



Town of Cortland

Board of Trustees Town Board Meeting

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

March 13, 2023 at 7:00 PM

AGENDA

CALL TO ORDER / PLEDGE OF ALLEGIANCE / ROLL CALL

APPROVAL OF AGENDA

PUBLIC WISHING TO SPEAK

NEW BUSINESS FOR DISCUSSION AND POSSIBLE ACTION

1. Motion to Confirm Mayor's Appointment of Robert Barnhart to the Planning Commission to fill an unexpired term to expire May 2024
2. Motion to approve quote from Advanced Automation & Controls, Inc. for SCADA upgrade not to exceed \$9,200. *(SCADA is the control and data collection system that monitors the wells and lift stations. This would provide a new computer with windows 10 and update all other necessary software required for the SCADA system. Funds are available in Restricted Assets 13-4206 Chestnut Grove SCADA)*
3. Approve a motion to enter an agreement between Vermeer-Illinois Inc. and the Town of Cortland for the rental of Vermeer Woodchipper. *(Monthly rental fee of \$7,500 to be used for the remainder of fiscal year FY23. All rental monies would be applied against the balance of the total cost to purchase. Funds to be taken from Rental Equipment 01-6100-245)*
4. Motion to Approve and Authorize Mayor and Engineer to submit a Community Project Funding Grant Application for FY2024 Agriculture, Rural Development, Food and Drug Administration, and Related Agencies, in the amount of \$4,400,000 for Partial Funding of the Renovation of a Municipal Complex Housing Town Hall and Public Safety Building Located at 50 West Maple Avenue.

PARKS ADVISORY COMMITTEE REPORT

COMMENTS

MAYOR'S REPORT

ADJOURN TO EXECUTIVE SESSION – Exception to Open Meeting Act 5 ILCS 120/2 (c) (21))

Discussion of minutes of meetings lawfully closed under this Act, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06.

RECONVENE OPEN SESSION

POSSIBLE ACTION AFTER EXECUTIVE SESSION

ADJOURNMENT



Town of Cortland

Agenda Request

Item 2.

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

ALL REQUESTS ARE SUBJECT TO THE APPROVAL OF THE MAYOR

☒ **RESOLUTION** ☐ **ORDINANCE** ☐ **INFORMATION** ☐ **OTHER**

DATE PREPARED: 3-9-2023

FOR MEETING ON: 3-13-2023

DESCRIPTION/TITLE:

SCADA Upgrade: The SCADA computer and related software requires an update/upgrade to Windows 10, SCADA is the control and data collection system that monitors the wells and stations. Currently the system runs on the Windows 7 operating system. The upgrade/update would provide a new computer with windows 10 and update all the other software that is required for the SCADA system. Funds to pay for the upgrade are available in Restricted Assets 13-4206 CHESTNUT GROVE SCADA

REQUIRED ACTION:

Approve the quotation from our SCADA consultants - Advanced Automation & Controls

STAFF/COMMITTEE RECOMMENDATION:

Approve the quotation from our SCADA consultants - Advanced Automation & Controls

STATEMENT OF CONCERN/SUMMARY:

AGENDA PLACEMENT:

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

Prepared by: Joel Summerhill

Approved by:

Date March 9, 2023

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Town of Cortland

Agenda Request

Item 3.

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

ALL REQUESTS ARE SUBJECT TO THE APPROVAL OF THE MAYOR

☒ **RESOLUTION** ☐ **ORDINANCE** ☐ **INFORMATION** ☐ **OTHER**

DATE PREPARED: 3-9-2023

FOR MEETING ON: 3-13-2023

DESCRIPTION/TITLE:

Rental of a used VERMEER woodchipper. Public Works would like to rent a used Vermeer woodchipper for the remainder of this current fiscal year. All rental monies on this chipper would be applied against the balance of the cost to purchase the chipper in the upcoming new fiscal year. Funds are available in RENTAL EQUIPMENT 01-6100-245

REQUIRED ACTION:

Approve and enter into the rental agreement with Vermeer-Illinois.

STAFF/COMMITTEE RECOMMENDATION:

Approve and enter into the rental agreement with Vermeer-Illinois

STATEMENT OF CONCERN/SUMMARY:

AGENDA PLACEMENT:

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

Prepared by: Joel Summerhill

Approved by:

Date March 9, 2023

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2801 Beverly Drive
 Aurora, IL 60502
 P: (630) 820-3030
 F: (630) 820-3490

EQUIPMENT RENTAL AGREEMENT Item 3.

by and between Vermeer-Illinois Inc. hereinafter called
LESSOR, and below Named LESSEE.

Town of Cortland Joel Sumnerhill
 Company Name, Lessee Name of Person Calling

100 South Llanos Street
 Street Address

Lucas P. Cortland IL 60112-0517 815-756-9684
 Salesman City State Zip Code Phone Number

This agreement, made and entered into this 8 day of March, 2022 by and between VERMEER-ILLINOIS, INC. hereinafter called LESSOR and Town of Cortland hereinafter called LESSEE; withneseth that in consideration of the payments and rentals hereinafter provided for, and of the terms and conditions hereof, the lessor hereby agrees to lease and does lease to the lessee, and the lessee agrees to lease from the lessor, the following described Equipment belonging to the lessor, to wit:

Equipment Make, Model, Description	Full Serial #	Rental Rates			Hour Meter/Mileage
		Day	Week	Month	
BC1800XL	10051 or 6311		\$7,500		Out
					In
			+ Wearables		Out
					In
					Out
					In
* Rental for 2-3 Months will get 100% applied to Sale Price					Out
					In
					Out
					In
					Out
					In

The items listed above are referred to as the "Equipment"

Total Value of Equipment: \$106,764.00

Rental Start Date: _____

Other Charges			
Sales Tax			
Subtotal			

All rental payments are due and payable in advance at the start of the rental period and in advance at the start of subsequent periods. Rental rates are based on a 28 day month and 160 hours per month. Any usage in excess of these rates will cause an additional charge based on a prorata calculation of these rates. Lessee is responsible for digging teeth replacement, pocket breakage, segment wear and daily lubrication. Lessee, will provide for minor adjustments and minor replacement of parts. Minor adjustments shall include but not be limited to such items as tightening hydraulic leaks, replacing broken hydraulic fittings, repairing broken drive chains, replacing zerks as needed to lubricate, tightening and replacing bolts and lugs on such Equipment as needed and repairing flat tires in the field. Lessee agrees to return with full fuel tank. Also see additional pages for further requirements. Any alteration or modification of this agreement shall be in writing and signed by the parties hereto. Lessee acknowledges receipt of a signed copy hereof. All conditions stated on the following pages are considered to be a part of this agreement.

Delivery to Lessee at: _____

Special Instructions: _____

Delivery: None
 Description Total Cost

Pick Up: None
 Description Total Cost

Other Charges:
 Description Total Cost

Initials ☐ Lessee received rental Equipment Operator's Manual. I, or my designated operator(s), will read it before operating the Equipment. Dealer adequately explained safety and operation of Equipment. Operating controls are functioning properly.

Initials ☐ Lessee has provided approved proof of insurance.

Lessee Signature _____ Title _____ Date _____

TELEMATICS: The Equipment may be equipped with telematics hardware and software ("Telematics") that transmit data to Lessor, Vermeer Manufacturing Company, or other Vermeer dealers (collectively, "Vermeer Parties"). Lessee agrees that the Vermeer Parties, including their affiliates, successors and assigns, without further notice to Lessee, have the right to: (i) access, use, collect and disclose, directly or indirectly, any data generated by, collected by, or stored in, the Equipment or any hardware or devices interfacing with or reporting the Equipment including location data ("Machine Data") and (ii) update, remove, modify, or install additional Telematics, including devices on the Equipment, from time to time. Machine Data may be transferred out of the country where it is generated, including to the U.S.A. In the event that the Machine Data includes Lessee's personal information or data, Lessee hereby consents to and authorizes the collection, use and disclosure of such personal information or data, to permit the Vermeer Parties to access and use the Machine Data. Lessee warrants that it has obtained any necessary consent from its employees or any other third parties, including with respect to the transfer of Machine Data to other jurisdictions, to comply with any applicable privacy laws or contractual agreements consistent with the foregoing. Lessee shall not use any devices installed on the Equipment to track the location of any person unless Lessee has first obtained any necessary approvals from such person to permit Lessee and the Vermeer Parties to track such location. Lessee shall not remove, modify or disable any devices installed on the Equipment without Lessor's prior written consent.

Lessee specifically acknowledges and agrees that Lessor makes no representation or warranty, express or implied, as to the merchantability, fitness for a particular purpose, non-infringement, those arising out of usage of trade or course of dealing or any other matter, in each case, with respect to any of the Telematics. Lessor shall have no responsibility for any direct, indirect, special or consequential damages.

RETURN OF EQUIPMENT: Lessee agrees, at the expiration of the term hereof or sooner termination of this lease, to return, transportation cost prepaid, all of the Equipment to Lessor at the place of business of lessor above stated in the same operating condition, order, repair and appearance as when received (ordinary wear and tear excepted) and free of all liens and encumbrances. Lessee agrees not to modify, bypass or alter any emissions controls by installing a defeat device, chipping mechanism or similar device. Lessee further agrees to pay all costs to return any emissions controls to OEM standards.

LOSS OR DAMAGE: The Lessee agrees to pay the Lessor for all loss and damages to the Equipment arising from any cause whatsoever that may occur during the life of this lease and until such Equipment has been returned into possession of the Lessor and accepted by it. It is agreed by the parties hereto, that the value as herein before stated is hereby accepted as the true value and shall be used in case of arbitration or adjustment. In making such adjustment it is understood that no rentals theretofore paid or due shall apply to the payment of such loss. It is further understood and agreed that in making any adjustment for loss or damages to Equipment, Lessee shall be credited with the amount of insurance payment received by Lessor under insurance policies, if an insurance recovery is affected thereunder. Lessee, in addition to liability for loss or damage herein otherwise provided for, shall be liable for all loss and damage to said Equipment caused by strikes, riot and civil commotion arising from any cause whatsoever.

INSPECTION: Lessee shall, whenever requested, advise Lessor of the exact location of the Equipment. Lessor or its representatives may, for the purpose of inspection, at all reasonable times, enter upon any job, building or place where the Equipment is located and may remove the same without notice to Lessee, if the Equipment is, in the opinion of the Lessor, being used beyond its capacity or in any manner improperly cared for or abused.

WARRANTY: Lessee agrees that each item of Equipment is of a size, design and capacity selected by Lessee and that the same is suitable for its purpose. Lessor is not the manufacturer of the Equipment and has made no representation or warranty, statutory or otherwise, and undertakes no obligation with respect to the Equipment or its performance except and only to the extent of such obligations as may be undertaken in a written statement designated "Warranty" executed by Lessor concurrently herewith and attached hereto. Such Warranty applies only to items specifically enumerated therein. Lessor assumes no obligation whatsoever to Lessee for time lost or penalties suffered by Lessee while Equipment is inoperable for any reason and no deductions are to be made from rental payments therefor. The Lessor shall not be liable for any direct, indirect, special or consequential damages. The receipt and acceptance by the Lessee of said Equipment shall constitute acknowledgement that said property has been accepted and found in good, safe and serviceable condition, and fit for use, unless the Lessee makes claim to the contrary to the Lessor within three days after receipt of said Equipment.

SUPPLIES, MAINTENANCE AND REPAIRS: Lessee shall be responsible for and shall bear the expense of all fuel, lubrication, and maintenance for each item of Equipment. Lessor undertakes no obligation with respect to repairs or replacement of parts, attachments, accessories or Equipment, except pursuant to written warranty as provided in the section of this lease entitles "WARRANTY". Lessee shall, at its expense, at all times during the term hereof, maintain each item of Equipment in good operating order, repair and appearance and shall lubricate and practice preventative maintenance at regular intervals as suggested in manufacturer's service manual; receipt of a copy of which is hereby acknowledged by Lessee. Lessee agrees to maintain said Equipment in the same condition as when delivered to it by Lessor, usual and ordinary wear excepted. Lessee agrees that in effecting maintenance and repairs, it will have such work performed only by qualified persons who are satisfactory to Lessor.

OPERATION: Lessee agrees that the Equipment shall be used solely in the conduct of Lessee's business and within Lessee's possession and under its control, that said Equipment is to be used solely by the Lessee or his employees and for the purpose for which it was intended, that said Equipment will be operated only by competent employees of Lessee and shall not be used beyond its normal capacity. When Equipment is not in use, it will be kept in a protected area.

LIABILITY: Lessee shall be liable for all expenses, damages and claims arising out of its possession, operation, or transportation of the Equipment herein described, and shall defend, indemnify and hold the Lessor and its assigns harmless therefrom.

INSURANCE: Lessee shall at all times at Lessee's own cost and expense keep the Equipment insured in the amount of the full replacement value of each item of Equipment against all risks of loss or damage (including, but not limited to burglary, theft, vandalism and fire), using the all risk or special perils coverage form and subject to a deductible acceptable to Lessor. Lessee shall further maintain at all times and at Lessee's own cost and expense a general liability insurance policy, including products-completed operation coverage upon the Equipment and, if applicable, auto liability coverage, against bodily injury, including death, and against property damage, including loss of use, in the minimum amounts of \$1,000,000 per occurrence and \$2,000,000 in the aggregate unless Lessor specifies a different amount. Lessee shall provide a certificate of insurance in favor of Lessor. Lessee agrees that all insurance shall be written by companies reasonably satisfactory to Lessor and shall contain an agreement of the insuring company not to cancel the same until at least ten (10) days' notice is provided to Lessor. Lessee shall at all times and at Lessee's own cost and expense carry and keep in force worker's compensation insurance for the protection of all persons working for Lessee or under its authority in, on, or around the Equipment. Nothing contained in this paragraph shall be deemed to limit Lessee's liability or indemnity obligations contained in this Agreement.

Lessee shall immediately report any vandalism, malicious mischief, or theft of the Equipment to appropriate law enforcement authorities and to Lessor. Lessor shall not waive any claims against Lessee for loss or damage to the Equipment arising from anything other than the causes listed above, including, without limitation: the gross negligence, recklessness, or willful misconduct of Lessee, fraudulent or dishonest acts by any authorized representative of Lessee or by others to whom the Equipment is entrusted by Lessee, mysterious disappearance, use of the Equipment beyond its rated capacity (overload), improper maintenance or repair of the Equipment, wear and tear, mechanical breakdown or failure, or overturn or tipping. In the event of any loss or damage to the Equipment, Lessor shall be subrogated with respect to any right of Lessee to recover against any person or entity. Lessee shall execute and deliver whatever instruments and papers are required and do whatever else is necessary to secure such rights. Lessee shall cooperate fully with Lessor and/or its insurers in the prosecution of such rights.

The Loss Damage Waiver is not insurance coverage and shall not be interpreted or construed as insurance coverage, but rather is a waiver of certain claims arising from the loss of or damage to the Equipment. Purchase of the Loss Damage Waiver by Lessee shall not excuse Lessee of its obligation to maintain any other type of insurance required hereunder (other than loss or damage insurance), including without limitation, public liability insurance and worker's compensation insurance.

SUB-LEASING: The Lessee shall have no right to sub-lease the said Equipment nor remove it from the County and State specified in this contract without the written consent of the Lessor.

TITLE: Title to the Equipment shall at all times be vested in the Lessor unless transferred to the Lessee through sale. The Lessee shall give Lessor immediate notice of any levy attempted upon said Equipment, or if said Equipment from any cause becomes liable to seizure, and to indemnify Lessor against all loss and damages caused by any such action.

DEFAULT: If the Lessee shall fail to make any rental payment when due, shall attempt to sell or encumber any interest in the Equipment, shall cease doing business as a going concern, shall institute or have instituted against him any proceedings under any bankruptcy or insolvency law, shall make an assignment for the benefit of creditors or shall fail to comply with any other provision of this Lease, or if any attachment, execution, writ, etc. or other process is levied against the Equipment or any of Lessee's property, or if for any reason Lessor deems itself unsafe, the Lessor may immediately and without notice declare the entire balance of the rental payments due and payable together with all expenses of collection by suit or otherwise, including reasonable attorney fees, collection agency fees, court costs, deposition and transcript costs, expert witness fees, sheriff's fees, special process server fees and bond costs. If any of the above events shall occur, Lessee agrees to surrender possession of the Equipment on demand and Lessor may enter upon Lessee's premises to the full extent allowed by law and take possession thereof. On the occurrence of any Event of Default Lessor shall have the right to enter the premises occupied by the Equipment, take possession of the Equipment and remove the Equipment.

TERMINATION: After the initial rental period, Lessor shall have the right to terminate the right to rent the Equipment described in this agreement at any time, by giving the Lessee three days written notice by facsimile or regular mail. Lessee shall then immediately return the Equipment to the Lessor's place of business.

TAXES: Lessee shall pay all taxes whatsoever by whomsoever payable (other than Federal or State income taxes of Lessor) on or relating to the Equipment leased hereunder, the purchase, sale, rental, use or operation thereof, or the location(s) in which the Equipment is operated. Lessee shall reimburse to Lessor, upon demand, as additional rent, the amount or amounts of any such costs and taxes paid by Lessor, it being the intent of this Agreement that Lessor shall receive the rent hereunder as a net return on the Equipment leased hereunder.

PAYMENT: Lessee shall pay the rent due on the first day of each rental period for the Equipment. In the event Lessee fails to make said payment when due, interest shall accrue on the amount owed at the rate of 1.5% per month on the unpaid balance.

COMPLIANCE WITH LAWS: The Lessee agrees, at Lessee's expense, to comply with and conform to all Municipal, State and Federal laws and regulations relating to the Equipment and its use, operation, erection, dismantling and transportation including all federal and local Department of Transportation regulations, licensing and building code requirements and shall defend, indemnify and hold harmless Lessor from all loss liability or expense resulting from actual or asserted violation of such laws, requirements or regulations. Lessee shall require all operators to possess all licenses and/or certifications required by any laws or regulations.

ASSIGNMENT: Lessee agrees that Lessor may assign this Lease, and all right, title and interest of Lessor in and to the Equipment, and all rents due or to become due to Lessor hereunder (of which assignment Lessee hereby waives notice) and Lessee agrees to recognize such assignment. Lessee's obligation to pay rent under this Lease shall not as to any such assignee be subject to any diminution or right of set-off, counterclaim or recoupment whatsoever arising out of any breach of any obligation of the Lessor hereunder or by reason of any other liability at any time owing by the Lessor to the Lessee. Lessee shall not assign this Lease or any rights hereunder or to the items of Equipment.

GENERAL: Time is of the essence of this lease. Lessor's failure at any time to require strict performance by Lessee of any of the provisions of this Lease shall not waive or diminish Lessor's right thereafter to demand strict compliance therewith or with any other provisions. Waiver of any default shall not waive any other default. The remedies in this Lease provided in favor of Lessor shall be available to its successors and assigns and shall not be deemed exclusive, but shall be cumulative, and shall be in addition to all other remedies in its or their favor existing at law or in equity. The parties agree that this is the entire agreement and that no oral representation or agreement has been made which would modify this agreement or be a condition precedent or subsequent to the enforcement of this agreement and that this agreement may not be modified except by a writing signed by each of the parties.

RENTAL PERIOD: The time basis of rates shall be based upon one shift of 8 hours per day, 40 hours per week, or 160 hours per month of a 28 consecutive day period. If the Equipment is rented by the day, the rate for overtime is one-eighth of the daily rate for each hour in excess of eight. If it is rented by the week, the rate for overtime is 1/40 of the weekly rate for each hour in excess of 40. If it is rented by the month, the overtime rate is 1/160 of the monthly rate for each hour in excess of 160 hours in any one 30 consecutive day period.



Town of Cortland

Agenda Request

Item 4.

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

ALL REQUESTS ARE SUBJECT TO THE APPROVAL OF THE MAYOR

☐ RESOLUTION ☐ ORDINANCE ☐ INFORMATION ☒ OTHER

DATE PREPARED: 03/09/23

FOR MEETING ON: 03/13/23

DESCRIPTION/TITLE: APPLICATION FOR USDA RURAL DEVELOPMENT COMMUNITY FACILITIES GRANT – MUNICIPAL COMPLEX

REQUIRED ACTION: MOTION FOR BOARD APPROVAL AND AUTHORIZATION FOR STAFF TO SUBMIT APPLICATION (ACTION ITEM)

STAFF RECOMMENDATION: ENGINEER RECOMMENDS THE BOARD APPROVE THE APPLICATION

STATEMENT OF SUMMARY: THE TOWN IS APPLYING FOR A COMMUNITY PROJECTS FUNDING GRANT IN THE AMOUNT OF \$4,400,000 FOR PARTIAL FUNDING OF THE RENOVATION OF A MUNICIPAL COMPLEX HOUSING TOWN HALL AND PUBLIC SAFETY BUILDING LOCATED AT 50 WEST MAPLE AVENUE. PREVIOUS INCOME BASED LOCAL SHARE GUIDELINES HAVE BEEN WAIVED. UNDER THIS APPLICATION, THE TOWN IS REQUIRED TO CONTRIBUTE 25% OF THE TOTAL PROJECT COST.

AGENDA PLACEMENT:

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

Prepared by: BCW

Approved by:

Date

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FY2024 Agriculture, Rural Development, Food and Drug Administration, and Related Agencies CPF Request Form - IL-14

Thank you for your interest in pursuing Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Community Project Funding (CPF) through Rep. Underwood's office. Please make sure you have read all of the information below before submitting your request. If you have any questions regarding CPF funding through this subcommittee, please email Chloe Grainger in Rep. Underwood's office at Chloe.Grainger@mail.house.gov.

Community Project Funding allows Members of Congress to request direct funding for projects that benefit the communities they represent (unlike grant or formula funding). Additional information from the Appropriations Committee can be found here: [FY24 Community Project Funding Guidance](#)

The deadline for submitting Community Project Funding requests to our office is March 17, 2023. This limited timeline is due to external deadlines that our office does not control, and therefore our office will do everything possible to accommodate late submissions from constituents. Please email the staff contact listed above ASAP if you believe your request may be submitted late.

ELIGIBLE ACCOUNTS IN THE AGRICULTURE, RURAL DEVELOPMENT, FOOD AND DRUG ADMINISTRATION, AND RELATED AGENCIES SUBCOMMITTEE

CPF projects may only be funded through the spending accounts listed below and will be subject to account-specific eligibility criteria and matching amounts.

1. **USDA Rural Development, Community Facilities:** Grants to purchase, construct, and/or improve essential community facilities, to purchase equipment, and pay other related project expenses in rural areas. Essential community facilities include, but are not limited to, healthcare facilities, public facilities, public safety measures, educational services, or other community support services.

Any project must serve a rural area, which include cities, villages, and townships with no more than 20,000 residents. USDA program fact sheet:

https://www.rd.usda.gov/sites/default/files/fact-sheet/508_RD_FS_RHS_CFDirect.pdf

2. **USDA Rural Development, ReConnect Program:** Grants to facilitate broadband deployment in rural areas. Grants funds can be used for the costs of construction, improvement, or acquisition of facilities and equipment needed to provide broadband service to rural areas without sufficient broadband access.

The service area must be rural and lack sufficient access to broadband service. A rural area is any area which is

not located within a city, town, or incorporated area that has a population of greater than 20,000 inhabitants.

Sufficient access to broadband is defined as greater than 90% of any rural area in which households have fixed, terrestrial broadband service delivering at least 25 Mbps downstream and 3 Mbps

upstream. USDA program overview: <https://www.usda.gov/reconnect/program-overview>

3. **USDA Rural Development, Distance Learning and Telemedicine Grants (DLT):** Grants to help rural communities acquire the technology and training necessary to connect educational and medical professionals with students, teachers, and patients in rural areas. Grant funds may be used for audio and video equipment, broadband facilities that support distance learning or telemedicine, computer hardware or network components/software, and acquisition of instructional programming. Projects must serve rural areas with populations of 20,000 or less. USDA program fact sheet: https://www.rd.usda.gov/sites/default/files/fact-sheet/508_RD_FS_RUS_DLTGrant.pdf

4. **USDA Rural Development, Water and Waste Disposal Grants:** Grants to finance the acquisition, construction or improvement of drinking water sourcing, treatment, storage and disposal; sewer collection, transmission, treatment and disposal; solid waste collection, disposal and closure; and storm water collection, transmission, and closure in rural areas. Any project must serve a rural area, which include cities, villages, and townships with no more than 10,000 residents. USDA program overview: <https://www.rd.usda.gov/programs-services/water-environmental-programs/water-waste-disposal-loan-grant-program/il>

5. **USDA Natural Resources Conservation Service (NRCS), Conservation Operations:** Grants to address soil erosion, improve soil health, enhance water supplies, improve water quality, increase wildlife habitat, and reduce damage caused by floods and other natural disasters.

Please

note that for FY24, nonprofit organizations are not eligible for funding under this account.

6. **USDA Agricultural Research Service (ARS), Buildings and Facilities:** Grants to ARS-owned or operated facilities. Funds can be used for the acquisition of land, construction, repair, improvement, and purchase of fixed equipment or facilities.

ELIGIBILITY REQUIREMENTS

The following requirements apply to all CPF requests:

1. There is a ban on directing Community Project Funding to for-profit grantees. Members may request funding for State or local governmental grantees and for eligible nonprofits.

The following requirements apply specifically to requests within this subcommittee:

1. All Community Project Funding requests must meet all applicable eligibility and cost share requirements for the program in which the request is made.
2. For requests under the Community Facilities, ReConnect, Distance Learning and Telemedicine Grants, and Water and Waste Program accounts: Please see specific rural area eligibility and cost share requirements in the USDA program fact sheets, linked above.

ETHICS AND TRANSPARENCY REQUIREMENTS

The following requirements apply to all CPF requests:

1. Each Member may only submit 15 CPF projects to the Appropriations Committee for consideration. Of those 15, not all 15 will be successfully funded. If your project is one of the 15 submitted, the full details of your request (including the information provided below) are required to be posted publicly online on Rep. Underwood's website.
2. The Government Accountability Office will conduct a mandatory audit of a sample of enacted community project funding and report its findings to Congress. This report will likely be made public at some point.
3. A Member, their spouse, and immediate family may not have any financial interest in the project.

ADDITIONAL DISCLOSURES

Please also note that because Community Project Funding is an evolving initiative, additional requirements or needed information may be added at a later date. Our office will reach out to you directly if you have submitted a request for which additional information is needed.

If your project meets all of the eligibility requirements above, please submit your information below:

engineer@cortlandil.org [Switch account](#)

 Draft saved

The name and photo associated with your Google account will be recorded when you upload files and submit this form. Only the email you enter is part of your response.

Any files that are uploaded will be shared outside of the organization they belong to.

*** Required**

Email *

engineer@cortlandil.org

Name of Organization Requesting Funding: *

Town of Cortland

Full Address of Organization Requesting Funding: *

59 S. Somonauk Road, PO Box 519 Cortland IL 60112-0519

Website of Organization Requesting Funding:

<https://www.cortlandil.org/>

Your Name: *

Mark Pietrowski

Email: *

mayor@cortlandil.org



Your Phone Number: *

815-756-9041

Your Role in Organization:

Mayor

Eligible USDA Account (select one): *

- ☒ Rural Development, Community Facilities
- ☐ Rural Development, ReConnect Program
- ☐ Rural Development, Distance Learning and Telemedicine Grants
- ☐ Rural Development, Water and Waste Disposal Grants
- ☐ Natural Resources Conservation Service (NRCS), Conservation Operations
- ☐ Agricultural Research Service, Buildings and Facilities

Project Title *

Municipal Complex

Amount of Funding Requested: *

\$4,400,000



Total project cost:

\$5,900,000

Please provide a brief summary of the project, including a description of how the requested funding would be used and how it would help serve IL-14 (1000 words max): *

Your answer

Please provide a justification for why this project is a good use of federal taxpayer funds (1000 words max): *

Your answer

Please describe community support for this project, including support from state and local officials and community organizations. Please upload letters or other evidence of support where provided at the end of this form. *

Your answer

Include a detailed budget describing how funds will be used: * *

Partial demolition of building - \$200,000; Renovation of Public Safety wing offices, training room, locker rooms, restrooms, administrative services and secure entrance - \$1,400,000; Renovation of Town Hall wing offices, public meeting room, restrooms and secure entrance - \$3,900,000; Exterior improvements of parking lot, lighting, sidewalk - \$400,000.



Are there funds available from other sources for this project? If so, please provide an amount, description of source(s), and whether that funding is already secured.

The local 25% share could come from a combination of general funds, TIF funds or loan proceeds. A portion of those funds, approximately half, are currently held by the town. A deficit amount, if any, will be secured as required at the time and as needed.

Does the entity plan to make grants to other entities from the funds provided and, ^{*} if so, to whom?

No

Has any funding for the project been included in any presidential budget and if so, how much, in which fiscal year, and in which agency or agencies and program(s)?

No

Has the project received federal funding before and if so, how much, when, and from which agency or agencies and program(s)?

No

Have you submitted or plan to submit this request to another Member of Congress or Senator? If yes, to which offices did you submit this request?

No

For Rural Development projects, does the proposed service area meet rural area eligibility requirements? Please provide the population count of the community that the project will serve.

4,260

MATCHING REQUIREMENTS - FOR RURAL DEVELOPMENT PROJECTS ONLY: Will funding for the required nonfederal cost share amount be available?

ReConnect = 25%; DLT = 15%; Water and Waste = 25%; Community Facilities = 25% to 85% (depending on community size.)

*Please reach out to the staffer listed with any questions on matching requirements.

☒ Yes

☐ No

Clear selection

FOR RECONNECT PROJECTS ONLY: Please provide relevant information, such as the number of households, businesses, or farms that would be served, what the performance of the service to be offered will be, and whether healthcare or educational facilities will be served.

Your answer

FOR WATER AND WASTE REQUESTS ONLY: Provide relevant information, such as the number of households, businesses, or farms that would be served.

Your answer



FOR CONSERVATION OPERATIONS PROJECTS ONLY: Briefly describe how the project will reduce soil erosion, enhance water supplies, improve water quality, increase wildlife habitat, or other objectives that will help conserve, maintain, and improve natural resources.

Your answer

Additional Documentation: Please upload any documents as necessary to support your request (letters of support, etc.).

 [Add file](#)

A copy of your responses will be emailed to the address you provided.

Submit

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