the United States District Court for the Northern District of Illinois.
- 12.3 Entire Agreement. This Agreement and its Exhibits constitute the entire understanding of the Parties related to the subject matter hereof. The Agreement supersedes all prior agreements, proposals, representations, statements, or understandings, whether written or oral, concerning the Services or the Parties' rights or obligations relating to the Services. Any prior representations, promises, inducements, or statements of intent regarding the Services that are not expressly provided for in this Agreement are of no effect. Terms or conditions contained in any purchase order, or restrictive endorsements or other statements on any form of payment, shall be void and of no force or effect. Only specifically authorized representatives of DATA may make modifications to this Agreement or this Agreement's form. No modification to the form or this Agreement made by a representative of DATA who has not been specifically authorized to make such modifications shall be binding upon DATA. No subsequent agreement among the Parties concerning the Services shall be effective or binding unless it is executed in writing by authorized representatives of both Parties.
- 12.4 Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. Customer may not assign this Agreement without the prior written consent of DATA. DATA may assign this Agreement to any affiliate, related entity, or successor in interest without Customer's consent.
- 12.5 Force Majeure. Neither Party shall be liable to the other Party for any delay, failure in performance, loss, or damage to the extent caused by force majeure conditions including without limitation: fire, lightning, explosion, power surge or failure, water, acts of God, war, revolution, civil commotion or acts of civil or military authorities or public enemies; any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body; or labor unrest, including strikes, slowdowns, picketing or boycotts; inability to secure raw materials, transportation facilities, fuel or energy shortages, or acts or omissions of other common carriers, unavailability of right-of-way, unavailability of services or materials upon which the Services rely, or other causes beyond the Party's reasonable control, except that Customer's obligation to pay for Services provided shall not be excused.
- 12.6 Import/Export Control. Customer, not DATA, is responsible for complying with import and export control laws, conventions, and regulations for all equipment, software, or technical information Customer may move or transmit between countries using the Services, whether authorized or unauthorized.
- 12.7 Headings; Severability. Headings used in this Agreement are for reference purposes only and shall not constitute a part hereof or affect the meaning or interpretation of this Agreement. If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.
- 12.8 Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.
- 12.9 No Waiver. No failure by either Party to enforce any rights hereunder shall constitute a waiver of such right(s).
- 12.10 Survival. The rights and obligations of either Party that by their nature would continue beyond the expiration or termination of this Agreement or any Service Order, including without limitation representations and warranties, indemnifications, and limitations of liability, shall survive termination or expiration of this Agreement or any Service Order.
- 12.11 No Third Party Beneficiaries. This Agreement does not expressly or implicitly provide any third party (including users) with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege.
- 12.12 Independent Contractors. The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, or partner of the other Party. Neither Party shall have any right, power, or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.
- 12.13 Remedies Not Exclusive. The remedies provided in this Agreement shall be in addition to all other remedies to which DATA may be entitled at law or in equity, including without limitation the right to recover unpaid amounts with interest at the applicable statutory judgment rate, but accruing from the date initially due.
- 12.14 Limitations. Any Customer claim or dispute arising out of this Agreement must be filed by Customer within two (2) years after the cause of action arises. Customer waives any statute of limitations to the contrary.

Item 7.

12.15 Definition of Terms. The definition of terms used in this agreement shall be as defined in Exhibit "C", attached hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this Consortium Membership and Services Agreement to be executed and delivered as of the Effective Date written above.

Synde	o Networks, Inc.	
		Town of Cortland, Illinois
By:		Ву:
Name:	Amit Patel	Name:
Title:	CEO	Title:
		Date:
Date:		Date:



### **DeKalb Advancement Technology Authority**

DeKalb County's Fiber Optic Network

320 Cardinal Drive, Suite 300 ♦ Saint Charles, IL 60175 ♦ Phone: 630-457-4218 ♦ Fax: 630-457-4240 ♦ www.dekalbcounty.org/DATA



#### **EXHIBIT A - SERVICE ORDER**

Customer:

Town of Cortland, IL

Revised:

07/10/24

Contract Term:

January 1, 2025 through December 31, 2029

Pricing Expires:

08/09/24

Service Location	Service Code	Service Description	DATA-Provided Equipment <sup>1</sup>	Discount	One-Time Cost <sup>2</sup>	Monthly Cost <sup>7</sup>	OR Annu Cost
Cortland Town Hall, 59. S Somonauk Rd, Cortland IL.	DATA-CAI <sup>3</sup>	DATA Membership for Non-Profit to be a Community Anchor Institution (CAI) 1G Transport to Internet Service Provider <sup>4</sup> (ISP) & DATA Cloud	Fiber end switch & applicable optics		\$0.00	\$700.007	\$8,400.007
Cortland Town Hall, 59. S Somonauk Rd, Cortland IL.	DATA-EFS-1G <sup>6</sup>	Add-on 1 Gbps Internet Service (Lit Service) Annual cost per service/connection Requires DATA Membership		100%	\$0.00	\$0.007	\$0.007
Cortland Public Works Dept. 250 S Halwood St, Cortland IL	DATA-MEF-1G-EL	Point to Point 1G ELAN (Lit Service)			\$0.00	\$150.00	\$1,800.00
Cortland Police Dept, 50 West Maple Avenue, Cortland, IL	DATA-MEF-1G-EL	Point to Point 1G ELAN (Lit Service)			\$0.00	\$150.00	\$1,800.00
Cortland Police Dept, 50 West Maple Avenue, Cortland, IL	DATA-MEF-1G-EL	Cortland Police connection to DeKalb County Public Safety Bldg. (1Gb e-line)			\$1,887.41	\$150.00	\$1,800.00
		TOTAL COSTS			\$1,887.41	\$1,150.00 <sup>7</sup>	\$13,800.00

<sup>&</sup>lt;sup>1</sup>DATA-Provided Equipment see agreement sections 5.5 and 5.8

#### User Requirements:

- 1. Allow facility access in a timely manner for equipment installations and required maintenance.
- 2. Provide adequate space, environmental control and power.

- Provide a network interface point for DATA to connect into the customer network.
- 4. Provide all CAT6 patch cables.

<sup>&</sup>lt;sup>2</sup> One-Time Cost is the non-recurring charge to splice fiber to connect customer to the DATA Network

<sup>&</sup>lt;sup>3</sup> Full Membership (no deductions) is required to add-on dark fiber or lit services to connect to non-ISP entities.

<sup>&</sup>lt;sup>4</sup> Internet Service Provider (ISP) is contracted separately. Current choices on DATA are NIUNet or Syndeo Networks.

<sup>&</sup>lt;sup>5</sup> Local facility within the same legal entity & within the DATA network.

<sup>&</sup>lt;sup>6</sup> Full Membership (no deductions) is required to add-on DATA/SYNDEO partnered ISP Services

<sup>&</sup>lt;sup>7</sup>Customer may opt to pay monthly or annually.



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320 Cardinal Drive, Suite 300 ♦ Saint Charles, IL 60175 ♦ Phone: 630-457-4218 ♦ Fax: 630-457-4240 ♦ www.dekalbcounty.org/DATA

#### **EXHIBIT B- ACCEPTABLE USE POLICY**

#### 1. Overview

This Acceptable Use Policy (the "Policy") is a guide to the acceptable use of DATA network facilities and Services, as defined herein and in the Consortium Membership and Services Agreement. Any Customer organization or individual connected to DATA's network in order to use it directly, or to connect to any other network(s), must comply with this policy and the stated purposes and Acceptable Use policies of any other network(s) or host(s) used. Each Customer organization is responsible for the activity of its users and for ensuring that its users are familiar with this policy. In addition, each Customer is encouraged to maintain and enforce its own Acceptable Use policies. The provisions of this Policy govern all use of the Services, including any unsupervised anonymous network access offered by Customer. The following guidelines will be applied to determine whether or not a particular use of the Services is appropriate:

- (1) Users must respect the privacy of others. Users shall not intentionally seek information on, or represent themselves as, another user unless explicitly authorized to do so by that user. Nor shall Users obtain copies of, or modify files, other data, or passwords belonging to others.
- (2) Users must respect the legal protection applied to programs, data, photographs, music, written documents and other material as provided by copyright, trademark, patent, licensure and other proprietary rights mechanisms.

- (3) Users must respect the integrity of other public or private computing and network systems. Users shall not intentionally develop or use programs that harass other users or infiltrate any other computer, computing system or network and/or damage or alter the software components or file systems of a computer, computing system or network.
- (4) Use should be consistent with guiding ethical statements and accepted community standards. Use of the Services for malicious, fraudulent, or misrepresentative purposes is not acceptable.
- (5) The Services may not be used in ways that violate applicable laws or regulations.
- (6) The Services may not be used in a manner that precludes or significantly hampers network access by others. Nor may the Services be used in a manner that significantly impairs access to other networks connected to DATA.
- (7) Connections which create routing patterns that are inconsistent with the effective and shared use of the Services may not be established.
- (8) Users are prohibited from sending unsolicited advertising, whether commercial or informational in nature to addresses that have not specifically requested such material.
- (9) Repeated, unsolicited and/or unwanted communication of an intrusive nature is strictly prohibited. Continuing to send e-mail messages or other communications to an individual or organization after being asked to stop is not acceptable.

(10) Consistent with the Consortium Membership and Services Agreement, Customer may not use the Services to offer for sale, lease, resell, or offer any services for which Customer is reimbursed by the provisioning entity without an appropriate resell agreement approved by DATA.

The intent of this Policy is to identify certain types of uses that are not appropriate, but this Policy does not necessarily enumerate all possible inappropriate uses. Using the guidelines given above, DATA may at any time make a determination that a particular use is not appropriate. DATA will not monitor or judge the content of information transmitted via the Services, but will investigate complaints or abusive data stream patterns of possible inappropriate use. In the course of investigating complaints, DATA staff will safeguard the privacy of all parties and will themselves follow the guidelines given in this policy.

#### 2. Remedial Action

When DATA learns of possible inappropriate use, DATA staff will notify the Customer responsible, who must take immediate remedial action and inform DATA of its action. DATA will assist the Customer in identifying the nature and source of the inappropriate use and in implementing remedial action if requested. Provided the Customer implements remedial action promptly, DATA will take no further action. If DATA is unable to contact the Customer, or if the Customer is unable to implement remedial action, DATA reserves the right to pursue remedial action independently. Wherever possible, DATA will pursue remedial action with the least impact to the overall service for the Customer. Should the situation be considered an emergency, and DATA deems it necessary to prevent further inappropriate activity, DATA may temporarily disconnect a Customer. An emergency is defined as serious security incidents that require immediate attention to prevent harm to an individual, to protect information from loss or damage that would be difficult or impossible to correct or to deal with serious ongoing denial of service attacks. If temporary disconnection is deemed necessary by DATA staff, every effort will be made to inform the Customer prior to disconnection, and every effort will be made to re-establish the connection as soon as it is mutually deemed safe.



### **DeKalb Advancement Technology Authority**



DeKalb County's Fiber Optic Network

320 Cardinal Drive, Suite 300 ♦ Saint Charles, IL 60175 ♦ Phone: 630-457-4218 ♦ Fax: 630-457-4240 ♦ www.dekalbcounty.org/DATA

#### **Exhibit "C" Definitions**

"Affiliate" means any entity that controls, is controlled by, is under common control with DATA. The term "control," including correlative meanings, such as "controlled by" or "controlling," means the power or authority to direct or cause the direction of the management or policies of the controlled entity or person through at least fifty percent (50%) ownership of voting securities, board or managerial authority, by contract, or otherwise.

"Agreement" means this Master Services Agreement and any appendices, exhibits, addenda, or amendments hereto.

"AUP" means Acceptable Use Policy. The AUP can be found in Exhibit B.

"Authorized User" means any individual employee of Customer, any contractor or other vendor of Customer over which Customer exercises control, or any other person providing services on behalf of Customer at each Service Location. The term "Authorized User" may include an employee of Customer who accesses the Services via a remote connection to a Service Location, but shall not include any other person or entity which accesses the Services Location remotely, whether from a remote location or using any internal Customer network to reach the Service Location.

"Carrier Equipment" means any and all equipment, wiring, or devices provided by DATA or its authorized contractors at the Service Location(s) that is/are used to deliver any of the Services including, but not limited to, all terminals, wires, modems, lines, circuits, ports, routers, gateways, switches,

channel service units, data service units, cabinets, and racks. Notwithstanding the above, internal cabling and/or wiring, whether or not installed by DATA, shall not be considered Carrier Equipment.

"Claims" means damages, losses, liabilities, suits, actions, demands, proceedings (whether legal or administrative) and expenses (including, but not limited to reasonable attorneys' fees incurred with or without suit, in arbitration or mediation, on appeal or in a bankruptcy or similar proceeding)

"Confidential Information" means this Agreement and all documents, data, information, maps, proposals, quotes, rate information, discount information, subscriber information, network upgrade information and schedules, network operation information (including without limitation information about outages and planned maintenance) and invoices, as well as the parties' communications regarding such items, which are disclosed by one Party to the other Party in providing the Services specified herein. Notwithstanding the foregoing, the following information shall not constitute Confidential Information: (i) information that was in a Party's possession prior to disclosure from the other Party; (ii) information that is or becomes a matter of public knowledge or record through no fault of the Party to whom the information was disclose; (iii) information that is rightfully received by a Party from a third party without a duty of confidentiality; (iv) information that is disclosed by the disclosing Party to a third party without a duty of

confidentiality on the third party; and (v) information that can demonstrate that it was developed independently.

"CPI" means the Consumer Price Index – All Urban Consumers as reported by the U.S. Bureau of Labor Statistics.

"Custom Installation" Network, fiber, cable, or other plant that must be extended, built or upgraded in order to provide the ordered Services at the requested Service Location(s)

"Custom Installation Fee" The fee imposed on customer to cover the expenses of a custom installation.

"Customer-Provided Equipment" mean any and all facilities, equipment or devices supplied by Customer for use in connection with the Services.

"Effective Date" means the date upon which this Agreement becomes binding upon both parties, which date shall be the same as the date written above.

"Indemnified Parties" shall have the meaning prescribed in Section 8.1.

"DATA" or "Syndeo" used interchangeably, means Syndeo Networks, Inc.

"Network" A group of computers and other devices that use a set of common communication protocols over digital interconnections for the purpose of sharing resources located on or provided by the network nodes

"Party" means a reference to DATA or the Customer, and in the plural, a reference to both.

"Renewal Term" means the subsequent period of such duration as may be agreed by the parties following the expiration of the Term

"Service" means the service defined above, including but not limited to, data transport, call-center services, VoIP, IPTV and VM, NOC Monitoring Services, and/or broadband services including high speed data transport service that provides end-to-end transmission using Ethernet packet technology at transport speeds up to 1 Gbps.

"Service Commencement Date" means the date(s) on which DATA first makes Service available for use by Customer. A single Service Order containing multiple Service Locations or Services may have multiple Service Commencement Dates.

"Service Credit" means an amount which will be credited towards the Charges payable by the Customer for the Service in accordance the Service Level Agreement

"Service Interruption" means a break in transmission that renders the Service unusable for transmission and reception, or other material non-conformity with a Service Level.

"Service Order" means a request for DATA to provide the Service(s) to Service Location(s) submitted by Customer and/or specified on Exhibit A.

"Service Location(s)" means the Customer location(s) where DATA provides the Service(s). Each Service Location shall be set forth on a Service Order.

"Service Term" means the duration of time (commencing on the Service Commencement Date) for which Services are ordered, as specified in a Service Order.

"Space" means portions of Customer's facilities and real property for the placement and maintenance of Carrier Equipment and interconnecting such Carrier Equipment to DATA's proprietary transport network for the purpose of providing the Service(s).

"Termination Charges" means charges that may be imposed by DATA if, prior to the end of the applicable Service Term (i) DATA terminates Services for cause or (ii) Customer terminates Services without cause. Termination Charges will be invoiced in accordance with Section 4.4.

This Instrument Prepared By/Return	103
------------------------------------	-----

Foster, Buick, Conklin, Lundgren & Gottschalk, LLC Attorneys at Law 2040 Aberdeen Court Sycamore, Illinois 60178

\* The Above Space for Recorder's Use Only \*

# TOWN OF CORTLAND DEKALB COUNTY, ILLINOIS

TOWN OF CORTLAND ORDINANCE NO. 2024-\_\_

AN ORDINANCE ANNEXING 16.73 ACRES OWNED BY NATURAL POLYMERS, LLC TO THE TOWN OF CORTLAND, DEKALB COUNTY, ILLINOIS

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

This day of 2024

Published in pamphlet form by the authority of the President and Board of Trustees of the Town of Cortland, DeKalb County, Illinois, this \_\_\_\_ day of \_\_\_ 2024

#### ORDINANCE 2024-

# AN ORDINANCE ANNEXING 16.73 ACRES OWNED BY NATURAL POLYMERS, LLC TO THE TOWN OF CORTLAND, DEKALB COUNTY, ILLINOIS

**WHEREAS,** Natural Polymers, LLC has filed a petition for annexation, signed by the legal owner of record of all land within the territory hereinafter described, with the Town Clerk of the Town of Cortland, DeKalb County, Illinois, requesting that said territory be annexed to the Town of Cortland; and,

WHEREAS, there are no electors residing within said territory; and,

WHEREAS, the said territory is not within the corporate limits of any municipality but is contiguous to the Town of Cortland; and,

WHEREAS, legal notices regarding the intention of the Town to annex said property have been or will be sent to all public bodies required to receive such notice by state statute (65 ILCS 5/7-1-1 et seq.); and,

**WHEREAS**, all petitions, documents, and other necessary legal requirements are in full compliance with the statutes of the State of Illinois, specifically Section 7-1-8 of the Illinois Municipal Code; and,

WHEREAS, it is in the best interest of the Town of Cortland that the territory be annexed thereto.

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

Section 1. That the following described territory,

PART OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST QUARTER OF THE SAID NORTHWEST QUARTER; THEN SOUTH ALONG THE EAST LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 1396.71 FEET TO THE NORTHERLY RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILROAD; THENCE WESTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE FORMING AN ANGLE OF 79 DEGREES 19 MINUTES 29 SECONDS MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED LINE, 50.88 FEET TO THE POINT OF BEGINNING; THENCE NORTHERLY ALONG A LINE FORMING AN ANGLE OF 79 DEGREES 19 MINUTES 29 SECONDS MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, 1086.04 FEET TO A POINT THAT IS 300.00 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST QUARTER; THENCE WESTERLY PARALLED WITH SAID NORTH LINE ALONG A LINE FORMING AN ANGLE OF 89 DEGREES 13 MINUTES 33 SECONDS MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, 698.84 FEET; THENCE SOUTHERLY ALONG THE LINE FORMING AN ANGLE OF 92 DEGREES 17 MINUTES 00 SECONDS MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, 932.95 FEET TO THE AFOREMENTIONED NORTHERLY RIGHT OF WAY LINE; THENCE SOUTHEASTERLY ALONG SAID NORTHERLY LINE 736.09 FEET TO THE POINT OF BEGINNING, ALL IN CORTLAND TOWNSHIP, DEKALB COUNTY, ILLINOIS.

Identified as DeKalb County PIN 09-28-100-016, consisting of 16.73 acres of land being indicated on an accurate map of the annexed territory (which is appended to as Exhibit "A" and hereby made a part of this Ordinance), is and shall be annexed to the Town of Cortland, DeKalb County, Illinois.

Section 2. That the Town Clerk is hereby directed to record with the Recorder and to file with the County Clerk a certified copy of this Ordinance, together with the accurate map of the territory annexed appended to the Ordinance and provide any necessary notifications to appropriate public bodies.

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

	<b>SOARD OF TRUSTEES</b> of the Town of Cortland, Illinois, at a regular meeting of 2024, and approved by me as Mayor on the same day.
AYE: NAY: ABSENT:	
ATTEST:	Mark Pietrowski Mayor
Cheryl Aldis	

Town Clerk

# Map of territory to be annexed to the Town of Cortland, DeKalb County, Illinois

P.I.N. 09-28-100-016 14438 E North Ave., Cortland Description of property hereby annexed:

Part of the Northwest Quarter of Section 28, Township 40 North, Range 5 East of the Third Principal Meridian, bounded and described as follows:

Commencing at the Northeast corner of the said Northwest Quarter; thence South along the East line of said Northwest Quarter a distance of 1396.71 feet to the Northerly Right of Way of the Chicago and Northwestern Railroad; thence Westerly along said Northerly Right of Way Line forming an angle of 79 Degrees 19 Minutes 29 Seconds measured counterclockwise from the last described line, 50.88 feet to the Point of Beginning; thence Northerly along a line forming an angle of 79 Degrees 19 Minutes 29 Seconds measured clockwise from the last described course, 1086.04 feet to a point that is 300.00 feet South of the North line of said Northwest Quarter; thence Westerly parallel with said North line along a line forming an angle of 89 Degrees 13 Minutes 33 Seconds measured clockwise from the last described course, 698.84 feet; thence Southerly along a line forming an angle of 92 Degrees I7 Minutes 00 Seconds measured clockwise from the last described course, 932.95 feet to the aforementioned Northerly Right of Way line; thence Southeasterly along said Northerly Line

North Avenue

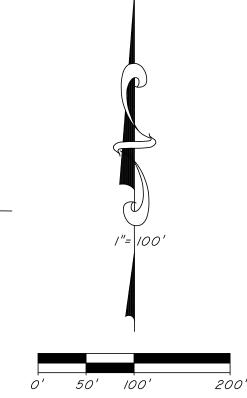
Point of Commencing

Northeast Corner of the Northwest

Quarter of Section 28-40-5

736.09 feet to the Point of Beginning, all in Cortland Township, DeKalb County, Illinois.

**EXHIBIT A** 



21 North Line of the Northwest Quarter of Section 28-40-5-28 Section 28-40-5 Northwest the Part 1111111 Northerly Right of Way Line of the Chicago and Northwestern Railroad Chicago & Northwestern Railroad -----=LEGEND==-----Indicates boundary of property hereby annexed Point of Beginning Indicates existing corporate limits

Prepared for:



Akron, OH 44312

Dated at Batavia, Illinois this 1st day of February, A.D., 2024.

State of Illinois

feet and decimals thereof.

Carol A. Sweet-Johnson Illinois Professional Land Surveyor No. 3342 License Expiration Date: November 30th, 2024

is a true and correct representation of said annexation. All distances shown in

ss This is to certify that I, Carol A. Sweet-Johnson, Illinois Professional Land Surveyor No. 3342 have prepared the attached plat for annexation purposes and that said plat



50.88

Sheet 1 of 1

Exhibit \_\_\_

CFD	CIE	TC A	TE
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STATE OF ILLINOIS )
COUNTY OF DEKALB ) SS.
I, Cheryl Aldis, certify that I am the duly elected Town Clerk of the Town of Cortland, DeKalb County
Illinois.
I further certify that on, 2024, the Corporate Authorities of such municipality passed and approved
Ordinance No. 2024 entitled AN ORDINANCE ANNEXING 16.73 ACRES OWNED BY NATURAL
POLYMERS, LLC TO THE TOWN OF CORTLAND, DEKALB COUNTY, ILLINOIS which provided by
its terms that it should be published in pamphlet form.
The pamphlet form of Ordinance No. 2024 including the Ordinance and a cover sheet thereof prepared
and a copy of such Ordinance was posted in the Town Hall, commencing or
Copies of such Ordinance were also available for public inspection upon
request in the office of the Town clerk.
Dated at Cortland, Illinois, this day of, 2024.
(SEAL)
Cheryl Aldis, Town Clerk

# TOWN OF CORTLAND DEKALB COUNTY, ILLINOIS

TOWN OF CORTLAND ORDINANCE NO. 2024-\_\_

AN ORDINANCE APPROVING THE REZONING OF CERTAIN PROPERTY OWNED BY NATURAL POLYMERS, LLC LOCATED IN THE TOWN OF CORTLAND, DEKALB COUNTY, ILLINOIS

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

This \_\_\_\_ day of \_\_\_\_ 2024

Published in pamphlet form by the authority of the President and Board of Trustees of the Town of Cortland, DeKalb County, Illinois, this \_\_\_\_ day of \_\_\_\_ 2024

#### ORDINANCE 2024-\_\_

# AN ORDINANCE APPROVING THE REZONING OF CERTAIN PROPERTY OWNED BY NATURAL POLYMERS, LLC LOCATED IN THE TOWN OF CORTLAND, DEKALB COUNTY, ILLINOIS

WHEREAS, a request for zoning map amendment came before the Planning & Zoning Commission filed Natural Polymers, LLC ("Owner"), for 16.73 acres of property identified as PIN: 09-28-100-016 located at 14438 North Street, seeking the rezoning of such property upon annexation; and,

**WHEREAS**, in accordance with Section 9-1-8 of the Town Code, newly annexed territory shall be classified "AG" Agricultural District unless otherwise requested at the time of annexation, and Owner desires "I-1" Light Industrial District zoning for the newly annexed territory; and,

WHEREAS, public notice of a public hearing to consider the request for zoning map amendment was published in the Daily Chronicle on June 27, 2024, and proper notice was sent by mail to proximate property owners in accordance with Sec. 9-9-2.B of the Town Code; and,

WHEREAS, the Planning Commission has recommended approval of the rezoning (zoning map amendment) to "I-1" Light Industrial District in the Town of Cortland upon annexation; and,

WHEREAS, the Board of Trustees of the Town of Cortland, after examining said request and recommendation in accordance with Section 9-9-2 of the Town Code, has determined that all requirements for the zoning map amendment have been met; and,

**WHEREAS**, the Board of Trustees hereby adopts and incorporates the contents of the Recommendation Letter and Findings of Fact to the Town of Cortland Board of Trustees PC 24-02 attached hereto as Exhibit "A."

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

<u>Section 1.</u> That the zoning map amendment request is hereby approved, and upon annexation the subject territory consisting of 16.73 acres located at 14438 North Street and identified as PIN 09-28-100-016, shall be zoned "I-1" Light Industrial District.

<u>Section 2.</u> Effective Date. This Ordinance shall be in full force and effect after its passage and publication as provided by law.

Town of Cortland Ord No 24-XX Page 2 of 4

PASSED BY THE BOARD OF T	<b>TRUSTEES</b> of the Town of Cortland, Illinois, at a
regular meeting thereof held on the da	y of 2024 and approved by me as Mayor on the
same day.	
AYE:	
NAY:	
ABSENT:	
	Mark Pietrowski
	Mayor
ATTEST:	
Cheryl Aldis	
Town Clerk	

Town of Cortland Ord No 24-XX Page 3 of 4

# FINDINGS OF FACT AND RECOMMENDATION TO THE TOWN OF CORTLAND BOARD OF TRUSTEES PC 24-02

To:

Cortland Board of Trustees

From:

**Cortland Planning Commission** 

Date:

July 19, 2024

Subject:

Request to Rezone Property County Zoning MC Commercial with Farm to Town of

Cortland I-1 Light Industrial – 14438 North Street Cortland IL, PIN 09-28-100-016

Applicant/

Natural Polymers LLC

Owner:

One Owens Corning Parkway

Toledo, OH 43659

The Cortland Planning Commission conducted a Public Hearing on July 18, 2024, at 7:00 p.m. at the Cortland Town Hall, 59 S Somonauk Road, Cortland, Illinois. The purpose of the Public Hearing involved consideration of the request by the applicant for a map amendment of district boundaries in accordance with Title 9, Chapter 3 of the Cortland Town Code regarding property at 14438 North Street Cortland Illinois, PIN 09-28-100-016. The applicant is requesting rezoning of the subject property from County Zoning MC Commercial with Farm to Town of Cortland I-1 Light Industrial.

Public notice was given through publication in the Daily Chronicle.

The Planning Commission reviewed and considered the material and information presented at the public hearing. The Findings of Fact were read into the record by Chair Hedrick. A motion was made and seconded to accept the Findings of Fact. The motion passed. A second motion was made and seconded to recommend that the Town Board approve the rezoning from County Zoning MC Commercial with Farm to Town of Cortland I-1 Light Industrial.

Respectfully Submitted,

Mark Hedrick, Chairman

CORTLAND PLANNING COMMISSION

### **Findings of Fact**

a. Existing use(s) and zoning of the property in question.

The Subject Property is improved with a large industrial building and farmed acreage, zoned County Zoning MC Commercial with Farm.

b. Existing use(s) and zoning of other lots in the vicinity of the property in question.

The land to the west and north are zoned I-1 Light Industrial and used as the LRS facility and Town yard, respectively. The lands to the east are zoned P-1 Recreation and Open Space and used as a drive for the applicant's facility and the Town Wastewater Treatment Plant is zoned P-1 Recreation & Open Space.

- c. Suitability of the property in question for uses already permitted under existing regulations.
- Due to the annexation petition, existing regulations are not applicable. The subject property current use would not align with the Town's default zoning of agriculture (AG).
- d. Suitability of the property in question for the proposed use.

The applicant intends to continue to use the property facilitating the same day to day operation as the past several years. No significant improvements are required to continue such use. The property is suitable for the proposed use.

e. The trend of development in the vicinity of the property in question, including changes (if any) which may have occurred since the property was initially zoned or last rezoned.

There have been no recent changes in zoning or use adjacent to the subject property.

f. The effect the proposed amendment would have on implementation of this Municipality's Comprehensive Plan.

Approval of the rezoning request would be in concurrence with the Future Land Use Map included in the Comprehensive Plan

## EASEMENT AGREEMENT FOR INGRESS/EGRESS AND UTILITIES

#### Prepared By:

Foster, Buick, Conklin, Lundgren & Gottschalk, LLC 2040 Aberdeen Court Sycamore. Illinois 60178

#### Return to After Recording:

Town of Cortland P.O. Box 519m 59 S. Somonauk Cortland, IL 60112

#### KNOW ALL BY THESE PRESENTS, that

Natural Polymers LLC, Grantor, of the Town of Cortland in the County of DeKalb and State of Illinois, for good and valuable consideration as stated hereinafter, the receipt and sufficiency of which is hereby acknowledged, hereby gives, grants, conveys and warrants to the Town of Cortland, an Illinois municipal corporation ("Grantee"), a permanent non-exclusive easement upon, over, under, through and across that part of the Grantor's property described herein on Group Exhibit "A," for purposes of ingress and egress and for the installation of the following underground utilities: sanitary sewer, storm sewer, water, electric and fiber optic facilities ("Facilities"), including the right to construct, maintain and make all necessary repairs to said Facilities, as may be reasonable and proper, and the right to construct and maintain the necessary appurtenances for said Facilities over, along, upon and through said permanent easement hereinafter described. The permanent easement ("Easement") is more particularly described as follows:

#### See Attached Group Exhibit "A"

PIN #: 09-28-100-017

Common Address: 520 E. North Ave., Cortland, IL

Depicted: See attached Group Exhibit A

All situated in the Township of Cortland, County of DeKalb in the State of Illinois.

Grantor, for itself, its assigns and successors in interest, hereby covenants to and with Grantee, that Grantee's officers, agents, employees or persons under contract with Grantee, may at any and all times, when necessary or convenient to do so, go over and upon the Easement, and do and perform any and all acts necessary or convenient for effectuating the purposes for which this grant is made; that Grantor shall not disturb, injure, or in any manner interfere with any of said Facilities or material for laying, maintaining, operating or repairing the same in, over or upon the Easement.

Grantee hereby covenants and agrees, and the Easement is hereby granted upon the express condition that, care, skill and diligence will be used in constructing and laying said Facilities on the easement aforesaid; that all of the dirt, gravel or stone removed shall be replaced and compacted upon the top of the excavation where the Facilities are laid so as to leave the ground in substantially the same condition that existed before said Facilities were laid, and all surplus dirt or gravel is to be carefully removed from the premises; that all the work of excavation is to be done in such a manner as in no way to endanger or interfere with the use of the property of the Grantor; causing no damage to the buildings or improvements of the Grantor of the Easement nor interfering with or removing the support of the same; that it will save the Grantor harmless from any and all loss or damage

the Grantor may sustain growing out of or arising in any manner from the construction, maintenance repairing, altering, changing, using or removal of said Facilities; that upon the completion of the construction of said Facilities, it will restore the surface of said premises to as good a condition as prior to the Grantee's entrance thereon.

Dated this 10th day of July, 2024.	
NATURAL POLYMERS, LLC, Grantor  By: Micel & Dahn  Authorized Officer  Attest: DLL  Secretary	The Town of Cortland, an Illinois municipal corporation  By:
STATE OF OHIO ) COUNTY OF LUCAS ) ss.	

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, that Nicole Gahn, and Nicholas Malone personally known to me to be the same person(s) whose names are subscribed to the foregoing instrument, appeared before me this day in person and on behalf of said Grantor acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 10 day of 0,20

(SEAL)

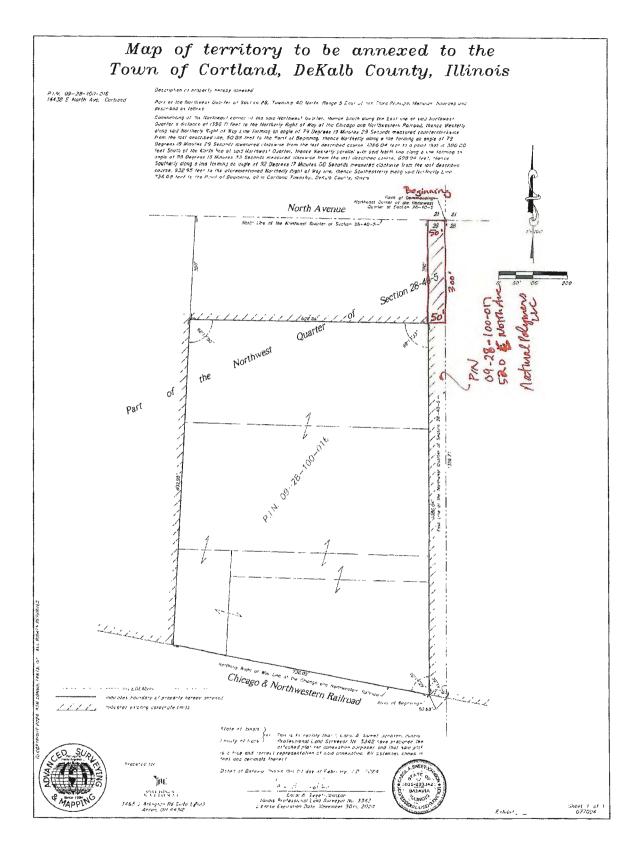
Justin Liptack
Notary Public, State of Ohio
My Commission Expires November 15, 2027

STATE OF ILLINOIS	)		
COUNTY OF DEKALB	) ss. )		
that Mark Pietrowski and C	heryl Aldis, the Mayor an on, and acknowledged that	d Town Clerk, respect at they signed and de	aforesaid, DO HEREBY CERTIFY, tively, of the Town of Cortland, and elivered the said instrument in said
Given under my hand	d and notarial seal, this	day of	, 2024.
			(SEAL)
		Notary Public	(01/11)

#### Legal Description of Easement:

Part of the Northwest Quarter of Section 28, Township 40 North, Range 5 East of the Third Principal Meridian, bounded and described as follows:

Beginning at the Northeast corner of the said Northwest Quarter; thence South along the East line of said Northwest Quarter a distance of 300 feet; thence Westerly forming an angle of 90 Degrees measured counterclockwise from the last described line, a distance of 50 feet; thence Northerly along a line forming an angle of 90 Degrees measured clockwise from the last described course, 300 feet to a point on the North Line of the Northwest Quarter of Section 28; thence Easterly along said North line a distance of 50 feet to the Point of Beginning, all in the Town of Cortland, DeKalb County, Illinois.



# TOWN OF CORTLAND DEKALB COUNTY, ILLINOIS

TOWN OF CORTLAND
ORDINANCE NO. 2024
AN ORDINANCE GRANTING A SPECIAL USE PERMIT TO THE TOWN OF CORTLAND FOR GOVERNMENT OFFICES AND BUILDINGS ON A 6.5 ACRE LOT OF LAND LOCATED AT 50 WEST MAPLE AVENUE, PIN 09-29-176-003, IN THE TOWN OF CORTLAND, DEKALB COUNTY, ILLINOIS

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

This \_\_\_\_ day of \_\_\_\_ 2024

Published in pamphlet form by the authority of the President and Board of Trustees of the Town of Cortland, DeKalb County, Illinois, this \_\_\_\_ day of \_\_\_\_ 2024

ORDINANCE 2024-\_\_

AN ORDINANCE GRANTING A SPECIAL USE PERMIT TO THE TOWN OF CORTLAND, FOR GOVERNMENT OFFICES AND BUILDINGS ON A 6.5 ACRE LOT OF LAND LOCATED AT 50 WEST MAPLE AVENUE, PIN 09-29-176-003, IN THE TOWN OF CORTLAND, DEKALB COUNTY, ILLINOIS

**WHEREAS,** a petition has been filed by the Town of Cortland, for a 6.5-acre lot of land located at 50 West Maple Avenue, PIN 09-29-176-003, Cortland, Illinois, seeking a Special Use Permit to allow for the renovation of an existing building as government offices and buildings on that property; and

**WHEREAS**, the petition of the Town of Cortland for said special use permit was made in accordance with the provisions of the zoning chapter of the Town Code; and

**WHEREAS,** public notice of a public hearing to consider the requested Special Use Permit application was published in the *Daily Chronicle* on June 22, 2024, and proper notice was sent by mail to proximate property owners in accordance with Sec. 9-9-2.B of the Town Code; and

**WHEREAS**, on July 18, 2024, the Planning Commission held a public hearing at which time the Petitioner and other members of the public offered testimony regarding the requested Special Use Permit; and

**WHEREAS,** the Planning Commission has tendered an updated Finding of Fact and Recommendation to the Cortland Board of Trustees, and recommends approval of the proposed special use subject to conditions, by a vote of 5 aye, 0 nay, and 2 absent; and

**WHEREAS,** in accordance with Section 9-10-6 of the Town Code, the Board of Trustees hereby accepts the report and Finding of Fact submitted by the Planning Commission and determines that all requirements for the special use have been met; specifically finding that the evidence presented establishes the following:

- 1. The proposed structure or use at the particular location requested is necessary or desirable to provide a service or a facility which is in the interest of the public and will contribute to the general welfare of the neighborhood or community;
- 2. The proposed structure or use will not have a substantial adverse effect upon the adjacent property, the character of the neighborhood, traffic conditions, utility facilities and other matters affecting the public health, safety and general welfare;
- 3. The proposed structure or use will be designed, arranged and operated so as to permit the development and use of neighboring property in accordance with the applicable district regulations; and

WHEREAS, the Board of Trustees adopts and incorporates the contents of the

Town of Cortland Ord No. 24-xx Page 2 of 3

Recommendation Letter and Findings of Fact to the Town of Cortland Board of Trustees PC 24-03 attached hereto as Exhibit "A,".

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

Section 1. That the Special Use Permit requested by Petitioner shall accordingly be granted to permit renovation of an existing building on the subject site for use as government offices and buildings by the Town of Cortland on 6.5 acres of land located upon parcel denoted as PIN 09-29-176-003, 50 West Maple Avenue, further incorporating in entirety the Recommendation Letter and Finding of Fact to the Town of Cortland Board of Trustees PC 24-03 attached as Exhibit "A" as findings of the Board of Trustees in this Section 1.

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

<u>Section 3.</u> Effective Date. This Ordinance shall be in full force and effect after its passage and publication as provided by law.

PASSED BY THE BOARD OF TRU	USTEES of the Town of Cortland, Illinois, at a
regular meeting thereof held on the day of	2024 and approved by me as Mayor on the
same day.	
AYE:	
NAY:	
ABSENT:	
	Mark Pietrowski
	Mayor
ATTEST:	
Cheryl Aldis	
Town Clerk	
10wii Cicik	

Town of Cortland Ord No. 24-xx Page 3 of 3



# RECOMMENDATION LETTER AND FINDINGS OF FACT TO THE TOWN OF CORTLAND BOARD OF TRUSTEES PC 24-03

To: Cortland Board of Trustees

From: Cortland Planning Commission

**Date:** July 19, 2024

Subject: PC 24-03: Request for a Special Use Permit (SUP) – 50 W. Maple Ave, PIN 09-29-176-003

Cortland IL 60112

Public Hearing scheduled for July 18, 2024, 7:00 PM

Applicant/ Brandy Williams
Owner: Town of Cortland

59 S. Somonauk Road, PO Box 519

Cortland, IL 60112

The Cortland Planning Commission conducted a Public Hearing on July 18, 2024, at 7:00 p.m. at the Cortland Town Hall, 59 S Somonauk Road, Cortland, Illinois. The purpose of the Public Hearing involved consideration of the request by Town of Cortland, as applicant, for request of a Special Use Permit in accordance with Title 9, Chapter 10, Section 6B of the Cortland Town Code regarding the property located at 50 W. Maple Avenue, Cortland, Illinois PIN 09-29-176-003. The 6.5-acre site is currently zoned R-1 Single Family Residence. The applicant is requesting a Special Use Permit on the subject property to construct, operate, and maintain a government building as set forth in Title 9, Chapter 4, of the Cortland Town Code.

The Planning Commission reviewed and considered the material and information presented at the public hearing. The Standards and Conditions set forth in Title 9, Chapter 10 were evaluated and read into the record by Clerk Aldis. A motion was made and seconded to accept the Standards and Condition. The motion passed. A second motion was made and seconded to recommend that the Town Board conditionally approve the request for a Special Use Permit. The motion passed.

The recommendation of approval with condition of the proposed special use is being forwarded to the Town Board for consideration at its July 22, 2024, meeting.

Respectfully Submitted,

Mark Hedrick, Chairman

CORTLAND PLANNING COMMISSION

#### REPORT OF FINDINGS

In accordance with 9-10-6. – Procedures, C. Report of Hearing; Within thirty (30) days following the hearing, the Planning Commission shall transmit to the town board a written report giving its findings as to compliance of the proposed special use with the standards governing special uses and giving its recommendation for action to be taken by the town board.

#### 9-10-3. - Standards

A special use permit shall be granted only if evidence is presented to establish that:

A. The proposed structure or use at the particular location requested is necessary or desirable to provide a service or a facility which is in the interest of the public and will contribute to the general welfare of the neighborhood or community;

The Planning Commission concluded the proposed use at the particular location requested is desirable to provide a service or a facility which is in the interest of the public and will contribute to the general welfare of the neighborhood or community by renovating a vacant building.

B. The proposed structure or use will not have a substantial adverse effect upon the adjacent property, the character of the neighborhood, traffic conditions, utility facilities and other matters affecting the public health, safety and general welfare;

The Planning Commission concluded the proposed use will not have a substantial adverse effect upon the adjacent property, the character of the neighborhood, traffic conditions, utility facilities and other matters affecting the public health, safety and general welfare. The proposed use does not require significant infrastructure as the use is similar to the originally intended use, an elementary school.

C. The proposed structure or use will be designed, arranged and operated so as to permit the development and use of neighboring property in accordance with the applicable district regulations.

The Planning Commission concluded this standard would be met.

D. Such other standards and criteria as are established by the ordinance for a particular special use as set forth in section 9-10-4 of this chapter and as applied to planned developments as set forth in chapter 7 of this title (Ord. 2008-03, 1-28-2008)

The Planning Commission deemed this standard not applicable.

#### 9-10-5. — Conditions

The plan commission may recommend, and the town board may impose such conditions or restrictions upon the location, construction, design and operation of a special use including, but not limited to, provisions for off street parking spaces and the duration of such permit, as they shall respectively find necessary or appropriate to secure compliance with the purpose and intent of this title and other standards set forth herein. (Ord. 2008-03, 1-28-2008)

The Planning Commission recommends the following condition be considered. If fencing is required or desired it is recommended that fence be allowed only in the rear yard to the extent required.

# TOWN OF CORTLAND DEKALB COUNTY, ILLINOIS

TOWN OF CORTLAND ORDINANCE NO. 2024-

AN ORDINANCE APPROVING THE REZONING OF CERTAIN VACANT LOTS LOCATED IN THE CHESTNUT GROVE-UNIT 1 SUBDIVISION OWNED BY THE TOWN OF CORTLAND, DEKALB COUNTY, ILLINOIS

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

This \_\_\_\_\_ day of \_\_\_\_\_ 2024

Published in pamphlet form by the authority of the President and Board of Trustees of the Town of Cortland, DeKalb County, Illinois, this \_\_\_\_ day of \_\_\_\_ 2024

## ORDINANCE 2024-\_\_

# AN ORDINANCE APPROVING THE REZONING OF CERTAIN VACANT LOTS LOCATED IN THE CHESTNUT GROVE SUBDIVISION OWNED BY THE TOWN OF CORTLAND, DEKALB COUNTY, ILLINOIS

WHEREAS, a request for zoning map amendment came before the Planning & Zoning Commission filed by the Town of Cortland ("Owner"), seeking the rezoning of fourteen (14) lots owned by the Town in the Chestnut Grove subdivision, being Lots 196-209 in Chestnut Grove-Unit 1 Subdivision which are currently zoned "R-3," Two-Family Residence District with a Special Use Permit, consisting of approximately 2.8 acres in total and identified with the following Parcel Identification Numbers: 09-33-181-001, 09-33-181-002, 09-33-181-003, 09-33-181-004, 09-33-181-005, 09-33-181-006, 09-33-181-007, 09-33-181-008, 09-33-181-009, 09-33-181-010, 09-33-181-011, 09-33-181-012, 09-33-181-013, 09-33-181-014; and

WHEREAS, the request of the Owner for such zoning map amendment was made in accordance with the provisions of the Town Code; and

**WHEREAS,** public notice of a public hearing to consider the request for zoning map amendment was published in the *Daily Chronicle* on June 22, 2024, and proper notice was sent by mail to proximate property owners in accordance with Sec. 9-9-2.B of the Town Code; and

WHEREAS, the Planning Commission has recommended approval of the rezoning (zoning map amendment) from "R-3" Two-Family Residence with SUP to "P-1" Recreation & Open Space District.

**WHEREAS,** the Board of Trustees of the Town of Cortland, after examining said request, and recommendation in accordance with Section 9-9-2 of the Town Code, has determined that all requirements for the zoning map amendment have been met.

**WHEREAS**, the Board of Trustees adopts and incorporates the contents of the Recommendation Letter and Findings of Fact to the Town of Cortland Board of Trustees PC 24-04 attached hereto as Exhibit "A,".

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

<u>Section 1.</u> That the zoning map amendments are hereby approved and the repealing of the existing "R-3" Two-Family Residence District zoning classification presently ascribed to the Property.

<u>Section 2.</u> The Town of Cortland shall rezone and classify the real estate as set forth below:

(a) Lots 196-209 of Chestnut Grove-Unit 1 Subdivision, according to the plat

Town of Cortland Ord No. 20-xx Page 2 of 3

thereof recorded February 20, 2007 as Document 2007003009 with the DeKalb County Recorder, PIN: 09-33-181-001 through 09-33-181-014 consisting of a total of 2.8 acres, will be rezoned from "R-3" Two-Family Residence District to "P-1" Recreation & Open Space District.

<u>Section 3.</u> Severability and Repeal of Inconsistent Ordinances. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance. All Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

<u>Section 4.</u> Effective Date. This Ordinance shall be in full force and effect after its passage and publication as provided by law.

PASSED BY THE BOARD OF TRUSTEES regular meeting thereof held on the day of 2 same day.	
AYE: NAY: ABSENT:	
	Mark Pietrowski
ATTEST:	Mayor
Cheryl Aldis	
Town Clerk	

Town of Cortland Ord No. 20-xx Page 3 of 3

# FINDINGS OF FACT AND RECOMMENDATION TO THE TOWN OF CORTLAND BOARD OF TRUSTEES PC 24-04

To:

**Cortland Board of Trustees** 

From:

**Cortland Planning Commission** 

Date:

July 19, 2024

Subject:

Request to Rezone Properties from R-3 Two-Family Residence with a Special Use Permit

to P-1 Recreation & Open Space – E. Ashford Avenue, Cortland, IL 60112

Applicant/ Owner:

**Brandy Williams** Town of Cortland

59 S. Somonauk Road, PO Box 519

Cortland, IL 60112

The Cortland Planning Commission conducted a Public Hearing on July 18, 2024, at 7:00 p.m. at the Cortland Town Hall, 59 S Somonauk Road, Cortland, Illinois. The purpose of the Public Hearing involved consideration of the request by the Town of Cortland as applicant and owner. The applicant has filed with the Town of Cortland a request for a map amendment of district boundaries in accordance with Title 9, Chapter 3 of the Cortland Town Code regarding property at E. Ashford Avenue, Cortland Illinois, PINs 09-33-181-001 through 09-33-181-014. The applicant is requesting rezoning of the subject property from R-3 Two-Family Residence with a Special Use Permit to P-1 Recreation & Open Space.

Public notice was given through publication in the Daily Chronicle.

The Planning Commission reviewed and considered the material and information presented at the public hearing. The Findings of Fact were read into the record by Chair Hedrick. A motion was made and seconded to accept the Findings of Fact. The motion passed. A second motion was made and seconded to recommend that the Town Board approve the rezoning from R-3 Two-Family Residence with a Special Use Permit to P-1 Recreation & Open Space.

Respectfully Submitted,

Mark Hedrick, Chairman

CORTLAND PLANNING COMMISSION

# **Findings of Fact Example**

# a. Existing use(s) and zoning of the property in question.

The Subject Property is unimproved, zoned R-3 Two-Family Residence with a Special Use Permit (SUP) for the Planned Unit Development (PUD) overlay.

# b. Existing use(s) and zoning of other lots in the vicinity of the property in question.

The lands to the west and north, across East Ashford Avenue, are unimproved, zoned R-3 Two-Family Residence with Special Use Permit.

The land to the south and east of the subject property is zoned P-1 Recreation & Open Space and used as a recreational area with open water.

- c. Suitability of the property in question for uses already permitted under existing regulations. Developing the property for residential purposes is appropriate.
- d. Suitability of the property in question for the proposed use.

The applicant intends to use the property as an expansion of the immediately adjacent recreation and open space area of Dragon Tail pond and park. The property is suitable for the proposed use. The existing road and driveway will provide any required infrastructure needs.

e. The trend of development in the vicinity of the property in question, including changes (if any) which may have occurred since the property was initially zoned or last rezoned.

The Subject Property has been zoned R-3 Two-Family Residence with SUP since 2007. There have been no recent changes in zoning. The use of the adjacent property changed from strictly storm water basin to the added use of recreational area, Dragon Tail Pond.

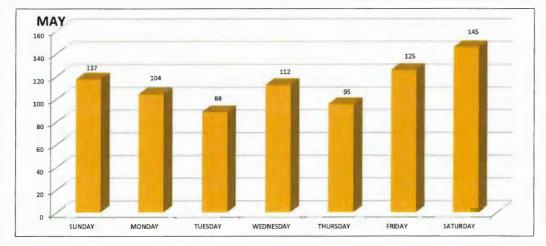
f. The effect the proposed amendment would have on implementation of this Municipality's Comprehensive Plan.

Approval of the rezoning request would be in concurrence with the Future Land Use Map included in the Comprehensive Plan. Granting the request would permit an expanded footprint of an immediately adjacent municipal use.

SUMMARY	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Group A Offenses (NIBRS)	11	9	1	14	8	0	0	0	0	О	0	0	43
Mental Health Calls (NIBRS	1	1	0	3	1	0	0	0	0	0	0	0	6
Community Contacts	42	28	32	37	69	0	0	0	0	0	0	0	208
Drug Offenses	1	2	2	0	1	0	0	0	0	0	0	0	6
Alcohol Offenses	0	0	0	0	0	0	0	0	0	0	0	0	0
Juvenile Offenses	1	0	2	2	0	0	0	0	0	0	0	О	5
Municipal Code	28	1	0	0	20	0	0	0	0	0	0	0	49
Traffic Stops	10	16	23	19	23	0	0	0	0	0	0	0	91
Warnings	9	10	20	12	15	0	0	0	0	0	0	0	66
Tickets Issued	7	8	0	6	8	0	0	0	0	0	0	0	29
Accidents	4	1	2	1	3	0	0	0	0	0	0	0	11
Criminal Arrests	7	5	3	1	3	0	0	0	0	0	0	0	19
*Warrant Arrests (# also included in Criminal Arrests)	2	0	0	3	0	0	0	0	0	0	0	0	5
Calls For Service	150	165	136	130	170	0	0	0	0	0	0	0	751
CAD Events	710	691	758	648	786	0	0	0	0	0	0	0	3,593
Case Reports	69	32	14	42	51	0	0	0	0	0	0	0	208
Parking Tickets	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	1,052	969	993	918	1,158	0	0	0	0	0	0	0	5,090

## SPECIAL SERVICES FOR MAY 2024

ASSIST OTHER AGENCIES	13
ASSIST MOTORISTS	03
KEYS IN CAR	03
HOUSE/BUSINESS CHECK	74
EXTRA PATROL	234
FOOT PATROL	00
SCHOOL PATROL	02
STATIONARY PATROL	109
CONCENTRATED PATROL	10
COMMUNITY CONTACT	69



SQUAD CAR	MILEAGE as of	MAY 2024
VEHICLE	YEAR	MILES
Ford Explorer	2021	20106
Ford Explorer	2017	118974
Ford Taurus	2018	62864
Ford Taurus	2019	38\$79
Chevy Tahoe	2020	41619

#### SQUAD CAR EXPENSES (01-6200-241)

Exxon Mobil Car wash \$45.00 Napa Auto

\$1190.93 Communications Direct \$226.65 Belle Tire \$855.95

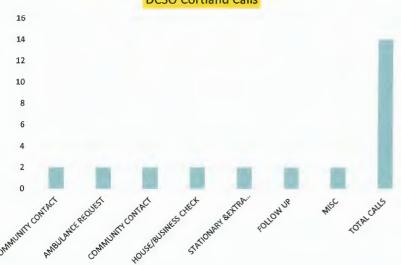
### THRU MAY2024

SUMMARY	<u>T 9726</u>	DARGIS 971	HARRIS 974	976	979	SAWYER 977	E 978	M 972	TOTAL
Case Reports	0	1	173	0_	19	41	23	13	270
Community Contact	0	2	44	1	61	78	14	9	209
Warnings	0	1	0	6	0	39	3	0	49
Tickets Issued	0	0	3	0	0	26	0	0	29
Accidents	0	0	2	0	2	2	0	2	8
Criminal Arrests	0	0	11	0	4	9	2	0	26
Total Calls	7	52	626	89	435	1461	667	237	3574
Traffic Stops	0	0	3	7	0	75	4	1	90
Self Initiated	0	13	486	79	392	1286	528	157	2941
Parking Tickets	0	0	0	0	0	0	0	0	0
Total	7	69	1348	182	913	3017	1241	419	7196

#### COUNTY CALLS AFTER HOURS

				STATION			
		сомми	HOUSE/	ARY			
COMMUNITY	AMBULANC	NITY	BUSINES	&EXTRA	FOLLOW		TOTAL
CONTACT	E REQUEST	CONTACT	S CHECK	PATROL	UP	MISC	CALLS
2	2	2	2	2	2	2	14

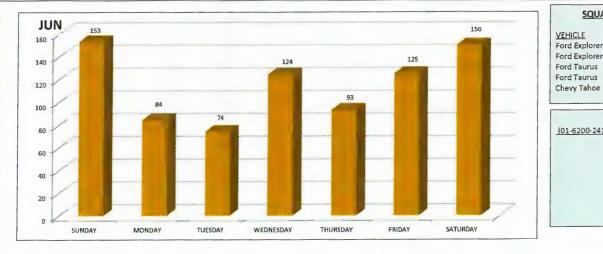
# **DCSO Cortland Calls**



SUMMARY	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Tota
Group A Offenses (NIBRS)	11	9	1	14	8	12	0	0	0	0	0	0	55
Mental Health Calls (NIBRS	1	1	0	3	1	3	0	0	0	0	0	0	9
Community Contacts	42	28	32	37	69	56	0	0	0	0	0	0	264
Drug Offenses	1	2	2	0	1	1	0	0	0	0	0	0	7
Alcohol Offenses	0	0	0	0	0	0	0	0	0	0	0	0	0
Juvenile Offenses	1	0	2	2	0	0	0	0	0	0	0	0	5
Municipal Code	28	1	0	0	20	8	0	0	0	0	0	0	57
Traffic Stops	10	16	23	19	23	13	0	0	0	0	0	0	104
Warnings	9	10	20	12	15	7	0	0	0	0	0	0	73
Tickets Issued	7	8	0	6	8	13	0	0	0	0	0	0	42
Accidents	4	1	2	1	3	3	0	0	0	0	О	0	14
Criminal Arrests	7	5	3	1	3	6	0	0	0	0	0	0	25
*Warrant Arrests # also included in Criminal Arrests)	2	0	0	3	0	0	0	0	0	0	0	0	5
Calls For Service	150	165	136	130	170	174	0	0	0	0	0	0	925
CAD Events	710	691	758	648	786	803	0	0	0	0	0	0	4,396
Case Reports	69	32	14	42	51	50	0	0	0	0	0	0	258
Parking Tickets	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	1,052	969	993	918	1,158	1,149	0	0	0	0	0	0	6,239

#### SPECIAL SERVICES FOR JUN 2024 ASSIST OTHER AGENCIES 15

ASSIST MOTORISTS 03 KEYS IN CAR 06 HOUSE/BUSINESS CHECK 84 **EXTRA PATROL** 233 **FOOT PATROL** 03 SCHOOL PATROL 02 92 STATIONARY PATROL CONCENTRATED PATROL 9 COMMUNITY CONTACT 56



SQUAD CAR	MILEAGE as of	MAY 2024
VEHICLE	YEAR	MILES
Ford Explorer	2021	21468
Ford Explorer	2017	120438
Ford Taurus	2018	64439

## SQUAD CAR EXPENSES

#### (01-6200-241)

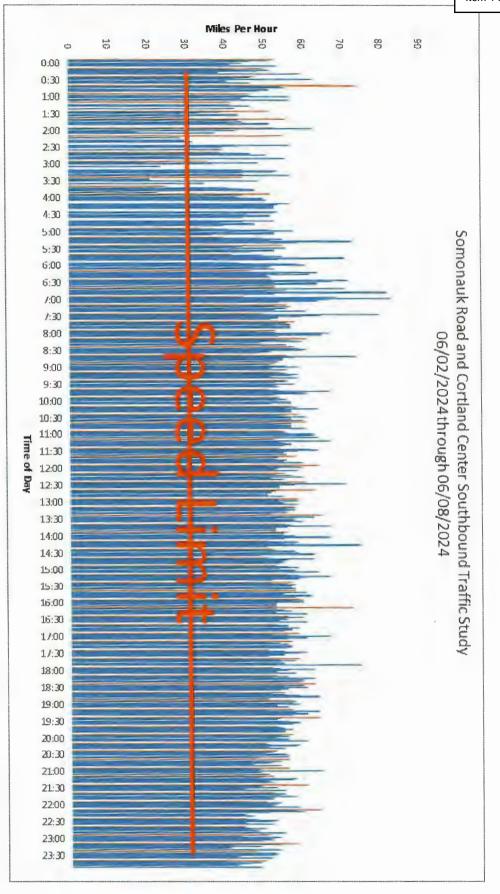
Exxon Mobil Car wash \$0 Napa Auto \$45.33 Communications Direct \$0 \$0 Belle Tire

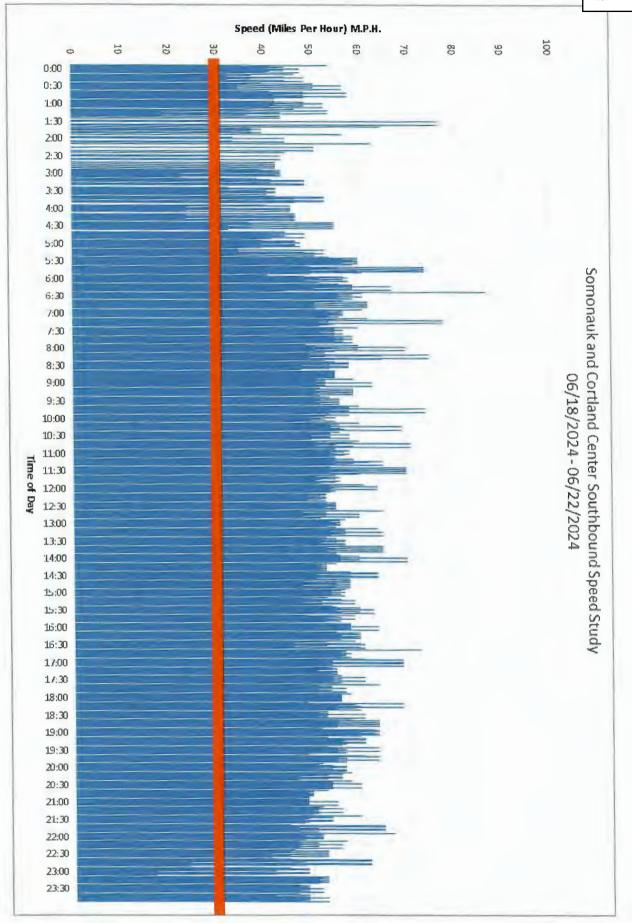
2019

2020

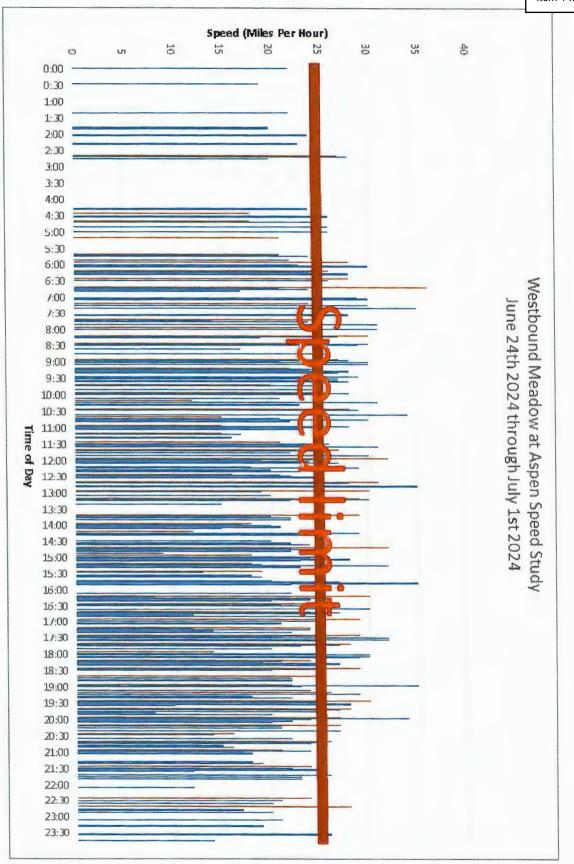
39233

42727









2024 MONTHLY PERMITS ISSUED	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	Yearly Total
NEW CONSTRUCTION													<u> </u>
RESIDENTIAL	2	2	2	1	3	2							12
INDUSTRIAL / COMMERCIAL BLDG		_				_							0
SALT SHED													0
REMODELING/RENOVATION													
ELECTRICAL / ELEC SERVICE UPGRADE		1			1								2
PLUMBING			2	2	<u> </u>								4
HVAC				1	1								2
REMODEL / REPAIR / ALTERATION				Т.	1								1
REPLACEMENT DOORS													0
			1	2	3								6
REPLACEMENT WINDOWS		3	_	9		11							37
ROOF		3	8		6	11							
SIDING				2	1								3
ADDITION					1								1
RADON MITIGATION													0
DEMOLITION													
GARAGE	_												0
HOUSE													0
INDUSTRIAL / COMMERCIAL BLDG													0
OTHER		1											1
MISCELLANEOUS													
ELECTRICAL - WATER TOWER													0
FIRE ALARM SYSTEM													0
FIRE SPRINKLER SYSTEM						5							5
IRRIGATION SYSTEM ELECTRICAL													0
WATER SERVICE					1	1							2
HOT WATER HEATER													0
SITE GRADING		1											1
ALL OTHER IMPROVEMENTS													
DECK				3		2							5
DRIVEWAY / DRIVEWAY EXT				2	2	2							6
EXCAVATION													0
FENCE	1	1	1	3	3	1							10
FIREPLACE													0
GARAGE													0
OUTDOOR FIREPLACE/ PATIO WALL													0
PERGOLA/GAZEBO													0
PARKING LOT NEW													0
PARKING LOT ADDITION		1											1
PAVING													0
POOL / HOT TUB						1							1
PORCH				1									1
RAMP													0
SHED													0
SIDEWALK						1							1
SIGN	1					1							2
SOLAR PANELS - RESIDENTIAL	<del>-</del> -				1	-							1
SOLAR PANELS - COMMERCIAL													0
STAIRS & HANDRAILING	<del> </del>		1										1
CONCRETE STEPS/STOOP													0
STORAGE BUILDING													0
UTILITY PERMIT													
WHOLE HOUSE GENERATOR													0
WHOLE HOUSE GENERATOR													U
TOTAL		10	4 -	30	24	27		<u> </u>	1 ^	<u> </u>	1 ^	1 ^	100
TOTAL	4	10	15	26	24	27	0	0	0	0	0	0	106