

INDEX-County Board Meeting Feb. 27, 2019

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- E-19-41** a. Reappointment of Virgil Urban to the Greater Creve Coeur Sanitary District

COMMITTEE REPORT
LU-19-02

Chairman and Members of the Tazewell County Board:

Your Land Use Committee has considered the following Resolution and recommends it be Adopted by the Board:

Sue Sundell
[Signature]
Carroll Ismig

[Signature]
Monica Bennett

R E S O L U T I O N

WHEREAS, the Land Use Committee beg leave to report that they have examined the attached proposed Ordinance to amend Title XV, Chapter 157, Zoning (As adopted January 1, 1998) of the Tazewell County Code and the report of the Tazewell County Zoning Board of Appeals on said proposed Ordinance, and

WHEREAS, said report being made after a public hearing on said proposed Ordinance, and including a findings of fact thereon as provided by law, your said Committee recommends that the report, and finding of fact of said Zoning Board be accepted and the petition for said Amendment be approved by the County Board.

NOW THEREFORE BE IT RESOLVED, that the County Board approve this resolution;

NOW THEREFORE BE IT FURTHER RESOLVED, that the County Clerk notify Kristal Bachman, the Tazewell County Community Development Administrator of this action.

Adopted this 27th day of February, 2019.

[Signature]
Tazewell County Board Chairman

ATTEST:
[Signature]
Tazewell County Clerk

**AN ORDINANCE AMENDING TITLE XV, CHAPTER 157
ZONING CODE OF TAZEVELL COUNTY**

Proposed Amendment No. 54
(Zoning Board Case No. 19-05-A)

WHEREAS, an Amendment to the Tazewell County Zoning Code hereinafter was previously referred by the TAZEVELL COUNTY LAND USE COMMITTEE to the Zoning Board of Appeals for hearing; and

WHEREAS, a public hearing on said Amendment was held February 5, 2019, following due publication of said hearing in accordance with law, and the said Zoning Board of Appeals thereafter made a report to this Board recommending approval; and

WHEREAS, said report of the Zoning Board of Appeals contained the following findings of fact:

1. *The proposed amendment shall not be detrimental to the orderly development of Tazewell County.*
2. *The proposed amendment shall not be detrimental to or endanger the public health, safety, morals or general welfare of Tazewell County.*

which findings of fact are hereby adopted by this Board as the reason for approving the Amendment hereinafter authorized.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY BOARD OF TAZEVELL COUNTY, ILLINOIS:

SECTION 1. RULES OF CONSTRUCTION AND GLOSSARY OF TERMS

§157.005 DEFINITIONS.

(Remove the language as stricken and add the language as bolded and underlined)

~~**KENNEL, COMMERCIAL:** An establishment licensed to operate a facility for the housing of dogs or domesticated animals. Commercial activities may include, but need not be limited to, public boarding, breeding, training and wholesaling of dogs or domesticated animals and sale of items or products related to dog or domesticated animal care.~~

~~**KENNEL, PRIVATE.** Any lot or premises on which not more than four (4) adult dogs are kept inside or outside belonging to the owner of the principal use, kept for the purposes of raising, breeding or show.~~

KENNEL. A lot, premises, use or structure intended and used for either breeding, training, wholesaling, boarding, and/or overnight boarding of domestic animals; provided that a lot, premises, use or structure shall not be considered a kennel if (i) it is solely intended and

used for breeding; and (ii) the operation involves four (4) or fewer breeding females.

KENNEL, COMMERCIAL. Any kennel which is not a private kennel.

KENNEL, PRIVATE. Any kennel intended and used only to serve animals which are personally owned by the owner of the kennel, and which involves not more than four (4) adult animals.

SECTION 2. OFF-STREET PARKING AND LOADING REQUIREMENTS

§157.317 OFF STREET PARKING.

Off-street parking facilities for motor vehicles shall be provided in accordance with the following:

(Remove the language as stricken and insert the Off Street Parking Chart)

- (J) Other uses: Parking spaces for other permitted or special uses not listed ~~below~~ ^{above} shall be provided in accordance with requirements recommended by the Community Development Administrator and approved by the Zoning Board of Appeals, Land Use Committee or County Board.

- (K) Required Spaces. The minimum number of off-street parking spaces accessory to designated uses shall be provided as follows:
 - i. ~~Dwelling and lodging uses:~~
 - ~~(1) Boarding or rooming houses: Two (2) parking spaces plus an additional one parking space for each three (3) lodging units.~~
 - ~~(2) Hotels and Motels: One (1) parking space per room, plus two (2) parking spaces per three (3) employees.~~
 - ~~(3) Multiple-family dwellings: One and one-half (1 ½) parking spaces for each dwelling unit.~~
 - ~~(4) Single-family dwellings: Two (2) parking space for each dwelling.~~
 - ~~(5) Two-family dwellings: Two (2) parking spaces for each unit.~~
 - ii. ~~Colleges, junior colleges, university, institutions, auditoriums, schools, or other places of assembly uses:~~
 - ~~(1) Colleges, junior colleges, and universities: One parking space for each six (6) students, based upon the maximum number of students that can be accommodated in accordance with design capacity, and one (1) space for each employee.~~
 - ~~(2) Nursing homes, rest homes, institutions for the care of the aged and for children, and sanitariums: One parking space for each two (2) beds.~~
 - ~~(3) Gymnasiums, stadiums, and grandstands: One parking space for each six (6) seats or for each one hundred eight (108) inches of seating space.~~

- ~~(4) Hospitals: 1.0 parking space per bed for one hundred (100) bed hospitals; 1.1 parking spaces per bed for one hundred one (101) to three hundred (300) beds, 1.2 parking spaces per bed for three hundred one (301) to five hundred beds; and 1.3 parking spaces per bed for over five hundred (500) beds.~~
- ~~(5) Libraries and museums: One parking space for each eight hundred (800) square feet of floor area.~~
- ~~(6) Medical and dental clinics: One parking space for each two hundred fifty (250) square feet of floor area.~~
- ~~(7) Meeting halls, convention halls, and exhibition halls: The number of parking spaces equal to thirty (30) percent of the maximum number of people that can be accommodated in accordance with such design capacity.~~
- ~~(8) Private clubs and lodges: One parking space for each lodging room and one parking space for each six (6) seats in accordance with design seating capacity of the main meeting room.~~
- ~~(9) Schools, shall have parking spaces as follows:

 - ~~i. Elementary and junior high schools shall have one (1) parking space for each teacher and other employee.~~
 - ~~ii. Senior high schools, shall have one (1) parking space for each teacher and other employee, plus one (1) parking space per five (5) students.~~
 - ~~iii. Nursery schools shall have one (1) parking space for each teacher and other employee, plus one (1) off-street loading space per eight (8) pupils.~~
 - ~~iv. If a school has an auditorium or assembly hall which may be used by persons other than students of the school, the parking requirements set forth under "meeting halls, convention halls, and exhibition halls", shall be used to fulfill the parking requirements of the school.~~
 - ~~v. Commercial and trade schools shall have two (2) parking spaces per five (5) students plus two (2) parking spaces per three (3) employees.~~~~
- ~~(11) Recreational uses – commercial or non-commercial:

 - ~~i. Bowling alleys: Seven (7) parking spaces for each lane plus such additional spaces as may be required herein for affiliated uses such as restaurants and the like.~~
 - ~~ii. Golf Courses: Six (6) parking spaces per green and one (1) parking space per employee.~~
 - ~~iii. Golf Driving Range: one (1) parking space per tee and one (1) parking space per employee.~~~~

~~iv. — Gymnasiums, health salons, swimming pools, skating rinks, and dance halls, commercial: One parking space for each three (3) persons, based upon the maximum number of persons that can be accommodate at the same time in accordance with such design capacity, and one parking space for each two (2) employees.~~

~~(12) — Business, commercial and manufacturing uses:~~

~~i. — All business and commercial establishments, except those specified hereafter: One parking space for each three hundred (300) square feet of floor area.~~

~~ii. — Automobile carwash: One parking space for each two (2) employees, plus one space for the owner or manager, and in addition, reservoir parking spaces to accommodate automobiles awaiting entrance to the automobile carwash equal in number to five (5) times the maximum capacity of the automobile laundry. Maximum capacity, in this instance, shall mean the greatest number of automobiles which can be laundered at the same time.~~

~~iii. — Automobile service stations: One parking space for each employee, plus two (2) for each service stall.~~

~~iv. — Banks: One parking space for each four hundred (400) square feet of floor area.~~

~~v. — Business, professional or service office buildings: One parking space for each two hundred (200) square feet of floor area used or intended to be used for service to the public as customers, patrons, or clients, whichever requires the greater number parking spaces, with a minimum of five (5) spaces.~~

~~vi. — Cartage, express, parcel delivery and freight terminal establishments: One parking space for each person engaged or employed on the premises, and one parking space for each vehicle maintained on the premises.~~

~~vii. — Drive-in business and commercial establishments: Extra (reservoir) parking spaces equal in number to fifteen (15) percent of the number of vehicle spaces used for serving customers.~~

~~viii. — Establishments handling the sale and consumption on the premises of food and refreshment: One parking space for each three (3) persons based upon the maximum number of persons that can be accommodated at the same time in accordance with such design capacity.~~

~~ix. — Furniture and appliance stores, motor vehicle sales, wholesale stores, stores for repair of household equipment or furniture: One parking space for each four hundred (400) square feet of floor area.~~

~~x. — Production, processing, assembly, disassembly, cleaning, servicing, testing, or repairing of materials, goods, or products: One parking space for each two (2) employees, as related to the working period when the maximum number of persons are employed on the premises.~~

- ~~xi. Theaters: One parking space for each six (6) seats up to four hundred (400) seats, plus one parking space for each four (4) seats over four hundred (400).~~
- ~~xii. Theaters (automobile drive-in): Extra (reservoir) parking spaces equal in number to ten (10) percent of the vehicle capacity of such theaters.~~
- ~~xiii. Undertaking establishments and funeral parlors: Eight (8) parking spaces for each chapel or parlor, plus one parking space for each funeral vehicle maintained on the premises.~~
- ~~xiv. Warehouse, storage, wholesale and mail order establishments: One parking space for each employee employed on the premises and one parking space for each vehicle maintained on the premises.~~

~~(13) Miscellaneous uses:~~

- ~~i. Planned developments: The total number of parking spaces needed to meet the requirements herein for each use located in the development.~~
- ~~ii. Public utility and public service uses: One parking space for each two (2) employees.~~

REQUIRED OFF STREET PARKING	
sf = square foot / GFA = gross floor area	
USE	PARKING REQUIREMENT
Ancillary Dwelling Unit	1 per dwelling unit
Adult Use	1 per 250sf GFA
Agricultural Employee Housing	1 per dwelling unit
Agricultural Implement Sales and Service/ Ag Related Bus.	1 per 500sf GFA including outdoor sales and display
Airport, Commercial / Reliever	1 per 1,000sf GFA of terminal building
Alcoholic Beverages Package Sales	1 per 250sf GFA
Alcoholic Beverages Consumption On Premises	1 per 50sf GFA
Amusement Facility, Indoor	1 per 3 persons based on maximum capacity
Amusement Facility, Outdoor	1 per 3 persons based on maximum capacity
Amusement Park	1 per 3 persons based on maximum capacity
Animal Care Shelter	1.5 per exam room + 1 per 100sf of waiting area
Arena	1 per 3 persons based on maximum capacity
Asphalt/Concrete Batch Facility	1 per 500sf GFA – indoor space only
Athletic Club	1 per 250sf GFA
Auction House	1 per 500sf GFA
Auto Dealership	1 per 500sf GFA including outdoor sales and display
Auto Rental	1 per 500sf GFA excluding outdoor and indoor vehicle storage areas
Auto Repair, Major / Minor	5 per service bay
Bed and Breakfast	2 + 1 per guestroom

Boarding House	2 + 2 per 3 beds
Campground	2 per campsite
Car Wash	4 per bay
Cemetery	1 per 4 seats in chapel + 1 per 500sf of office space
Club / Lodge	1 per 3 persons based on maximum occupancy
Community Center	1 per 500sf GFA
Country Club	Cumulative – determined by sum of requirements for individual uses (golf course, driving range, restaurant, etc.)
Crematorium	1 per 250sf of office space
Day Care Center	1 per 500sf
Dwelling, Above the Ground Floor	2 per dwelling unit
Dwelling, Multifamily	2 per dwelling unit + 1 space per 3 dwelling units
Dwelling, Single Family	2 per dwelling unit
Dwelling, Two Family	2 per dwelling unit
Educational Facility: College/University	5 per classroom + 1 per 5 students based on maximum enrollment
Educational Facility: Elementary	4 per classroom
Educational Facility: High School	4 per classroom + 1 per 5 students based on maximum enrollment
Educational Facility: Technical	5 per classroom + 2 per 5 students based on maximum enrollment
Feed, Tack, Grain, and Seed Sales	1 per 500sf GFA including outdoor sales and display
Financial Institution	1 per 200sf GFA + 5 stacking spaces per drive through lane
Freight Terminal	1 per 500sf of indoor space + 1 per 10,000sf of terminal space
Funeral Home	1 per 4 seats in chapel + 1 per 500sf of office space
Garden Center	1 per 250sf GFA including outdoor sales and display
Gas Station	1 per pump + 1 per 500sf of accessory retail area
Golf Course / Driving Range – Commercial	2 per tee (driving range) + 3 per hole (golf course)
Government Facility	1 per 250sf GFA
Greenhouse	1 per 250sf GFA including outdoor sales and display
Group Home	1 + 1 per 4 beds
Heavy Retail Sales and Service	1 per 500sf GFA including outdoor sales and display
Heliport	1 per 1,000sf GFA of terminal building
Hospital	3 per bed
Hotel/Motel	1 per room + 2 per 3 employees
Industrial, Heavy	1 per 500sf GFA – indoor space only
Industrial, Light	1 per 500sf GFA – indoor space only
Landscape Business	1 per 250sf of office space

Landscape Waste Composting Facility	1 per 500sf GFA – indoor space only
Marina	1 per 2 slips
Meat Packing Plant	1 per 500sf GFA – indoor space only
Medical/Dental Clinic	3 per exam room
Mini Warehouse	1 per 25 storage units
Mobile Home Park	1 per home site
Nursery Commercial	1 per 500sf GFA – indoor space only
Office	3 per 1,000sf GFA
Outdoor Shooting Range	3 per stall
Passenger Terminal	1 per 500sf of terminal space
Pawn Shop	1 per 250sf GFA
Personal Service Establishment	1 per 200sf of public use area
Place of Worship	1 per 3 seats
Public Safety Facility	1 per 250sf GFA – excluding vehicle storage areas
Public Safety Training Facility	1 per 250sf of office space
Reception Facility	1 per 10 persons based on maximum capacity
Recreational Vehicle Sales	1 per 250sf GFA excluding outdoor display areas
Recycling Collection Center	1 per 500sf GFA – indoor space only + 10 spaces if customer drop off included
Recycling Processing Facility	1 per 500sf GFA – indoor space only + 10 spaces if customer drop off included
Residential Care Facility	1 per 2 employees on maximum shift plus the following based on facilities: Independent Living: 1 per dwelling unit Assisted Living: .5 per dwelling unit Nursing Care: .25 per bed
Resort	Cumulative – determined by sum of requirements for individual uses (hotel, golf course, driving range, restaurant, etc.)
Restaurant	1 per 50sf GFA
Retail Goods Establishment	1 per 200sf of GFA
Salvage Yard	1 per 500sf GFA – indoor space only
Slaughterhouse	1 per 500sf GFA – indoor space only
Storage Yard	1 per 250sf GFA – indoor space only
Veterinary Clinic (Small or Large Animal)	3 per exam room
Warehouse	1 per 20,000sf of warehouse space + 1 per 250sf of office space
Wholesale Establishment	1 per 20,000sf of warehouse space + 1 per 250sf of office space
Winery/Brewery/Distillery, Accessory or Standalone	1 per 60sf of tasting room/restaurant and retail area
Wrecking Yard	1 per 500sf GFA – indoor space only
Zoo	1 per 2,000sf GFA

is hereby granted.

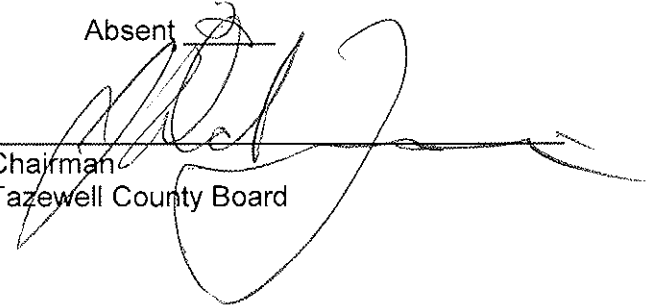
WHEREAS, this amendatory ordinance shall take effect March 1, 2019, upon passage as provided by law.

PASSED AND ADOPTED this 27th day of February, 2019.

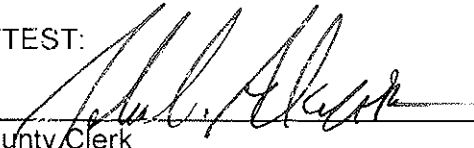
Ayes 19

Nays 0

Absent 0



Chairman
Tazewell County Board

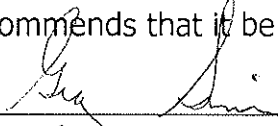
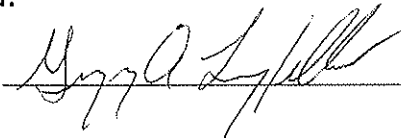
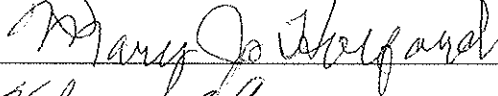

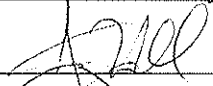
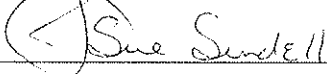
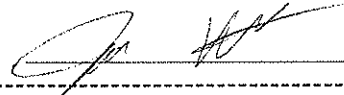
ATTEST:


County Clerk
Tazewell County, Illinois

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Health Services Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

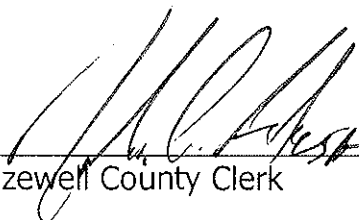
WHEREAS, the County's Health Services Committee recommends to the County Board to approve the expenditure of up to \$45,314.25 from the Solid Waste Fund; and

WHEREAS, said expenditure is to support and assist in recycling collection programs for fourteen rural villages and townships during 2019.

THEREFORE BE IT RESOLVED that the County Clerk notify the County Board Office, the Director of the Health Department, the Director of the Solid Waste Management Program and the Auditor of this action.

PASSED THIS 27th DAY OF FEBRUARY, 2019.

ATTEST:

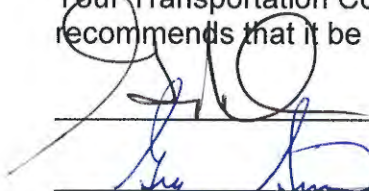

Tazewell County Clerk

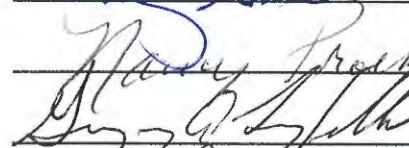

Tazewell County Board Chairman

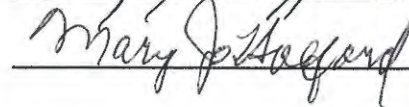
COMMITTEE REPORT


Mr. Chairman and Members of Tazewell County Board:

Your Transportation Committee has considered the following RESOLUTION and recommends that it be adopted by the Board.









RESOLUTION

WHEREAS, resolution T-16-28 was approved by the County Board 29 June 2016 appropriating MFT (Motor Fuel Tax) funds for replacement of the highway department's WICK building as Section 16-00000-01-MG; and

WHEREAS, the MFT share of project costs exceed that original appropriation; and

WHEREAS, appropriation of sufficient MFT funds is required for IDOT approval; and

WHEREAS, the County Engineer and the Transportation Committee have reviewed the amended Resolution for Improvement Under the Illinois Highway Code; and


WHEREAS, motion was made and passed upon vote to recommend to the County Board that Tazewell County approve said amended resolution as IDOT form BLR 09110 attached hereto thereby amending Resolution T-16-28 by appropriating sufficient MFT funds; and

THEREFORE BE IT RESOLVED, that the County Board approve this recommendation.

THEREFORE BE IT RESOLVED, that the County Clerk notify the County Board Chairman, the County Auditor, and the County Engineer of this action, and submit *four certified signed originals of the approved resolution to the Illinois Department of Transportation* as notification of this action.

ADOPTED this 27th day of February, 2019.

ATTEST:



Tazewell County Clerk



Tazewell County Board Chairman



Resolution for Improvement Under the Illinois Highway Code



Resolution Number: T-19-3 (p 2 of 2) Resolution Type: Amended Section Number: 16-00000-01-MG

BE IT RESOLVED, by the Board of the County of Tazewell, Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract.

For Roadway/Street improvements:

Table with 5 columns: Name of Street(s)/Road(s), Length (miles), Route, From, To. Row 1: N.A., N.A., N.A., N.A., N.A.

For Structures:

Table with 5 columns: Name of Street(s)/Road(s), Existing Structure No., Route, Location, Feature Crossed. Row 1: N.A., N.A., N.A., N.A., N.A.

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

the engineering and construction for the replacement of the Tazewell County Highway Department's existing WICK building, a county garage for the service, maintenance, and storage of vehicles and equipment used in the construction and maintenance of county highways, as provided by 605 ILCS 5/5-701.9.

2. That there is hereby appropriated the sum of Seven Hundred Eighty-Four Thousand Five Hundred Twenty-Five and 40/100 Dollars (\$784,525.40) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, John C Ackerman, County Clerk in and for said County of Tazewell, Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 7th day of 03/2019

(SEAL)

Clerk Signature [Handwritten Signature]

Approved

Regional Engineer Department of Transportation Date

AGREEMENT OF UNDERSTANDING

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Property Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

Frank Sciorino

Kim Foster

Mark [unclear]

[unclear]

[unclear]

Mindy [unclear]

[unclear]

RESOLUTION

WHEREAS, the County's Property Committee recommends to the County Board to authorize the Director of Animal Control to purchase a 2018 Ford F-150 Truck for Animal Control; and

WHEREAS, the final cost of the vehicle without trade in is \$27,985.00 which includes licensing fees; and

WHEREAS, this vehicle meets the State of Illinois vehicle bid price and will be purchased from FY19 New Equipment Line Item (211-411-544-000).

THEREFORE BE IT RESOLVED that the County Board approve this recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Director of Animal Control and the Auditor of this action.

PASSED THIS 27th DAY OF FEBRUARY, 2019.

ATTEST:

[Signature]
 Tazewell County Clerk

[Signature]
 Tazewell County Board Chairman

REGULAR CAB / SUPERCAB / SUPERCREW® – XL SERIES
STANDARD EQUIPMENT

MECHANICAL

- ★ 3.3L V6 PFDI with Auto Start-Stop Technology and Flex-Fuel Capability¹ (standard 4x2/4x4; NA with 157" or 163.7" WB)
- 2.7L V6 EcoBoost® with Auto Start-Stop Technology (standard 4x2 with 157" or 163.7" WB)
- 5.0L V8 with ★ Auto Start-Stop Technology and Flex-Fuel Capability¹ (standard 4x4 with 157" or 163.7" WB)
- 4x4 Electronic-Shift-On-the-Fly (ESOF) with Neutral Towing Capability
- Axle, Front – Independent Front Suspension (IFS)
- Brakes – 4-Wheel Disc with ABS
- Electronic Six-Speed Automatic Transmission with Selectable Drive Modes: Normal/Tow-Haul/Sport (standard w/★ 3.3L V6 PFDI)
- Electronic Ten-Speed Automatic Transmission with Selectable Drive Modes: Normal/Tow-Haul/Snow-Wet/EcoSelect/Sport (standard w/3.5L V6 EcoBoost®, 2.7L V6 EcoBoost®, & 5.0L V8 engines)
- Fail-Safe Cooling
- Jack
- Electric Parking Brake
- SelectShift® Automatic Transmission with Progressive Range Select
- Shock Absorbers, Gas – Heavy-Duty, Front
- Shock Absorbers, Gas – Heavy-Duty, Outboard Mounted, Rear
- Springs, Front – Coil
- Springs, Rear – Leaf, Two-Stage Variable Rate
- Stabilizer Bar, Front
- Steering – Power, Rack-and-Pinion

EXTERIOR

- 170 Degree Rear-Door (SuperCab)
- Bumper and Fascia, Front – Black
- Bumper, Rear – Black
- Cargo Lamp – integrated with Center High-mounted Stop Lamp (CHMSL)
- Daytime Running Lamps (DRL) (On/Off Cluster Controllable)
- Easy Fuel® Capless Fuel-Filler
- Exhaust – Single Rear
- F-150 Fender Badge
- Fuel Tank
 - Standard Range 23 Gallon (Regular Cab and SuperCab)
 - Standard Range 26 Gallon (SuperCrew®)
- Fully Boxed Steel Frame
- Grille – Black Two Bar Style with Black Nostrils and Black Surround
- Handles, Black – Door and Tailgate with Black Bezel
- Hooks – Pickup Box Tie-Down, four (4)
- Hooks – Front Tow 4x4, two (2)
- Mirrors, Sideview – Manual-folding, Manual Glass with Black Skull Caps
- Spare Tire Carrier – Rear Under Frame
- Spare Tire/Wheel Lock
- Stone Cuffs, Front & Rear
- Tailgate – removable with key lock
- Tires
 - 245/70R 17 BSW all-season tires (A/S) BSW 4x2
 - 265/70R 17 OWL all/season/all-terrain tires (A/S A/T) 4x4
- Trailer Sway Control
- Trailer Towing – 4-pin wiring, ball mounting provisions in rear bumper
- Wheels – 17" Silver Steel
- Wipers – Intermittent speed

¹ Late Availability for Flex-Fuel Capability

INTERIOR/COMFORT

- 1st Row Manual Windows
- 2nd Row Fixed Windows (SuperCab)
- 2nd Row Manual Windows (SuperCrew®)
- 2.3" Productivity Screen in Instrument Cluster
- 4.2" Center-stack Screen w/Audio Controls
- Air Conditioning Registers – Black Vanes with Chrome Knob
- Auxiliary Audio Input Jack (NA w/SYNC®)
- Black Vinyl Floor Covering
- Cupholder, deployable – under 20% seat
- Dome Light
- Fade-to-Off Interior Lighting
- Gauges and Meters – Fuel, Oil Pressure, Transmission Temperature and Engine Coolant Temperature Gauges; Speedometer, Odometer and Tachometer
- Grab Handles
 - Front – A-Pillar, Driver and Passenger Side
 - Rear – B-Pillar (SuperCrew®)
- Horn – Dual-Note
- Illuminated Entry
- Manual Air Conditioning, Single Zone
- Manual Locks
- Outside Temperature Display
- Powerpoint 12V – Front
- Rear-window with Fixed Glass and Solar Tint
- Rearview Mirror, Day/Night
- Scuff Plate, Driver and Front-Passenger Doors
- Seat, Front
 - Cloth 40/20/40
 - 2-Way manual driver/passenger
 - Armrest
- Seat, Rear
 - Cloth
 - 60/40 flip-up split seat (SuperCab)
 - 60/40 flip-up split seat with elongated cushion (SuperCrew®)
- Steering Wheel, Black Urethane – Manual Tilt/Telescoping and Manual Locking
- Visor, Driver Side; Visor with Mirror, Passenger-Side

SAFETY/SECURITY

- AdvanceTrac® w/RSC® (Roll Stability Control™)
- Airbags
 - Driver and Passenger Front Airbags
 - Driver and Passenger Seat-Mounted Side Airbags
 - Safety Canopy® Side-Curtain Airbags (1st and 2nd row coverage)
- Curve Control
- Halogen Headlamps
- Rainlamp Wiper Activated Headlamps
- Rear View Camera with Dynamic Hitch Assist
- Seat Belts, Active Restraint System (ARS). Three-point Manual Lap/Shoulder Belts with Height Adjusters, Pretensioners & Energy Mgmt Retractors on Outside Front Positions. Includes Autolock Features for Child Seats
- SecuriLock® Passive Anti-Theft System (PATS)
- SOS Post-Crash Alert System™
- Tire Pressure Monitoring System (TPMS)

DRIVER ASSIST TECHNOLOGY

- Autolamp – Auto On/Off Headlamps

FUNCTIONAL

- AM/FM Stereo (speakers; four (4) with Regular Cab, six (6) with SuperCab and SuperCrew®)
- Hill Start Assist

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Property Committees have considered the following RESOLUTION and recommends that it be adopted by the Board:

Jan 14th

Mike Unes

Frank Scorsone

Kim Giesberg

RESOLUTION

WHEREAS, the County's Property Committee recommends to the County Board to renew the 24 month Lease Agreement with the Illinois Representative Mike Unes for office space rental in the Monge Building; and


WHEREAS, the lease agreement is from January 10, 2019 until January 13, 2021 and the rent will be \$765.00 per month.

THEREFORE BE IT RESOLVED that the County Board approve this recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Community Development, the Auditor and Illinois Representative Mike Unes of this action.

PASSED THIS 27th DAY OF FEBRUARY, 2019.

ATTEST:



Tazewell County Clerk



Tazewell County Board Chairman

LEASE FOR LEGISLATIVE DISTRICT OFFICE SPACE

THIS LEASE is made between Tazewell County Board, 11 S 4th St., Pekin, IL 61554 ("LESSOR")
(Name, Address, Zip Code)

and the Illinois House of Representatives ("LESSEE") by its agent, State Representative Michael D. Ures
("REPRESENTATIVE"), not individually but in his or her official capacity, pursuant to the General Assembly Compensation Act, 25 ILCS 115/1, et seq.

ARTICLE I. PREMISES AND TERM

- 1. From January 10, 2019 until January 13, 2021, LESSOR agrees to lease to LESSEE, for use as REPRESENTATIVE'S State legislative district office, the following described premises (Street Address, City, Zip Code, Other Description):

19 S. Capitol Street, Pekin, IL 61554

ARTICLE II. RENT

- 1. LESSEE agrees to pay LESSOR as rent \$ 765.00 dollars per month, mailed to LESSOR at the following address:

- 2. LESSEE shall not be considered in default of this Lease for failure to pay rent for any month in which the LESSEE has submitted a voucher for payment of that month's rent to the State of Illinois Comptroller. LESSEE shall provide a copy of any such voucher upon request of the LESSOR.
- 3. Payment for obligations pursuant to the Lease shall be solely from sums appropriated to the Illinois General Assembly for such purposes pursuant to the General Assembly Compensation Act, 25 ILCS 115/1, et seq. Obligations of the State shall cease immediately without penalty or further payment being required if, in any fiscal year, funds are not appropriated or otherwise made available for this Lease. LESSEE shall provide proof of appropriation authority upon request of the LESSOR.

ARTICLE III. USE

- 1. LESSEE agrees that, during the term of this Lease, the above-described premises will be used as a state legislative district office.

ARTICLE IV. POSSESSION

- 1. LESSEE shall be entitled to possession on the first day of the term of this Lease. Should LESSOR be unable to give possession on the first day of the term of this Lease, LESSEE shall not be liable for rent unless and until possession is delivered and rent shall be prorated from the date of occupancy.

ARTICLE V. UTILITIES

- 1. Utilities are the responsibility of LESSOR or check here _____ if obligation is that of LESSEE.

ARTICLE VI. IMPROVEMENTS & MAINTENANCE

- 1. Permanent improvements are the responsibility of LESSOR unless agreed to in a codicil, amendment, rider, or other written agreement signed by LESSOR and LESSEE.
- 2. LESSOR shall provide and maintain air conditioning and heating systems.
- 3. LESSOR shall be responsible for repairs to and maintenance of the interior of the premises and all structural and other components of the premises, including, but not limited to, roofs, ceilings, walls (interior and exterior), floors, windows, doors, foundations, fixtures, and all mechanical, plumbing, electrical and air conditioning and heating systems or equipment serving the premises, except for repairs to and maintenance of the LESSEE's personal property.

Initials LESSOR [Signature] LESSEE [Signature]

- LESSOR shall be responsible for repairs to and maintenance of the exterior of the premises, including, but not limited to, all common areas, sidewalks, parking areas, entryways, exits, and other similar areas.

ARTICLE VII. TAXES & ASSESSMENTS

- LESSOR shall pay all taxes and assessments, including, without limitation, property taxes, and effectuate payment by date due which may be levied or assessed upon or extended to the premises during the term of the Lease.
- LESSEE is not liable for the payment of any taxes or assessments, including, without limitation, property taxes, which may be levied or assessed upon or extended to the premises during the term of the Lease.

ARTICLE VIII. HOLDING OVER

- If, after the expiration of the term of this Lease, as provided in Article I of this Lease, LESSEE retains possession of the premises, this Lease shall continue in full force and effect on the same terms and conditions, except the Lease shall be on a month-to-month basis until terminated.

ARTICLE IX. TERMINATION

- LESSEE may terminate the Lease by giving LESSOR thirty (30) days written notice of intention to terminate the Lease. *and lessor may terminate the lease by giving lessee ninety (90) days written notice.* MIA
- ~~IF REPRESENTATIVE ceases to serve as a member of the Illinois House of Representatives for any reason, including, but not limited to, resignation, disqualification, expulsion, or death, LESSEE may, after providing notice to LESSOR, permit the person appointed to serve the remainder of the term to which REPRESENTATIVE was elected ("APPOINTED REPRESENTATIVE") to occupy the premises for the remainder of the term of the Lease. Alternatively, LESSEE may terminate the Lease no later than the 30th day after the REPRESENTATIVE'S final day of service as a member of the Illinois House of Representatives by giving LESSOR written notice of the intention to terminate the Lease. Nothing in this paragraph shall be construed to prohibit LESSEE from terminating the Lease pursuant to paragraph 1 of this Article IX.~~
- The commencement date of any termination notice under this Lease shall be the date such notice is delivered or, if mailed, the date such notice is postmarked.

ARTICLE X. DAMAGE OR DESTRUCTION

- If the premises is totally destroyed by fire or any other casualty, or if the premises is damaged so that restoration to its preexisting condition cannot reasonably be completed within ninety (90) days after the date of the damage, this Lease shall automatically terminate effective on the date of the damage and the rent shall be abated for the unexpired portion of the Lease, unless the parties otherwise agree in writing.
- If the premises is partially damaged by fire or any other casualty and restoration to its preexisting condition can reasonably be completed within ninety (90) days after the date of the damage, LESSOR shall, at LESSOR'S expense, promptly and with due diligence repair and restore the premises to substantially the same condition in which it existed prior to the damage. In such event, this Lease shall remain in full force and effect, but until the required repairs and restoration are completed, the rent shall be abated for the unusable portion of the premises.

ARTICLE XI. TRANSFER, BANKRUPTCY, OR FORECLOSURE

- In the event (a) LESSOR sells, transfers, or otherwise disposes of any part of the leased premises, (b) LESSOR is placed in bankruptcy proceedings (whether voluntarily or involuntarily), (c) the premises is foreclosed upon, or (d) of any similar occurrence, LESSOR agrees to notify LESSEE of the event in writing within thirty (30) days after the occurrence of such event.

ARTICLE XII. ESTOPPEL CERTIFICATES

- Upon request of the LESSOR, LESSEE shall deliver an estoppel certificate with respect to this Lease, the terms of which shall be acceptable to and agreed upon by LESSOR and LESSEE.

ARTICLE XIII. LIABILITY

- LESSEE does not assume any liability for acts or omissions of the LESSOR and such liability rests solely with LESSOR.

- LESSOR agrees that neither LESSEE nor any of LESSEE's officers or employees will indemnify or hold harmless LESSOR against any liability of LESSOR to any third party that may arise during or as a result of this Lease or LESSEE's tenancy.

ARTICLE XIV. NO CONFESSION OF JUDGMENT

- ~~LESSEE does not confess judgment in any suit brought in any court by virtue of executing this Lease.~~

ARTICLE XV. COURT OF CLAIMS

- Any claim or disputed issue arising out of this Lease must be filed exclusively with the Illinois Court of Claims.

ARTICLE XVI. INSURANCE

- LESSOR shall maintain in full force and effect at its sole cost and expense but for the mutual benefit of LESSEE (i) an "all-risk" property insurance policy for the premises and LESSOR'S personal property located in the premises in the amounts of the full replacement values thereof and (ii) a comprehensive general liability insurance policy on an occurrence basis with limits of not less than \$2,000,000 per occurrence.

ARTICLE XVII. CERTIFICATIONS

- Drug Free Workplace. LESSOR certifies that it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this Lease. *See* 30 ILCS 580/1, et seq.
- Americans with Disabilities Act (ADA). The Americans with Disabilities Act and the regulations promulgated thereunder prohibit discrimination against persons with disabilities by the State, whether directly or through contractual agreements, in the provision of any aid, benefit, or service. As a condition of receiving this Lease, LESSOR certifies that the premises and services provided under this Lease are and will continue to be in compliance with the American with Disabilities Act. *See* 42 U.S.C. 12101; 28 CFR 35.130.
- Forced Labor. LESSOR certifies that in accordance with the State Prohibition of Goods from Forced Labor Act that no foreign made equipment, materials, or supplies furnished to the State under the Lease have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction. *See* 30 ILCS 583/1, et seq.
- Child Labor. LESSOR certifies that in accordance with the State Prohibition of Goods from Child Labor Act that no foreign made equipment, materials, or supplies furnished to the State under the Lease have been or will be produced in whole or in part by the labor of any child under the age of 12. *See* 30 ILCS 584/1, et seq.
- Environmental Barriers Act. This Lease is subject to the Environmental Barriers Act. *See* 410 ILCS 25/5(c).
- Educational Loans. LESSOR certifies that neither it, nor any of its principals, is in default on an educational loan as provided in the Educational Loan Default Act. *See* 5 ILCS 385/3.
- International Anti-Boycott Certification Act. LESSOR certifies that neither it, nor any of its principals or substantially-owned affiliated company is participating in or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act. *See* 30 ILCS 582/5.
- Illinois Human Rights Act. LESSOR certifies that it is in compliance with all applicable provisions of the Illinois Human Rights Act and any rules adopted thereunder. *See* 775 ILCS 5/2-105.
- Bribery. LESSOR certifies that neither it nor any of its principals has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor have the LESSOR or its principals made an admission of guilt of such conduct which is a matter of record. *See* 30 ILCS 500/50-5.
- Bid Rigging/Bid Rotating. LESSOR certifies that neither it, nor any of its principals, has been barred from contracting the State or a unit of local government as a result of a violation of Sections 5/33E-3 and 33E-4 of the Criminal Code of 1961. *See* 720 ILCS 5/33E-11.
- Delinquent Payments. LESSOR certifies that it is not delinquent in the payment of any debt to the State. *See* 30 ILCS 500/50-11.

12. Taxpayer Identification. Under penalties of perjury, LESSOR certifies that its correct Federal Taxpayer Identification Number (Social Security Number or Employer Identification Number) is 37-6002170.

13. Real Estate Disclosure Statement. LESSOR certifies that the following persons or entities have an interest or distributive income share in LESSOR that is greater than either (i) 5% of the total interest or distributive income of LESSOR or its parent, or (ii) ~~60% of the Governor's annual salary~~, and LESSOR further certifies that notice has been given to LESSEE or REPRESENTATIVE of any known potential conflict of interest that may arise under the Procurement Code, 30 ILCS 500/50-35. Include name, address, and proportionate or dollar amount of share, as applicable.

N/A

14. Legal Status Disclosure. LESSOR is doing business as (please check one):

- | | |
|---|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Tax-Exempt Hospital or Extended Care Facility |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Corporation Providing or Billing Medical and/or Health Care Services |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Corporation NOT Providing or Billing Medical and/or Health Care Services |
| <input checked="" type="checkbox"/> Governmental Entity | <input type="checkbox"/> Nonresident Alien Individual |
| <input type="checkbox"/> Estate or Legal Trust | <input type="checkbox"/> Foreign Corporation, Partnership, Estate or Trust |
| <input type="checkbox"/> Limited Liability Company—Disregarded Entity, Corporation, or Partnership (circle one) | |
| <input type="checkbox"/> Other: _____ | |

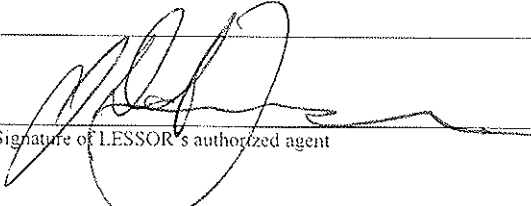
ARTICLE XVIII. GENERAL PROVISIONS

1. This Lease is subject to all applicable laws of the State of Illinois.
2. No amendment, modification, or alteration of the terms hereof shall be binding unless agreed to in a codicil, amendment, rider, or other written agreement signed by LESSOR and LESSEE.
3. To the extent the terms of this Lease conflict with the terms of any previous agreements entered into between LESSOR and LESSEE with respect to the premises described in Article I, the terms of this Lease shall control.

The parties express their mutual assent to the promises and covenants made herein:

LESSOR: _____

LESSEE: *Illinois House of Representatives*

BY: 
Signature of LESSOR's authorized agent

BY: *State Rep.* _____
Signature of REPRESENTATIVE, LESSEE's authorized agent

BY: J. David Zimmerman
Printed Name of LESSOR's authorized agent

BY: *State Rep.* _____
Printed Name of REPRESENTATIVE, LESSEE's authorized agent

TITLE: Tazewell County Board Chairman
Printed Title of LESSOR's authorized agent

TITLE: State Representative

DATED: 03.07.19

DATED: _____

TAXPAYER IDENTIFICATION NUMBER

I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Name: Tazewell County

Taxpayer Identification Number: _____

Social Security Number _____

or

Employer Identification Number 37-6002171

(If you are an individual, enter your name and SSN as it appears on your Social Security Card. If completing this certification for a sole proprietorship, enter the owner's name followed by the name of the business and the owner's SSN or EIN. For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.)

Legal Status (check one):

Individual

Governmental

Sole Proprietor

Nonresident alien

Partnership/Legal Corporation

Estate or trust

Tax-exempt

Pharmacy (Non-Corp.)

Corporation providing or billing medical and/or health care services

Pharmacy/Funeral Home/Cemetery (Corp.)

Corporation NOT providing or billing medical and/or health care services

Limited Liability Company (select applicable tax classification.)

D = disregarded entity

C = corporation

P = partnership

Other: _____

Signature:  Date: 03-07-19

**REAL ESTATE LEASE FORM
DISCLOSURE STATEMENT**

**THIS STATEMENT MUST BE COMPLETED BY THE LESSOR AND SIGNED BY
AN OWNER, AUTHORIZED TRUSTEE, CORPORATE OFFICIAL, OR MANAGING AGENT**

You are required by Illinois Law to complete this form (50 ILCS 105/3.1) The purpose of this form is to determine all of the name(s) of the owner(s) and beneficiary having any interest in the property real or personal of the leased premises. Furthermore, you must disclose the names of any shareholders entitled to receive more than 7 1/2% of the total distributable income of any corporation with an interest in the lease. **FAILURE TO ACCURATELY PROVIDE ALL INFORMATION REQUESTED ON THIS FORM AND TO PROVIDE UPDATED INFORMATION WITHIN 30 DAYS OF ANY CHANGE OF OWNERSHIP MAY RESULT IN A MATERIAL BREACH OF THE LEASE AND/OR CRIMINAL SANCTIONS.**

- I A. Address of Premises 19 S. Capitol Street, Pekin, IL 61554
 B. Real Estate Tax Index Number 04-04-34-438-020

II **INDICATE LESSOR'S INTEREST IN PROPERTY BY CHECKING ALL APPLICABLE BOXES AND COMPLETING PARAGRAPH(S) AS INSTRUCTED. IF ADDITIONAL SPACE IS NEEDED TO PROVIDE THIS INFORMATION, PLEASE ATTACH A SEPARATE SHEET TO THIS FORM.**

FEE SIMPLE (SOLE OWNER, JOINT TENANTS, TENANTS BY THE ENTIRETY, TENANTS IN COMMON)

INSTRUCTIONS: PLEASE LIST NAMES OF ALL OWNERS.

Tazewell County

LEASE HOLDER OR SUBLESSEE

INSTRUCTIONS: PLEASE LIST THE NAMES OF THE LESSOR (AND LESSEE IF YOU ARE A SUBLESSEE). PLEASE INDICATE THE BEGINNING AND ENDING DATES OF TERM OF LEASE OR THE SUB-LEASE.

LAND TRUST OR OTHER TRUST

INSTRUCTIONS: PLEASE LIST THE COMPLETE NAME AND NUMBER OF TRUST AND TRUSTEE'S ADDRESS AND NAMES OF ALL BENEFICIARIES. IF THE PROPERTY IS HELD IN A LAND TRUST, YOU MUST ALSO COMPLETE A LAND TRUST BENEFICIAL INTEREST DISCLOSURE APPLICATION.

OPTION TO PURCHASE, CONTRACT TO PURCHASE OR SIMILAR INTEREST

INSTRUCTIONS: DESCRIBE YOUR INTEREST IN THE PROPERTY FULLY. PLEASE LIST THE PARTIES WHO CURRENTLY OWN THE REAL ESTATE.

OTHER (PLEASE DESCRIBE)

INSTRUCTIONS: LIST THE NAME OF ALL PARTIES WHO HAVE AN OWNERSHIP INTEREST IN THE PROPERTY.

REAL ESTATE LEASE FORM - DISCLOSURE STATEMENT

III IF CORPORATION OR PARTNERSHIP HAS AN INTEREST IN THE LEASE, PLEASE COMPLETE THE APPROPRIATE PARAGRAPH

CORPORATION - INSTRUCTIONS: PLEASE LIST

- The names of the president and secretary: _____
- The name and address of the registered agent: _____
- The names of all shareholders entitled to receive more than 7 1/2% of the total distributable income of the corporation: _____
- The name of the person (s) authorized to execute the contracts on behalf of the corporation : _____

NOTE: IN COMPLETING THIS SECTION, IF THERE IS NO READILY KNOWN INDIVIDUAL HAVING GREATER THAN 7 1/2% INTEREST IN THE CORPORATION AND THE CORPORATION IS PUBLICLY TRADED THEN THE REQUIREMENTS OF THE DISCLOSURE MAY BE MET BY SO STATING.

PARTNERSHIP - INSTRUCTIONS: PLEASE LIST

- The names of all partners (include limited partners if applicable): _____
- If limited partnership, the names and addresses of all general partners: _____

IV THIS PARAGRAPH MUST BE COMPLETED BY ALL PARTIES

ARE ANY OF THE PERSONS LISTED ABOVE ELECTED OR APPOINTED OFFICIALS, EMPLOYEES OF THE STATE OR THE SPOUSE OR MINOR CHILD OF SAME?

NO YES If "YES", explain employment and/or relationship.

V THIS PARAGRAPH MUST BE COMPLETED BY ALL PARTIES

I, _____, state on oath or affirm that I am (title) _____ of (firm/name) _____ and that the disclosure made above is true and correct. I will provide any additional documentation requested by the State of Illinois. I further certify that Lessor has not bribed or attempted to bribe an officer or employee of the State of Illinois.

Signature _____ Date _____

Title _____

NOTARY:

STATE OF ILLINOIS
COUNTY OF _____

I, _____, certify
on _____, 20 ____, _____,
personally appeared before me and swore or affirmed that _____ he _____ signed this
document as _____ of _____
and that the information provided was true and correct.

Notary Public Commission Expires _____

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <u>Wazewell County</u>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. <u>11 S. 4th Street, Suite #120</u>	Requester's name and address (optional) House Fiscal Office - Brynne Scott 403-S Stratton Building Phone 217-557-4629 Fax 217-557-4179
6 City, state, and ZIP code <u>Pekin, IL 61554</u>	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number																				
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Employer identification number																				
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3	7																			

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ <u>03.07.19</u>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1, if the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for...	THEN the payment is exempt for...
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 654 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ³
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ³
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/identitytheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

MEMORANDUM

TO: Members-Elect of the 101st General Assembly
FROM: Justin Cox, Counsel to the Speaker
DATE: December 4, 2018
RE: Legislative District Office Leases

*** * * LEASE DOCUMENTS ATTACHED * * ***

Attached is a Standard Member Lease for your use in leasing legislative district office space, as well as other documents that must be executed by your landlord before State payments can be made.

The Standard Member Lease has been crafted to ensure that the House of Representatives' interests, as well as those of your own, are protected and that you are not agreeing to lease terms that are inconsistent with your authority to contract for district office needs on behalf of the State.

LEASE APPROVAL AND EXECUTION

Before you sign this Standard Member Lease or any other agreement in connection with your rental of legislative district office space, you must submit the lease for review and approval by my office. If your lease does not meet certain requirements, you will be unable to use your district office allotment to make rent payments. NOTE: Republican members should contact Derek Persico with the Office of the House Republican Leader.

Leases for review should be submitted to:

Democratic Members

Justin Cox
Office of the Speaker
408 State Capitol
Springfield, IL 62706
Phone: (217) 782-7600
Fax: (217) 557-7599
jcox@hds.ilga.gov

Republican Members

Derek Persico
Office of House Republican Leader
16W281 83rd St, Suite C,
Burr Ridge, IL 60527
Phone: (630) 325-2028
Fax: (630) 325-2291
dpersico@hrs.ilga.gov

Please be advised that Non-Incumbent Members-Elect cannot execute this standard lease or any other agreement on behalf of the State until you are sworn in on January 9, 2019.

In addition to the lease, the Office of the Comptroller requires certain documentation to be executed by the landlord before payments can be made by the State. These documents are attached and include:

- Real Estate Lease Disclosure Statement;
- Tax Identification Number Form; and
- W-9 Form from the IRS.

After your lease has been approved, you should work directly with the House Fiscal Office to put all of the necessary paperwork in place so that rental payments and other district office expenditures can be paid directly by the State out of your district office account.

LEASE TERMS

The Standard Member Lease makes clear that you are contracting on behalf of the House of Representatives in your official capacity as a State Representative. The Office of the Speaker, the House Fiscal Office, and the Office of the Comptroller will require the inclusion of this term—among others—in any district office lease before payments from the State will be released for your rent.

All Members-Elect should note that you cannot bind a subsequent General Assembly to the terms of your lease, which is why the Standard Member Lease limits the lease period to the final day of the 101st General Assembly (January 13, 2021).

Terms other than those contained in the Standard Member Lease may be agreed upon by you and your landlord, provided that such terms do not exceed your authority to contract for legislative district office needs on behalf of the State. For example, your circumstances may favor a more flexible lease period or you may be willing to take on certain repairs. Please be advised, however, that deviations from the terms of the Standard Member Lease, particularly with regard to the identification of the parties to the lease, could subject you to personal liability for lease obligations. The House of Representatives will not be bound to any lease obligations that are inconsistent with the authority of Members to approve expenditures for their office expenses or are not approved by my office.

Again, to ensure that the House’s interests, as well as those of your own, are protected, please do not sign any lease or other agreement in connection with the rental of legislative district office space without my office’s prior review and approval.

PERSONAL LIABILITY

I would like to take this opportunity to briefly explain the extent of your statutory authority to approve expenditures for legislative district office operations, and to help you understand where the State’s liability may end, and where your personal liability may begin. As in any contractual matter, you may wish to seek the advice of private counsel regarding the extent of your personal liability, if any, in connection with a legislative district office lease.

Section 4 of the General Assembly Compensation Act, 25 ILCS 115/4, authorizes each member of the General Assembly to “approve the expenditure” of up to a certain amount annually for expenses related to legislative duties. Often referred to as a “district office account,” that amount is currently \$69,409.00 per fiscal year for each member of the House. You should be aware, however, that the statutory authority to approve expenditures does not necessarily allow you to bind the State to obligations that are inconsistent with law or the lease. Rather, your account may only be used for certain lawful purposes such as the compensation of one or more legislative assistants and “personal services,” “contractual services,” “commodities,” “printing,” “travel,” “operation of automotive equipment,” and “telecommunications services,” but only as those terms are used or defined *by law*. In pertinent part, the State Finance Act defines “contractual services” to include the following:

...postage and postal charges, ...office conveniences and services, ... *rental of property* or equipment, repair or maintenance of property or equipment including related supplies, equipment, materials, services, replacement fixtures and repair parts, utility service, [and] professional or technical services...

30 ILCS 105/15a (emphasis added). Please also note that Illinois law also provides that these expenditures shall be “*in connection with . . . legislative duties and not in connection with any political campaign.*” 25 ILCS 115/4 (emphasis added).

It is important to understand that the authority to approve a State expenditure pursuant to a legislative district office lease does not necessarily mean that the member can have no personal liability for obligations under the lease, depending on its terms. The attached Standard Member Lease has been drafted to protect members by making it clear that the House of Representatives is the contracting party, and that the member is acting only as an agent for the House in his or her official capacity. Any claims under the Standard Member Lease made by an aggrieved landlord likely would have to be brought against the State in the Court of Claims, so long as the member’s actions in connection with the alleged breach are within the scope of the member’s official duties as a representative in the General Assembly and authority as an agent for the House of Representatives.

However, in the past, some landlords have included lease terms seeking to identify the member as a contracting party *individually*, and not in an official capacity. Such language has the potential of exposing a member to claims that could be brought against him or her individually in the circuit courts of Illinois, including liability for deficiencies in rental payments or other obligations to the extent not paid by the State. For that reason, the House of Representatives’ Standard Member Lease makes clear that the State’s liability for lease obligations is limited by the availability of funds appropriated for that purpose.

While Illinois law does not prohibit members from assuming personal liability in connection with a lease for district office space, it is not advisable for obvious reasons.

RENT PAYMENTS

Rent for legislative district office space leased by the House is paid by the Office of the Comptroller after a voucher for payment is submitted by the House Fiscal Office. Due to the State’s fiscal situation, rent payments may be delayed more than 60 days. Moreover, the first rental payment is likely to be delayed for a longer period of time than subsequent payments. Prior to signing a lease as an agent of the House for rental of legislative district office space, you should make the potential landlord aware of the current delay in rental payments, as late rental payments may be a source of future discontent for the landlord.

In the past, some members have chosen to pay their rental payments with personal or political funds and be reimbursed by the landlord when the delayed payment is received from the State. However, you should be aware that entering into such an arrangement may subject you or your campaign fund to liability. Furthermore, any member using campaign funds to make rent payments cannot be reimbursed from their district office account. As discussed above, you may wish to seek the advice of private counsel regarding the extent of your personal liability, if any.

INSURANCE

The Standard Member lease does not require you to purchase insurance. However, your landlord may seek to require commercial and/or property insurance under the lease or questions regarding insurance may arise if there is property damage or an injury at your district office.

The State has a self-insured general liability plan to cover injuries, damage, and other liabilities arising out of State operations; however, the Department of Central Management Services (“CMS”) has determined this self-insurance plan does not cover injuries, damage, and other liabilities arising out of the operation of the district offices. Therefore, if commercial liability insurance is required under your lease, you will need to purchase such insurance.

Please also be aware that all personal property (*e.g.*, computers, furniture, etc.) *owned* by the State is generally self-insured, meaning the State will fund its replacement if it is damaged or lost.

The State is not responsible for coverage of personal property owned/rented by you or your employees. If you use your own personal property at the district office, you will ultimately be responsible for that property. It is in your best interest to purchase a personal property policy to cover that personal property in case of damage or loss if the property is not already covered under another policy (*e.g.*, a renter’s or homeowner’s policy).

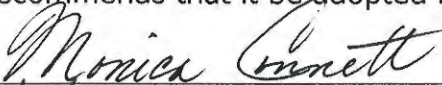
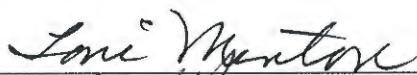
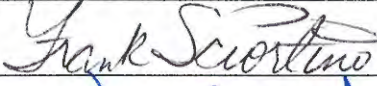
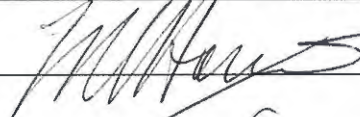
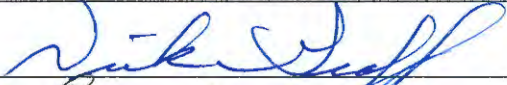
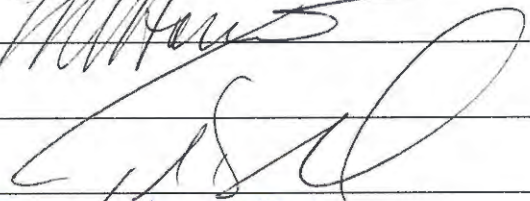

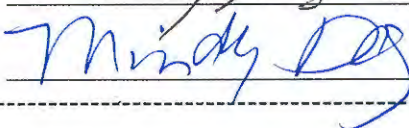
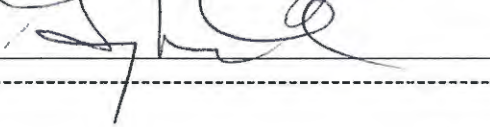
POLITICAL ACTIVITIES

Please be aware that the State Officials and Employees Ethics Act prohibits members and district office employees from soliciting, accepting, or offering campaign contributions on State property, including district office space leased on behalf of the State. Further, the Act prohibits members and district office employees from using any State resources (*e.g.*, State funded computer, phone, or utilities) that may be located at the district office to perform any prohibited political activities, including campaign-related work. Therefore, members and district office employees should not engage in any campaign activities in any portion of a building leased by the State as district office space.

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Human Resources Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, the County's Human Resources Committee recommends to the County Board to approve filling a vacant position for Law Librarian; and

WHEREAS, this position was previously a part time position with 50% funded by County General funds and 50% funded by the Law Library Fee Fund; and

WHEREAS, the replacement will be hired at full time hours and will be funded with 33% of County General funds and 67% funded by the Law Library fee funds; and

WHEREAS, any additional IMRF, FICA or health insurance benefits provided to this position due to its full-time status will be funded by the Law Library fee fund; and

WHEREAS, this position is a Grade 11, non union, non exempt position with pay range of \$14.06 - \$17.59 per hour.

THEREFORE BE IT RESOLVED by the County Board that the Presiding Judge of Tazewell County be authorized to hire a Law Librarian.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Presiding Judge and the Payroll Division of this action.

PASSED THIS 27th DAY OF FEBRUARY, 2019.

ATTEST:



 Tazewell County Clerk



 Tazewell County Board Chairman

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committees have considered the following RESOLUTION and recommends that it be adopted by the Board:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
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RESOLUTION

WHEREAS, the County's Executive Committee recommends the adoption of the attached Resolution authorizing application for Public Transportation Financial Assistance under Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C. § 5311).

WEREAS, the provision of public transit service is essential to the transportation of persons in the non-urbanized area; and

THEREFORE BE IT RESOLVED that the County Board approve this recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Executive Director of We Care, Inc. and the Auditor of this action.

PASSED THIS 27th DAY OF FEBRUARY, 2019.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

**RESOLUTION AUTHORIZING EXECUTION AND AMENDMENT OF
SECTION 5311 GRANT AGREEMENT**

WHEREAS, the provision of public transit service is essential to the transportation of persons in the non-urbanized area; and

WHEREAS, 49 U.S.C. § 5311 ("Section 5311"), makes funds available to the State of Illinois to help offset certain operating deficits and administrative expenses of a system providing public transit service in non-urbanized areas; and

WHEREAS, the State of Illinois, acting by and through the Illinois Department of Transportation, is authorized by 30 ILCS 740/3-1 *et seq.* to provide the Section 5311 grant; and

WHEREAS, grants for said funds will impose certain obligations upon the recipient, including the provision by it of the local share of funds necessary to cover costs not covered by funds provided under Section 5311.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF TAZEWELL COUNTY:

Section 1. That an application be made to the Office of Intermodal Project Implementation, Department of Transportation, State of Illinois, for a financial assistance grant under Section 5311 for fiscal year 2020 for the purpose of off-setting a portion of the Public Transportation Program operating deficits of Tazewell County.

Section 2. That while participating in said operating assistance program, Tazewell County will provide all required local matching funds.

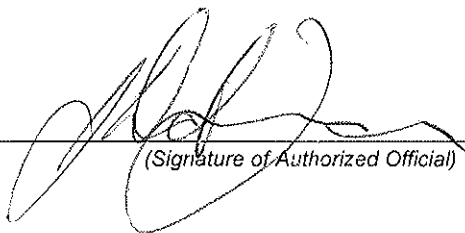
Section 3. That the Tazewell County Board Chairman of the Tazewell County Tazewell County Board is hereby authorized and directed to execute and file on behalf of Tazewell County such application.

Section 4. That the Tazewell County Board Chairman of the Tazewell County Tazewell County Board is authorized to furnish such additional information as may be required by the Office of Intermodal Project Implementation and the Federal Transit Administration in connection with the aforesaid application for said grant.

Section 5. That the Tazewell County Board Chairman of the Tazewell County Tazewell County Board is hereby authorized and directed to execute and file on behalf of Tazewell County a Section 5311 Grant Agreement ("Agreement") with the Illinois Department of Transportation, and amend such Agreement, if necessary, in order to obtain grant assistance under the provisions of Section 5311 for fiscal year 2020.

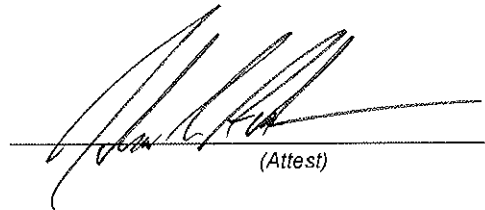
Section 6. That the Tazewell County Board Chairman of the Tazewell County Tazewell County Board is hereby authorized to provide such information and to file such documents as may be required to perform the Agreement and to receive the grant for fiscal year 2020.

PRESENTED and ADOPTED this 27th day of February 2019.



Tazewell County Board Chairman

(Title)



(Attest)

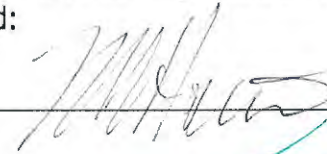
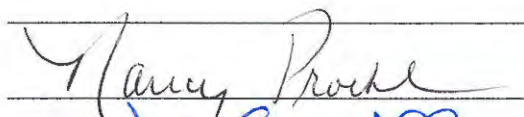
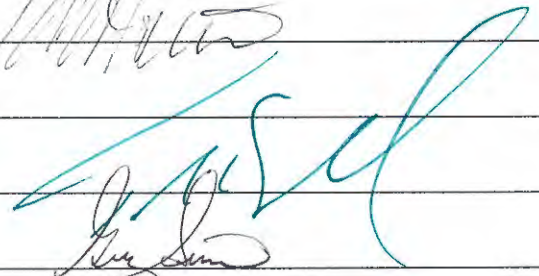
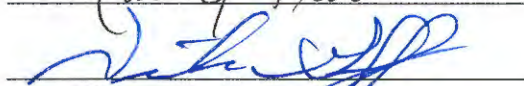
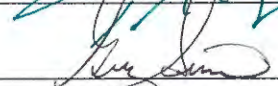
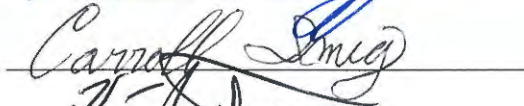
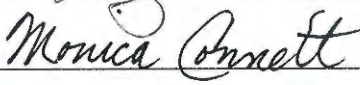
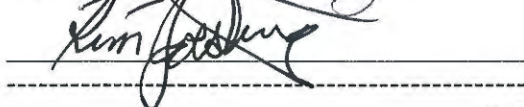

03/07/2019

(Date)

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committees have considered the following RESOLUTION and recommends that it be adopted by the Board:

_____	
	
	
	
	

RESOLUTION


WHEREAS, the County's Executive Committee recommends the adoption of the attached Acceptance of the Special Warranty for We Care, Inc.

THEREFORE BE IT RESOLVED that the County Board approve this recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, We Care, Inc. and the Auditor of this action.

PASSED THIS 27th DAY OF FEBRUARY, 2019.

ATTEST:



 Tazewell County Clerk



 Tazewell County Board Chairman

Acceptance of the Special Warranty

WHEREAS, Section 5311 of the Federal Transit Act of 1964, as amended, makes funds available to help offset certain operating deficits of a system providing public transit service in non-urbanized areas; and

WHEREAS, 49 U.S.C. § 5333(b) requires that fair and equitable arrangements must be made to protect the interests of employees affected by such assistance as a condition of receipt of funds under Section 5311; and

WHEREAS a simplified process for assuring employee protections that accommodates the needs of participants in the Section 5311 program has been agreed upon by the U.S. Department of Labor and the U.S. Department of Transportation by allowing execution of a Special Section 5333(b) Warranty for Section 5311 projects (Special Warranty), which the Secretary of Labor certified on May 31, 1979;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF Tazewell County:

Section 1. That an application be made to the Division of Public Transportation, Department of Transportation, State of Illinois, for a financial assistance grant under Section 5311 of the Federal Transit Act of 1964, as amended.

Section 2. As a condition of the receipt of Section 5311 funds, Tazewell County hereby agrees in writing to the terms and conditions of the Special Warranty (attached) regarding fair and equitable arrangements to protect the interests of employees affected by such assistance.

PASSED by the Tazewell County on the 27th day of February, 2019.
Officer or Official of Applicant



Signature of Authorized Official

Tazewell County Board Chairman

Title

03-07-19

Date

Office of Labor-Management Standards (OLMS)

SPECIAL WARRANTY ARRANGEMENT

**For Application to Other Than Urbanized and Over-the-Road Bus Accessibility Projects
PURSUANT TO SECTION 5333(b) OF TITLE 49 OF THE U.S. CODE, CHAPTER 53
January 3, 2011**

The following language shall be made part of the contract of assistance by reference in the Federal Transit Administration's Master Agreement as signed by the grantee:

The terms and conditions set forth below shall apply for the protection of the transportation-related employees in the transportation service area of the Project. As a precondition of the release of assistance by the Grantee/State Agency to any Recipient under the grant, the Grantee shall bind the Recipient to these obligations by incorporating this arrangement into the contract of assistance between the Grantee and the Recipient(s), by reference. If a Grantee fails to comply with the terms of the Warranty and fails to bind a Recipient as a precondition to the release of funds, the Grantee will be a guarantor of the required protections and the Grantee will be required to act as if it were the Recipient of funds unless and until the Grantee is able to secure the retroactive agreement of the Recipient to be bound by the terms of the Warranty.

These protective arrangements are intended for the benefit of transit employees in the service area of the project, who are considered as third-party beneficiaries to the employee protective arrangements incorporated by referenced in the grant contract between the U.S. Department of Transportation and the Grantee, and the parties to the contract so signify by executing that contract. Transit employees are also third party beneficiaries to the protective arrangements incorporated in subsequent contracts of assistance between the Grantee and any Recipient. Employees, or their representative, may assert claims with respect to the protective arrangements under this provision. This clause creates no independent cause of action against the United States Government.

The term "service area," as used herein, includes the geographic area over which the Project is operated and the area whose population is served by the Project, including adjacent areas affected by the Project. The term "Union," as used herein, shall refer to any labor organization representing employees providing public transportation services in the service area of a Project assisted under the grant. The term "employee," as used herein, shall include individuals who may or may not be represented by a Union. The term "Recipient," as used herein, shall refer to any employer(s) receiving transportation assistance under the grant. The term "Grantee," as used herein, shall refer to the applicant for assistance; a Grantee which receives assistance is also a Recipient.

Where the Department of Labor (the Department) deems it necessary to modify the requirements of this Special Warranty Arrangement so that a particular Grantee or Recipient can continue to satisfy the requirements of the statute, the Department will issue a supplementary certification letter setting forth the alternative provisions to be included in the contract of assistance between the Grantee and FTA, by reference. These terms will be made binding upon the particular Grantee or Recipient, along with these terms and conditions, for each subsequent grant of assistance until withdrawn in writing by the Department.

- (1) The Project shall be carried out in such a manner and upon such terms and conditions as will not adversely affect employees of the Recipient and of any other surface public transportation provider in the transportation service area of the Project. It shall be an obligation of the Recipient to assure that any and all transportation services assisted by the Project are contracted for and operated in such a manner that they do not impair the rights and interests of affected employees. The term "Project," as used herein, shall not

be limited to the particular facility, service, or operation assisted by Federal funds, but shall include any changes, whether organizational, operational, technological, or otherwise, which are a result of the assistance provided. The phrase "as a result of the Project," shall, when used in this arrangement, include events related to the Project occurring in anticipation of, during, and subsequent to the Project and any program of efficiencies or economies related thereto; provided, however, that volume rises and falls of business, or changes in volume and character of employment brought about solely by causes other than the Project (including any economies or efficiencies unrelated to the Project) are not within the purview of this arrangement.

An employee covered by this arrangement, who is not dismissed, displaced or otherwise worsened in his/her position with regard to employment as a result of the Project, but who is dismissed, displaced or otherwise worsened solely because of the total or partial termination of the Project or exhaustion of Project funding shall not be deemed eligible for a dismissal or displacement allowance within the meaning of paragraphs (6) and (7) of this arrangement.

- (2) Where employees of a Recipient are represented for collective bargaining purposes, all Project services provided by that Recipient shall be provided under and in accordance with any collective bargaining agreement applicable to such employees which is then in effect. This Arrangement does not create any collective bargaining relationship where one does not already exist or between any Recipient and the employees of another employer. Where the Recipient has no collective bargaining relationship with the Unions representing employees in the service area, the Recipient will not take any action which impairs or interferes with the rights, privileges, and benefits and/or the preservation or continuation of the collective bargaining rights of such employees.
- (3) All rights, privileges, and benefits (including pension rights and benefits) of employees covered by this arrangement (including employees having already retired) under existing collective bargaining agreements or otherwise, or under any revision or renewal thereof, shall be preserved and continued; provided, however, that such rights, privileges and benefits which are not foreclosed from further bargaining under applicable law or contract may be modified by collective bargaining and agreement by the Recipient and the Union involved to substitute other rights, privileges and benefits. Unless otherwise provided, nothing in this arrangement shall be deemed to restrict any rights the Recipient may otherwise have to direct the working forces and manage its business as it deemed best, in accordance with the applicable collective bargaining agreement.
- (4) The collective bargaining rights of employees covered by this arrangement, including the right to arbitrate labor disputes and to maintain union security and checkoff arrangements, as provided by applicable laws, policies and/or existing collective bargaining agreements, shall be preserved and continued. Provided, however, that this provision shall not be interpreted so as to require the Recipient to retain any such rights which exist by virtue of a collective bargaining agreement after such agreement is no longer in effect.

The Recipient agrees that it will bargain collectively with the Union or otherwise arrange for the continuation of collective bargaining, and that it will enter into agreements with the Union or arrange for such agreements to be entered into, relative to all subjects which are or may be proper subjects of collective bargaining. If, at any time, applicable law or contracts permit or grant to employees covered by this arrangement the right to utilize any economic measures, nothing in this arrangement shall be deemed to foreclose the exercise of such right.

- (5)(a) The Recipient shall provide to all affected employees sixty (60) days' notice of intended actions which may result in displacements or dismissals or rearrangements of the working forces as a result of the Project. In the case of employees represented by a Union, such notice shall be provided by certified mail through their representatives. The notice shall contain a full and adequate statement of the proposed changes, and an estimate of the number of employees affected by the intended changes, and the number and classifications of any jobs within the jurisdiction and control of the Recipient, including those in the employment of any entity bound by this arrangement pursuant to paragraph (21), available to be filled by such affected employees.
- (5)(b) The procedures of this subparagraph shall apply to cases where notices involve employees represented by a Union for collective bargaining purposes. At the request of either the Recipient or the representatives of such employees, negotiations for the purposes of reaching agreement with respect to the application of the terms and conditions of this arrangement shall commence immediately. These negotiations shall include determining the selection of forces from among the mass transportation employees who may be affected as a result of the Project, to establish which such employees shall be offered employment for which they are qualified or can be trained. If no agreement is reached within twenty (20) days from the commencement of negotiations, any party to the dispute may submit the matter to dispute settlement procedures in accordance with paragraph (15) of this arrangement. Unless the parties otherwise mutually agree in writing, no change in operations, services, facilities or equipment within the purview of this paragraph (5) shall occur until after either:
- 1) an agreement with respect to the application of the terms and conditions of this arrangement to the intended change(s) is reached;
 - 2) the decision of the arbitrator has been rendered pursuant to this subparagraph (b); or
 - 3) an arbitrator selected pursuant to Paragraph (15) of this arrangement determines that the intended change(s) may be instituted prior to the finalization of implementing arrangements.
- (5)(c) In the event of a dispute as to whether an intended change within the purview of this paragraph (5) may be instituted at the end of the 60-day notice period and before an implementing agreement is reached or a final arbitration decision is rendered pursuant to subparagraph (b), any involved party may immediately submit that issue to arbitration under paragraph (15) of this arrangement. In any such arbitration, the arbitrator shall rely upon the standards and criteria utilized by the Surface Transportation Board (and its predecessor agency, the Interstate Commerce Commission) to address the "preconsummation" issue in cases involving employee protections pursuant to 49 U.S.C. Section 11326 (or its predecessor, Section 5(2)(f) of the Interstate Commerce Act, as amended). If the Recipient demonstrates, as a threshold matter in any such arbitration, that the intended action is a trackage rights, lease proceeding or similar transaction, and not a merger, acquisition, consolidation, or other similar transaction, the burden shall then shift to the involved labor organization(s) to prove that under the standards and criteria referenced above, the intended action should not be permitted to be instituted prior to the effective date of a negotiated or arbitrated implementing agreement. If the Recipient fails to demonstrate that the intended action is a trackage rights, lease proceeding, or similar transaction, it shall be the burden of the Recipient to prove that under the standards and criteria referenced above, the intended action should be permitted to be instituted prior to the effective date of a negotiated or arbitrated implementing agreement. For purposes of any such arbitration, the time period within which the parties are to respond to the list of potential arbitrators submitted by the American Arbitration Association Service shall be five (5) days, the notice of hearing may be given orally or by facsimile, the hearing will be held promptly, the award of the arbitrator shall be rendered promptly and, unless otherwise agreed to by the parties,

no later than fourteen (14) days from the date of closing the hearings, with five (5) additional days for mailing if post hearing briefs are requested by either party. The intended change shall not be instituted during the pendency of any arbitration proceedings under this subparagraph (c).

- (5)(d) If an intended change within the purview of this paragraph (5) is instituted before an implementing agreement is reached or a final arbitration decision is rendered pursuant to subparagraph (b), all employees affected shall be kept financially whole, as if the noticed and implemented action has not taken place, from the time they are affected until the effective date of an implementing agreement or final arbitration decision. This protection shall be in addition to the protective period defined in paragraph (14) of this arrangement, which period shall begin on the effective date of the implementing agreement or final arbitration decision rendered pursuant to subparagraph (b).

An employee selecting, bidding on, or hired to fill any position established as a result of a noticed and implemented action prior to the consummation of an implementing agreement or final arbitration decision shall accumulate no benefits under this arrangement as a result thereof during that period prior to the consummation of an implementing agreement or final arbitration decision pursuant to subparagraph (b).

- (6)(a) Whenever an employee, retained in service, recalled to service, or employed by the Recipient pursuant to paragraphs (5), (7)(e), or (18) hereof is placed in a worse position with respect to compensation as a result of the Project, the employee shall be considered a "displaced employee", and shall be paid a monthly "displacement allowance" to be determined in accordance with this paragraph. Said displacement allowance shall be paid each displaced employee during the protective period so long as the employee is unable, in the exercise of his/her seniority rights, to obtain a position producing compensation equal to or exceeding the compensation the employee received in the position from which the employee was displaced, adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for.
- (6)(b) The displacement allowance shall be a monthly allowance determined by computing the total compensation received by the employee, including vacation allowances and monthly compensation guarantees, and his/her total time paid for during the last twelve (12) months in which the employee performed compensated service more than fifty per centum of each such months, based upon the employee's normal work schedule, immediately preceding the date of his/her displacement as a result of the Project, and by dividing separately the total compensation and the total time paid for by twelve, thereby producing the average monthly compensation and the average monthly time paid for. Such allowance shall be adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for. If the displaced employee's compensation in his/her current position is less in any month during his/her protective period than the aforesaid average compensation (adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for), the employee shall be paid the difference, less compensation for any time lost on account of voluntary absences to the extent that the employee is not available for service equivalent to his/her average monthly time, but the employee shall be compensated in addition thereto at the rate of the current position for any time worked in excess of the average monthly time paid for. If a displaced employee fails to exercise his/her seniority rights to secure another position to which the employee is entitled under the then existing collective bargaining agreement, and which carries a wage rate and compensation exceeding that of the position which the employee elects to retain, the employee

shall thereafter be treated, for the purposes of this paragraph, as occupying the position the employee elects to decline.

(6)(c) The displacement allowance shall cease prior to the expiration of the protective period in the event of the displaced employee's resignation, death, retirement, or dismissal for cause in accordance with any labor agreement applicable to his/her employment.

(7)(a) Whenever any employee is laid off or otherwise deprived of employment as a result of the Project, in accordance with any collective bargaining agreement applicable to his/her employment, the employee shall be considered a "dismissed employee" and shall be paid a monthly dismissal allowance to be determined in accordance with this paragraph. Said dismissal allowance shall first be paid each dismissed employee on the thirtieth (30th) day following the day on which the employee is "dismissed" and shall continue during the protective period, as follow:

Employee's length of service prior to adverse effect	Period of protection equivalent period
1 day to 6 years	6 years
6 years or more	6 years

The monthly dismissal allowance shall be equivalent to one-twelfth (1/12th) of the total compensation received by the employee in the last twelve (12) months of his/her employment in which the employee performed compensation service more than fifty per centum of each such month based on the employee's normal work schedule to the date on which the employee was first deprived of employment as a result of the Project. Such allowance shall be adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for.

(7)(b) An employee shall be regarded as deprived of employment and entitled to a dismissal allowance when the position the employee holds is abolished as a result of the Project, or when the position the employee holds is not abolished but the employee loses that position as a result of the exercise of seniority rights by an employee whose position is abolished as a result of the Project or as a result of the exercise of seniority rights by other employees brought about as a result of the Project, and the employee is unable to obtain another position, either by the exercise of the employee's seniority rights, or through the Recipient, in accordance with subparagraph (e). In the absence of proper notice followed by an agreement or decision pursuant to paragraph (5) hereof, no employee who has been deprived of employment as a result of the Project shall be required to exercise his/her seniority rights to secure another position in order to qualify for a dismissal allowance hereunder.

(7)(c) Each employee receiving a dismissal allowance shall keep the Recipient informed as to his/her current address and the current name and address of any other person by whom the employee may be regularly employed, or if the employee is self-employed.

(7)(d) The dismissal allowance shall be paid to the regularly assigned incumbent of the position abolished. If the position of an employee is abolished when the employee is absent from service, the employee will be entitled to the dismissal allowance when the employee is available for service. The employee temporarily filling said position at the time it was abolished will be given a dismissal allowance on the basis of that position, until the regular employee is available for service, and thereafter shall revert to the employee's previous status and will be given the protections of the agreement in said position, if any are due him/her.

- (7)(e) An employee receiving a dismissal allowance shall be subject to call to return to service by the employee's former employer; notification shall be in accordance with the terms of the then-existing collective bargaining agreement if the employee is represented by a union. Prior to such call to return to work by his/her employer, the employee may be required by the Recipient to accept reasonably comparable employment for which the employee is physically and mentally qualified, or for which the employee can become qualified after a reasonable training or retraining period, provided it does not require a change in residence or infringe upon the employment rights of other employees under then-existing collective bargaining agreements.
- (7)(f) When an employee who is receiving a dismissal allowance again commences employment in accordance with subparagraph (e) above, said allowance shall cease while the employee is so reemployed, and the period of time during which the employee is so reemployed shall be deducted from the total period for which the employee is entitled to receive a dismissal allowance. During the time of such reemployment, the employee shall be entitled to the protections of this arrangement to the extent they are applicable.
- (7)(g) The dismissal allowance of any employee who is otherwise employed shall be reduced to the extent that the employee's combined monthly earnings from such other employment or self-employment, any benefits received from any unemployment insurance law, and his/her dismissal allowance exceed the amount upon which the employee's dismissal allowance is based. Such employee, or his/her union representative, and the Recipient shall agree upon a procedure by which the Recipient shall be kept currently informed of the earnings of such employee in employment other than with the employee's former employer, including self-employment, and the benefits received.
- (7)(h) The dismissal allowance shall cease prior to the expiration of the protective period in the event of the failure of the employee without good cause to return to service in accordance with the applicable labor agreement, or to accept employment as provided under subparagraph (e) above, or in the event of the employee's resignation, death, retirement, or dismissal for cause in accordance with any labor agreement applicable to his/her employment.
- (7)(i) A dismissed employee receiving a dismissal allowance shall actively seek and not refuse other reasonably comparable employment offered him/her for which the employee is physically and mentally qualified and does not require a change in the employee's place of residence. Failure of the dismissed employee to comply with this obligation shall be grounds for discontinuance of the employee's allowance; provided that said dismissal allowance shall not be discontinued until final determination is made either by agreement between the Recipient and the employee or his/her representative, or by final arbitration decision rendered in accordance with paragraph (15) of this arrangement that such employee did not comply with this obligation.
- (8) In determining length of service of a displaced or dismissed employee for purposes of this arrangement, such employee shall be given full service credits in accordance with the records and labor agreements applicable to him/her and the employee shall be given additional service credits for each month in which the employee receives a dismissal or displacement allowance as if the employee were continuing to perform services in his/her former position.

- (9) No employee shall be entitled to either a displacement or dismissal allowance under paragraphs (6) or (7) hereof because of the abolishment of a position to which, at some future time, the employee could have bid, been transferred, or promoted.
- (10) No employee receiving a dismissal or displacement allowance shall be deprived, during the employee's protected period, of any rights, privileges, or benefits attaching to his/her employment, including, without limitation, group life insurance, hospitalization and medical care, free transportation for the employee and the employee's family, sick leave, continued status and participation under any disability or retirement program, and such other employee benefits as Railroad Retirement, Social Security, Workmen's Compensation, and unemployment compensation, as well as any other benefits to which the employee may be entitled under the same conditions and so long as such benefits continue to be accorded to other employees of the bargaining unit, in active service or furloughed as the case may be.
- (11)(a) Any employee covered by this arrangement who is retained in the service of his/her employer, or who is later restored to service after being entitled to receive a dismissal allowance, and who is required to change the point of his/her employment in order to retain or secure active employment with the Recipient in accordance with this arrangement, and who is required to move his/her place of residence, shall be reimbursed for all expenses of moving his/her household and other personal effects, for the traveling expenses for the employee and members of the employee's immediate family, including living expenses for the employee and the employee's immediate family, and for his/her own actual wage loss during the time necessary for such transfer and for a reasonable time thereafter, not to exceed five (5) working days. The exact extent of the responsibility of the Recipient under this paragraph, and the ways and means of transportation, shall be agreed upon in advance between the Recipient and the affected employee or the employee's representatives.
- (11)(b) If any such employee is laid off within three (3) years after changing his/her point of employment in accordance with paragraph (a) hereof, and elects to move his/her place of residence back to the original point of employment, the Recipient shall assume the expenses, losses and costs of moving to the same extent provided in subparagraph (a) of this paragraph (11) and paragraph (12)(a) hereof.
- (11)(c) No claim for reimbursement shall be paid under the provisions of this paragraph unless such claim is presented to the Recipient in writing within ninety (90) days after the date on which the expenses were incurred.
- (11)(d) Except as otherwise provided in subparagraph (b), changes in place of residence, subsequent to the initial changes as a result of the Project, which are not a result of the Project but grow out of the normal exercise of seniority rights, shall not be considered within the purview of this paragraph.
- (12)(a) The following conditions shall apply to the extent they are applicable in each instance to any employee who is retained in the service of the employer (or who is later restored to service after being entitled to receive a dismissal allowance), who is required to change the point of his/her employment as a result of the Project, and is thereby required to move his/her place of residence.

If the employee is under a contract to purchase his/her home, the Recipient shall protect the employee against loss under such contract, and in addition, shall relieve the employee from any further obligation thereunder.

If the employee holds an unexpired lease of a dwelling occupied as the employee's home, the Recipient shall protect the employee from all loss and cost in securing the cancellation of said lease.

- (12)(b) No claim for loss shall be paid under the provisions of this paragraph unless such claim is presented to the Recipient in writing within one year after the effective date of the change in residence.
- (12)(c) Should a controversy arise in respect to the value of the home, the loss sustained in its sale, the loss under a contract for purchase, loss and cost in securing termination of a lease, or any other question in connection with these matters, it shall be decided through a joint conference between the employee, or his/her union, and the Recipient. In the event they are unable to agree, the dispute or controversy may be referred by the Recipient or the union to a board of competent real estate appraisers selected in the following manner: one (1) to be selected by the representatives of the employee, and one (1) by the Recipient, and these two, if unable to agree within thirty (30) days upon the valuation, shall endeavor by agreement with ten (10) days thereafter to select a third appraiser or to agree to a method by which a third appraiser shall be selected, and failing such agreement, either party may request the State and local Board of Real Estate Commissioners to designate within ten (10) days a third appraiser, whose designation will be binding upon the parties and whose jurisdiction shall be limited to determination of the issues raised in this paragraph only. A decision of a majority of the appraisers shall be required and said decision shall be final, binding, and conclusive. The compensation and expenses of the neutral appraiser including expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the compensation of the appraiser selected by such party.
- (12)(d) Except as otherwise provided in paragraph (11)(b) hereof, changes in place of residence, subsequent to the initial changes as a result of the Project, which are not a result of the Project but grow out of the normal exercise of seniority rights, shall not be considered within the purview of this paragraph.
- (12)(e) "Change in residence" means transfer to a work location which is either (A) outside a radius of twenty (20) miles of the employee's former work location and farther from the employee's residence than was his/her former work location, or (B) is more than thirty (30) normal highway route miles from the employee's residence and also farther from his/her residence than was the employee's former work location.
- (13)(a) A dismissed employee entitled to protection under this arrangement may, at the employee's option within twenty-one (21) days of his/her dismissal, resign and (in lieu of all other benefits and protections provided in this arrangement) accept a lump sum payment computed in accordance with section (9) of the Washington Job Protection Agreement of May 1936:

Length of Service	Separation Allowance
1 year and less than 2 years	3 months' pay
2 " " " " 3 "	6 " "
3 " " " " 5 "	9 " "
5 " " " " 10 "	12 " "
10 " " " " 15 "	12 " "
15 " " over	12 " "

In the case of an employee with less than one year's service, five days' pay, computed by multiplying by 5 the normal daily earnings (including regularly

scheduled overtime, but excluding other overtime payments) received by the employee in the position last occupied, for each month in which the employee performed service, will be paid as the lump sum.

Length of service shall be computed as provided in Section 7(b) of the Washington Job Protection Agreement, as follows:

For the purposes of this arrangement, the length of service of the employee shall be determined from the date the employee last acquired an employment status with the employing carrier and the employee shall be given credit for one month's service for each month in which the employee performed any service (in any capacity whatsoever) and twelve (12) such months shall be credited as one year's service. The employment status of an employee shall not be interrupted by furlough in instances where the employee has a right to and does return to service when called. In determining length of service of an employee acting as an officer or other official representative of an employee organization, the employee will be given credit for performing service while so engaged on leave of absence from the service of a carrier.

- (13)(b) One month's pay shall be computed by multiplying by 30 the normal daily earnings (including regularly scheduled overtime, but excluding other overtime payments) received by the employee in the position last occupied prior to time of the employee's dismissal as a result of the Project.
- (14) Whenever used herein, unless the context requires otherwise, the term "protective period" means that period of time during which a displaced or dismissed employee is to be provided protection hereunder and extends from the date on which an employee is displaced or dismissed to the expiration of six (6) years therefrom, provided, however, that the protective period for any particular employee during which the employee is entitled to receive the benefits of these provisions shall not continue for a longer period following the date the employee was displaced or dismissed than the employee's length of service, as shown by the records and labor agreements applicable to his/her employment prior to the date of the employee's displacement or dismissal.
- (15)(a) In the event that employee(s) are represented by a Union, any dispute, claim, or grievance arising from or relating to the interpretation, application or enforcement of the provisions of this arrangement, not otherwise governed by paragraph 12(c), the Labor-Management Relations Act, as amended, the Railway Labor Act, as amended, or by impasse resolution provisions in a collective bargaining or protective arrangement involving the Recipient and the Union, which cannot be settled by the parties thereto within thirty (30) days after the dispute or controversy arises, may be referred by any such party to any final and binding disputes settlement procedure acceptable to the parties. In the event they cannot agree upon such procedure, the dispute, claim, or grievance may be submitted at the written request of the Recipient or the Union to final and binding arbitration. Should the parties be unable to agree upon the selection of a neutral arbitrator within ten (10) days, any party may request the American Arbitration Association to furnish, from among arbitrators who are then available to serve, five (5) arbitrators from which a neutral arbitrator shall be selected. The parties shall, within five (5) days after the receipt of such list, determine by lot the order of elimination and thereafter each shall, in that order, alternately eliminate one name until only one name remains. The remaining person on the list shall be the neutral arbitrator. Unless otherwise provided, in the case of arbitration proceedings, under paragraph (5) of this arrangement, the arbitration shall commence within fifteen (15) days after selection or appointment of the neutral arbitrator, and the decision shall be rendered within

forty-five (45) days after the hearing of the dispute has been concluded and the record closed. The decision shall be final and binding. All the conditions of the arrangement shall continue to be effective during the arbitration proceedings.

- (15)(b) The compensation and expenses of the neutral arbitrator, and any other jointly incurred expenses, shall be borne equally by the Union(s) and Recipient, and all other expenses shall be paid by the party incurring them.
- (15)(c) In the event that employee(s) are not represented by a Union, any dispute, claim, or grievance arising from or relating to the interpretation, application or enforcement of the provisions of this arrangement which cannot be settled by the Recipient and the employee(s) within thirty (30) days after the dispute or controversy arises, may be referred by any such party to any final and binding dispute settlement procedure acceptable to the parties, or in the event the parties cannot agree upon such a procedure, the dispute or controversy may be referred to the Secretary of Labor for a final and binding determination.
- (15)(d) In the event of any dispute as to whether or not a particular employee was affected by the Project, it shall be the obligation of the employee or the representative of the employee to identify the Project and specify the pertinent facts of the Project relied upon. It shall then be the burden of the Recipient to prove that factors other than the Project affected the employee. The claiming employee shall prevail if it is established that the Project had an effect upon the employee even if other factors may also have affected the employee. (See Hodgson's Affidavit in Civil Action No. 825-71).
- (16) The Recipient will be financially responsible for the application of these conditions and will make the necessary arrangements so that any employee covered by this arrangement may file a written claim of its violation, through the Union, or directly if the employee is outside the bargaining unit, with the Recipient within sixty (60) days of the date the employee is terminated or laid off as a result of the Project, or within eighteen (18) months of the date the employee's position with respect to his/her employment is otherwise worsened as a result of the Project. In the latter case, if the events giving rise to the claim have occurred over an extended period, the 18-month limitation shall be measured from the last such event. No benefits shall be payable for any period prior to six (6) months from the date of the filing of any claim. Unless such claims are filed with the Recipient within said time limitations, the Recipient shall thereafter be relieved of all liabilities and obligations related to the claim.

The Recipient will fully honor the claim, making appropriate payments, or will give notice to the claimant or his/her representative of the basis for denying or modifying such claim, giving reasons therefore. If the Recipient fails to honor such claim, the Union or non-bargaining unit employee may invoke the following procedures for further joint investigation of the claim by giving notice in writing. Within ten (10) days from the receipt of such notice, the parties shall exchange such factual material as may be requested of them relevant to the disposition of the claim and shall jointly take such steps as may be necessary or desirable to obtain from any third party such additional factual materials as may be relevant. In the event the Recipient rejects the claim, the claim may be processed to arbitration as hereinabove provided by paragraph (15).

- (17) Nothing in this arrangement shall be construed as depriving any employee of any rights or benefits which such employee may have under existing employment or collective bargaining agreements or otherwise; provided that there shall be no duplication of benefits to any employee, and, provided further, that any benefit

under this arrangement shall be construed to include the conditions, responsibilities, and obligations accompanying such benefit. This arrangement shall not be deemed a waiver of any rights of any Union or of any represented employee derived from any other agreement or provision of federal, state or local law.

- (18) During the employee's protective period, a dismissed employee shall, if the employee so requests, in writing, be granted priority of employment or reemployment to fill any vacant position within the jurisdiction and control of the Recipient reasonably comparable to that which the employee held when dismissed, including those in the employment of any entity bound by this arrangement pursuant to paragraph (21) herein, for which the employee is, or by training or retraining can become, qualified; not, however, in contravention of collective bargaining agreements related thereto. In the event such employee requests such training or re-training to fill such vacant position, the Recipient shall provide for such training or re-training at no cost to the employee. The employee shall be paid the salary or hourly rate provided for in the applicable collective bargaining agreement or otherwise established in personnel policies or practices for such position, plus any displacement allowance to which the employee may be otherwise entitled. If such dismissed employee who has made such request fails, without good cause, within ten (10) days to accept an offer of a position comparable to that which the employee held when dismissed for which the employee is qualified, or for which the employee has satisfactorily completed such training, the employee shall, effective at the expiration of such ten-day period, forfeit all rights and benefits under this arrangement.

As between employees who request employment pursuant to this paragraph, the following order where applicable shall prevail in hiring such employees:

- (a) Employees in the craft or class of the vacancy shall be given priority over employees without seniority in such craft or class;
 - (b) As between employees having seniority in the craft or class of the vacancy, the senior employees, based upon their service in that craft or class, as shown on the appropriate seniority roster, shall prevail over junior employees;
 - (c) As between employees not having seniority in the craft or class of the vacancy, the senior employees, based upon their service in the crafts or classes in which they do have seniority as shown on the appropriate seniority rosters, shall prevail over junior employees.
- (19) The Recipient will post, in a prominent and accessible place, a notice stating that the Recipient has received federal assistance under the Federal Transit statute and has agreed to comply with the provisions of 49 U.S.C., Section 5333(b). This notice shall also specify the terms and conditions set forth herein for the protection of employees. The Recipient shall maintain and keep on file all relevant books and records in sufficient detail as to provide the basic information necessary to the proper application, administration, and enforcement of this arrangement and to the proper determination of any claims arising thereunder.
- (20) In the event the Project is approved for assistance under the statute, the foregoing terms and conditions shall be made part of the contract of assistance between the federal government and the applicant for federal funds and between the applicant and any recipient of federal funds; provided, however, that this arrangement shall not merge into the contract of assistance, but shall be independently binding and enforceable by and upon the parties thereto, and by any covered employee or his/her representative, in accordance with its terms, nor shall any other employee

protective agreement merge into this arrangement, but each shall be independently binding and enforceable by and upon the parties thereto, in accordance with its terms.

- (21) This arrangement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by reason of the arrangements made by or for the Recipient to manage and operate the system.

Any person, enterprise, body, or agency, whether publicly - or privately-owned, which shall undertake the management, provision and/or operation of the Project services or the Recipient's transit system, or any part or portion thereof, under contractual arrangements of any form with the Recipient, its successors or assigns, shall agree to be bound by the terms of this arrangement and accept the responsibility with the Recipient for full performance of these conditions. As a condition precedent to any such contractual arrangements, the Recipient shall require such person, enterprise, body or agency to so agree.


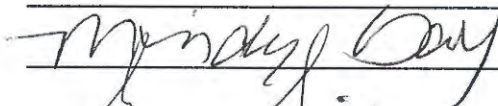
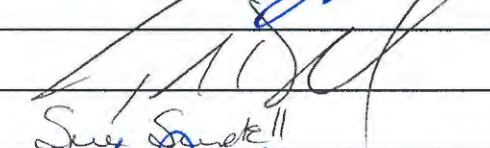
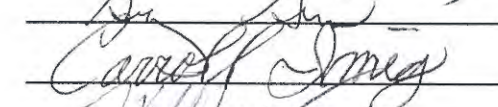
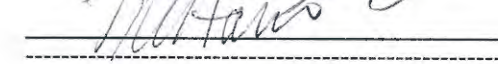
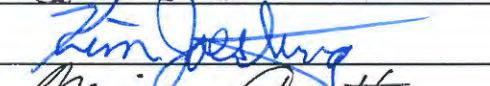
- (22) In the event of the acquisition, assisted with Federal funds, of any transportation system or services, or any part or portion thereof, the employees of the acquired entity shall be assured employment, in comparable positions, within the jurisdiction and control of the acquiring entity, including positions in the employment of any entity bound by this arrangement pursuant to paragraph (21). All persons employed under the provisions of this paragraph shall be appointed to such comparable positions without examination, other than that required by applicable federal, state or federal law or collective bargaining agreement, and shall be credited with their years of service for purposes of seniority, vacations, and pensions in accordance with the records of their former employer and/or any applicable collective bargaining agreements.
- (23) The employees covered by this arrangement shall continue to receive any applicable coverage under Social Security, Railroad Retirement, Workmen's Compensation, unemployment compensation, and the like. In no event shall these benefits be worsened as a result of the Project.
- (24) In the event any provision of this arrangement is held to be invalid, or otherwise unenforceable under the federal, state, or local law, in the context of a particular Project, the remaining provisions of this arrangement shall not be affected and the invalid or unenforceable provision shall be renegotiated by the Recipient and the interested Union representatives, if any, of the employees involved for purpose of adequate replacement under Section 5333(b). If such negotiation shall not result in mutually satisfactory agreement any party may invoke the jurisdiction of the Secretary of Labor to determine substitute fair and equitable employee protective arrangements for application only to the particular Project, which shall be incorporated in this arrangement only as applied to that Project, and any other appropriate action, remedy, or relief.
- (25) If any employer of the employees covered by this arrangement shall have rearranged or adjusted its forces in anticipation of the Project, with the effect of depriving an employee of benefits to which the employee should be entitled under this arrangement, the provisions of this arrangement shall apply to such employee as of the date when the employee was so affected.

5333(b) Warranty Language Last Updated by US DOL: 9-29-14

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

_____	
_____	_____
	
	Sue Swetell
	
_____	Monica Chnett

RESOLUTION

WHEREAS, the Executive Committee recommends to the County Board to authorize the 1st quarterly payment for 2019 per the agreement between Tazewell County and the Greater Peoria Economic Development Council; and

WHEREAS, Resolution E-18-108 was approved in November 2018 approving an agreement with GPEDC for twelve months encompassing calendar year 2019; and


WHEREAS, Tazewell County agreed to pay the Greater Peoria Economic Development Council quarterly installments for the term of this Agreement provided that the full County Board approves based upon quarterly review of GPEDC performance.

THEREFORE BE IT RESOLVED that the County Board approve the recommendation and authorize payment of the 4th quarter investment for 2018 and the 1st quarter investment for 2019.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Greater Peoria Economic Development Council, 401 NE Jefferson, Peoria, IL 61603 and the Auditor of this action.

PASSED THIS 27th DAY OF FEBRUARY, 2019.

ATTEST:



 Tazewell County Clerk



 Tazewell County Board Chairman



GREATER PEORIA
Economic Development Council

401 NE Jefferson Ave.
Peoria IL 61603
Tel. (309) 495-5910

Invoice

Date	Invoice #
12/1/2018	GPEDC '18-4

Bill To

Tazewell County
David Zimmerman
11 S. Fourth St., Suite 432
Pekin, IL 61554

Due Date

12/31/2018

2018 Investment - 4 of 4	18,750.00
	<p>Total \$18,750.00</p>



GREATER PEORIA
Economic Development Council

401 NE Jefferson Ave.
Peoria IL 61603
Tel. (309) 495-5910

Invoice

Date	Invoice #
2/1/2019	GPEDC '19-1

Bill To
Tazewell County David Zimmerman 11 S. Fourth St., Suite 432 Pekin, IL 61554

Due Date
4/30/2019

Description	Amount
2019 Investment - 1 of 4	18,750.00
<p>RECEIVED</p> <p>FEB 11 2019</p> <p>TAZEWELL COUNTY BOARD OFFICE</p>	

	Total	\$18,750.00
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COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

Nancy Prock

Carroll King

Monica Bennett

RESOLUTION

WHEREAS, the Tazewell County Clerk has agreed to participate in the Illinois State Board of Elections Cyber Navigator Program; and

WHEREAS, the County's Executive Committee recommends to the Tazewell County Board to authorize the Tazewell County Board Chairman to sign and execute the grant agreement form.

THEREFORE BE IT RESOLVED that the County Board approve this authorization.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the and the Auditor of this action.

PASSED THIS 27th OF FEBRUARY, 2019.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman



Illinois State Board of Elections Cyber Navigator Program Certification of Participation

We, the undersigned, affirm that Tazewell County will
(Jurisdiction)
participate in the State of Illinois Cyber Security Navigator Program (the Program).

By signing this Certification of Participation, we agree to participate in the Program and further agree to comply with the requirements as outlined in items 1-3 below in order to be eligible for the 2018 HAVA Election Security Grant funding. In addition, we understand and accept that if we opt not to participate in the Program, or fail to comply with the requirements set forth below after having committed to participate in the Program, our jurisdiction is ineligible to receive any of said funding.

1. Utilize the Illinois Century Network for connectivity to State Board of Elections systems or have entered into an agreement to do so as soon as practical
2. Participate in the Cybersecurity Information Sharing Program by:
 - a. Registering with the Elections Infrastructure Information Sharing & Analysis Center (EI-ISAC)
 - b. Work with a Cyber Information Sharing Program Manager (CISPM) to establish two-way data sharing
 - c. Have at least one representative from the election authority complete security awareness training as offered by the CISPM
3. Allow Cyber Navigators to complete an on-site risk assessment

Once executed, any non-compliance with the terms of this agreement shall result in the forfeiture of any future 2018 HAVA Election Security Grant funds and the repayment, with interest, of any grant funding received prior to the non-compliance, if applicable.

Chairman of County Board or Board of Election Authority Authorized Agent
Election
Commissioners Authorized Agent

Signature [Signature]

Printed Name David Zimmerman

Date 2-27-19

Signature [Signature]

Printed Name John C. Anderson

Date 2-1-19

Illinois State Board of Elections

Signature [Signature]

Printed Name Steven S. Sandvoss, Executive Director

Date 3/1/19

STATE BOARD
MAR 01 2019
OF ELECTIONS

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, the Tazewell County Clerk is applying for the annual IVRS Voter Registration grant; and

WHEREAS, the County's Executive Committee recommends to the Tazewell County Board to authorize the Tazewell County Board Chairman to sign and execute the grant agreement form.

THEREFORE BE IT RESOLVED that the County Board approve this authorization.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the and the Auditor of this action.

PASSED THIS 27th OF FEBRUARY, 2019.

ATTEST:

 Tazewell County Clerk

 Tazewell County Board Chairman



**Illinois State Board of Elections
Voter Registration State Grant 2019
Acceptance Agreement**



You are receiving a grant from the Illinois State Board of Elections. Generally stated; the purpose of this grant is to assist in the maintenance and other costs associated with your voter registration system in order for it to communicate with the Centralized Statewide Voter Registration System as required by Title III Section 303 of the Help America Vote Act of 2002. Your election jurisdiction received previous information regarding the amount your jurisdiction is entitled to, which will be distributed in a lump sum payment after the Illinois State Board of Elections has received copies of all current documented expenditures. It is important to note that only documented expenditures and/or obligations to expend are eligible for reimbursement. Your election jurisdiction, **Tazewell County**, is eligible to receive an amount of **\$62,490.00**, which will be distributed in a lump sum payment. **If your expenses exceed this amount and funding is available, you may be able to take advantage of a second reimbursement which may be sent in a second payment.**

The State Board of Elections and you, the Election Authority, have responsibilities both as to spending the monies for the intended purposes and tracking expenditures not previously covered or reimbursed by the HAVA funded VR Grant or other grant monies. By accepting this money, you agree to send copies of all future documented expenditures and/or obligations to expend for audit purposes in accordance with generally accepted auditing standards.

Purchases made from this fund shall become the responsibility and property of the Election Authority, not the State Board of Elections. All property control and custody responsibilities will be assumed by the Election Authority. Likewise, the Election Authority agrees that all future costs related to maintenance, repairs, and upgrades to equipment or property purchased with these grant funds shall be the sole responsibility of the Election Authority, not the State Board of Elections. While future maintenance funds have been requested by the State Board of Elections for this purpose, there are no guarantees as to the availability of said funding.

As a condition of receipt of this grant, the Election Authority agrees to comply with the provisions of the Business Enterprise for Minorities, Females, and Persons with Disabilities Act (30 ILCS 575/) and the equal employment practices of the Illinois Human Rights Act (775 ILCS 5/2-105).

THIS GRANT IS SUBJECT TO THE ILLINOIS GRANT FUNDS RECOVERY ACT (30 ILCS 705/1, et seq.). THEREFORE, ANY UNSPENT PORTION OF THE GRANT THAT REMAINS AFTER 30 DAYS MUST BE RETURNED WITH INTEREST TO THE STATE BOARD OF ELECTIONS IMMEDIATELY. ANY MISSPENT OR IMPROPERLY HELD GRANT FUNDS ARE SUBJECT TO RECOVERY BY THE STATE BOARD OF ELECTIONS.

Election authorities that fail to pay their vendors for qualifying expenses within the 30-day time period as specified by the terms of this Agreement and underlying federal rule shall become liable to the State Board of Elections for interest penalties for failing to meet the 30-day interval (unless the applicable grant amount, or any unused portion thereof, is returned to the State before the 30-day period has elapsed). An election authority failing to meet this 30-day requirement will be liable for interest at the rate applicable to the State's payments to its vendors under the terms of the State Prompt Payment Act (30ILCS 540). The interest calculation for this mandatory reimbursement is based on the historical interest rates earned by the State HAVA fund and paid by the State Treasurer during the specific time periods the money was improperly held by the local jurisdiction. The election authority assessed this interest penalty must remit the penalty amount to the State Board of Elections within 30 days of receipt of notice from SBE. Such interest payment shall be identified separately from any grant returns or other refunds.

By signing this document, you certify that you agree to use the grant funds provided for the purposes articulated above and certify that you understand and agree to the record keeping and documentation requirements set forth above. **Further, you certify that you will return to the SBE any of the unspent funds remaining within thirty days after receipt of such funds as noted above.** For purposes of this paragraph, the unspent funds shall be considered timely returned if it is actually received in either of the SBE offices (Chicago or Springfield) within 30 days of receipt or, if received beyond such 30-day period, the envelope containing the unspent funds is postmarked within such 30-day

Voter Registration State Grant 2019
Acceptance Agreement

period. If the postmark on the envelope containing the unspent funds is missing or illegible, the return of the unspent funds will be considered timely if such envelope is received by the SBE no later than 5 business days following the end of such 30-day period.

Any violations of this agreement may be reported to appropriate legal authorities for review and appropriate action.

**Chairman of County Board or Board of Election
Commissioners Authorized Agent**

Signature _____

Printed Name _____

Date _____

Election Authority Authorized Agent

Signature _____

Printed Name _____

Date _____

Illinois State Board of Elections

Signature _____

Printed Name Steven S. Sandvoss, Executive Director

Date _____

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, a request was received of the Risk Management Committee to proceed with the approval of a workman's compensation settlement case; and

WHEREAS, the County's Worker's Compensation Third Party Administrator has recommended the settlement of WC-19-01 to the Risk Management Committee for an amount not to exceed \$29,884.21; and

WHEREAS, the County's Executive Committee recommends to the County Board to approve the emergency declaration under 1 TCC 4-13; and

THEREFORE BE IT RESOLVED that the County Board concurs with the Risk Management Committee and grants settlement authority for case WC-19-01.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Treasurer and the Auditor of this action.

PASSED THIS 27th DAY OF FEBRUARY, 2019.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

Mindy Ay

Sue Seidel

Carroll Smith

RESOLUTION

WHEREAS, Good Energy, L.P. serves as our exclusive agent for Tazewell County accounts with regard to purchasing utility supply; and

WHEREAS, Tazewell County has appointed Good Energy, L.P. to access, review and compile historical natural gas consumption data for Tazewell County accounts; and

WHEREAS, authorization has been granted to Good Energy, L.P. to review our usage history to compile data and obtain bids from natural gas suppliers.

THEREFORE BE IT RESOLVED that the Tazewell County Board Chairman is hereby authorized by the Tazewell County Board to sign the Letter Of Authorization for Good Energy, L.P. to proceed.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office and the Auditor of this action.

PASSED THIS 27th DAY OF FEBRUARY, 2019.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

GoodEnergy

A Smarter Way to Buy Energy

January, 2019

To Whom It May Concern:

Please be advised that Tazewell County ("Customer") hereby appoints Good Energy, L.P. as its exclusive agent with authority to access, reviewing and compile historical natural gas consumption data for the Customer's accounts.

This authorization agreement does NOT extend the right for Good Energy, L.P. to sign or execute any commodity contract for Customer. By signing this document, Customer authorizes Good Energy L.P. to access natural gas account usage history for its gas accounts via the Ameren Illinois natural gas customer portal.

Customer authorizes Good Energy, L.P. to review Customer's usage history, compile data and obtain bids exclusively on Customer's behalf from Retail Natural Gas Providers supplying natural gas in the Ameren Illinois service area.

Customer hereby authorizes Good Energy to act as Customer's agent for the sole purpose of granting like authorization to third party natural gas suppliers to receive usage history data directly from Ameren Illinois.

This authorization agreement shall be effective from the date written below and shall remain in full force and effect until terminated by Customer or Good Energy, L.P. upon thirty (30) days prior written notice. Notice information for said parties is set forth below:

Information is to be provided as requested by Good Energy, L.P. via written or electronic format to the following address:

Jean Ketchandji
jean@goodenergy.com
232 Madison Ave Third Floor
New York, NY 10016
Phone: 212-792-0222
Fax: 866-275-3083

This authorization is effective as of the date of the signature below and remains an open authorization until rescinded.

Name: J. David Zimmerman Title: Tazewell County Board Chairman

Signature:  Date: 03-07-19



Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

Mindy DAB

[Signature]

Carroll Smig

[Signature]

[Signature]

Steve Syddell

[Signature]

Kim Postberg

Monica Bennett

RESOLUTION

WHEREAS, Good Energy, L.P. serves as agent and consultant for the County for Tazewell with regard to purchasing utility supply (electric and natural gas supply) for the County of Tazewell in the performance of its municipal responsibilities; and

WHEREAS, Good Energy, L.P. has previously acted and continues to act as the broker for the supply portion of electric and natural gas supply; and

WHEREAS, electric and natural gas supply is a commodity and prices change daily and to capture the best rates must be acted on within a minimal timeframe; and

WHEREAS, Good Energy, L.P. has expert knowledge and awareness of such prices and has previously worked with other numerous municipalities; and

WHEREAS, Good Energy, L.P. has negotiated the best utility rates and terms for electrical and natural gas supplies for the County of Tazewell.

THEREFORE BE IT RESOLVED that the Tazewell County Board Chairman is hereby authorized by the Tazewell County Board to execute on behalf of the County a Gas Supply Agreement for County accounts as recommended by Good Energy L.P. as long as substantial savings are realized.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office and the Auditor of this action.

PASSED THIS 27th DAY OF FEBRUARY, 2019.

ATTEST:

[Signature]

 Tazewell County Clerk

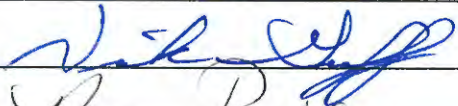
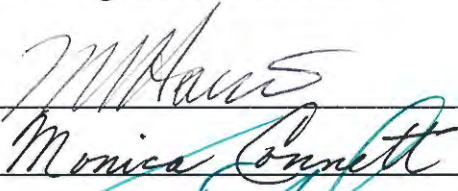
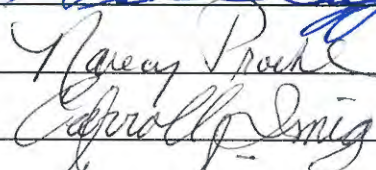
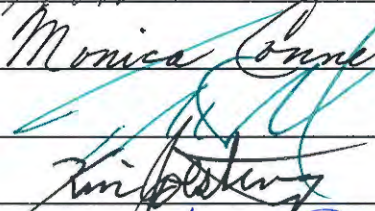
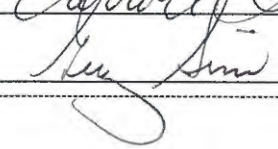
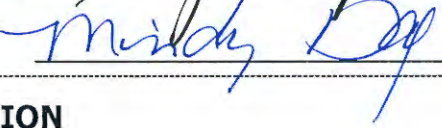
[Signature]

 Tazewell County Board Chairman

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, the Tazewell County Board, as the corporate authority of a county, has established an Emergency Telephone System Board as permitted by 50 ILCS 750/15.4; and

WHEREAS, the Tazewell County Board, as the corporate authority of the County, shall provide for the manner of appointment and number of members of the Emergency Telephone System Board subject to the statutory restrictions; and

WHEREAS, state mandated consolidation of public safety answering points has created a need to reorganize the structure and membership of the ETSB; and


THEREFORE BE IT RESOLVED the Tazewell County Code of Ordinances, Chapter 32, *Emergency Telephone System Board* be adopted as amended reflecting these changes.

THEREFORE BE IT FURTHER RESOLVED that the County Board approve this recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Emergency Telephone System Board, and American Legal Publishing of this action.

PASSED THIS 27th DAY OF FEBRUARY, 2019.

ATTEST:


Tazewell County Clerk


Tazewell County Board Chairman

EMERGENCY TELEPHONE SYSTEM BOARD

§ 32.045 DEFINITIONS

- (A) **9-1-1 Board.** Emergency Telephone System Board of Tazewell County as authorized by the Emergency Telephone System Act, 50 ILCS 750, as amended.
- (B) **Other terms.** Other terms in this ordinance shall have the meanings as provided in the Emergency Telephone System Act, 50 ILCS 750, as amended.

§ 32.046 MEMBERSHIP

(A) **Appointment.** The County Board Chairperson shall appoint members of the 9-1-1 Board with the advice and consent of the Tazewell County Board. The County Board Chairperson shall receive from the Sheriff the name of a candidate for appointment as the Sheriff's designee under (B)(i) if the Sheriff chooses a designee to serve in the Sheriff's place as a member. The County Board Chairperson shall receive names of candidates from the governing authority of any municipality for the appointment of members representing a municipality as provided under (B)(ix), (B)(x), (B)(xi), or (B)(xii).

(B) **Composition of Members.**

- (i) Sheriff of Tazewell County or Sheriff designee
- (ii) County Board member or designee
- (iii) One person representing Public Safety Dispatch
- (iv) One person representing Fire services
- (v) One person representing Emergency Medical Services
- (vi) One person representing Emergency Management
- (vii) Two persons who represent the public at large
- (viii) One person representing Police Service
- (ix) One person representing the City of Washington, Illinois
- (x) One person representing the City of East Peoria, Illinois
- (xi) One person representing the City of Pekin, Illinois
- (xii) One person representing the Village of Morton, Illinois

(C) **Qualifications of Members**

- (i) All members must be appointed on the basis of their ability or experience
- (ii) A designee of the Sheriff shall serve in the place of the Sheriff only upon notification by official correspondence from the Sheriff to the Secretary of the 9-1-1 Board.
- (iii) The Fire representative must be, at the time of appointment by the County Board, a member in good standing of a fire service provider serving part of Tazewell County.
- (iv) The Emergency Medical Services representative must be, at the time of appointment by the County Board, a member in good

standing of an EMS emergency service provider serving part of Tazewell County.

- (v) The Emergency Management representative must be, at the time of appointment by the County Board, a member in good standing of an emergency management organization operating within Tazewell County.
- (vi) The Public Safety Dispatch representative must be, at the time of appointment by the County Board, a member in good standing of an organization operating a public safety dispatch organization and PSAP in Tazewell County.
- (vii) The Police representative must be, at the time of appointment by the County Board, a member in good standing of a police agency serving part of Tazewell County. The police representative must be from an agency and political subdivision not otherwise granted a membership position on the 9-1-1 Board under Subsection (B).
- (viii) At least one Public Representative must be a resident of the Tazewell County 9-1-1 service area.
- (ix) Representatives of East Peoria, Pekin, Morton and Washington must be nominated by official action of the respective corporate governing body. In the event that the Chairman of the County Board refuses a nominee or the County Board refuses to approve a nominee, the Chairman of the County Board shall cause immediate notification of such refusal to the affected municipality and shall request the municipality submit a new nominee.

(D) Number of Members

There shall be a maximum of thirteen members appointed to the 9-1-1 Board.

(E) Term of Office For Members

- (i) The police representative shall serve until November 30, 2019 and thereafter subsequent four (4) year terms commencing on December 1 and ending on November 30.
- (ii) The County Board representative shall serve until November 30, 2020 and thereafter subsequent four (4) year terms commencing on December 1, and ending on November 30.
- (iii) The Public Safety Dispatch representative shall serve until November 30, 2021 and thereafter subsequent four (4) year terms commencing on December 1, and ending on November 30.
- (iv) The Fire representative shall serve until November 30, 2022 and thereafter subsequent four (4) year terms commencing on December 1, and ending on November 30.
- (v) The EMS representative shall serve until November 30, 2022 and thereafter subsequent four (4) year terms commencing on December 1, and ending on November 30.

- (vi) The first Public representative shall serve until November 30, 2021 and thereafter subsequent four (4) year terms commencing on December 1, and ending on November 30.
- (vii) The second Public representative shall serve until November 30, 2022 and thereafter subsequent four (4) year terms commencing on December 1, and ending on November 30.
- (viii) The East Peoria representative shall serve until November 30, 2022 and thereafter subsequent four (4) year terms commencing on December 1, and ending on November 30.
- (ix) The Pekin representative shall serve until November 30, 2019 and thereafter subsequent four (4) year terms commencing on December 1, and ending on November 30.
- (x) The Washington representative shall serve until November 30, 2021 and thereafter subsequent four (4) year terms commencing on December 1, and ending on November 30.
- (xi) The Morton representative shall serve until November 30, 2019 and thereafter subsequent four (4) year terms commencing on December 1, and ending on November 30.

(E) Appointment and Replacement of Members

- (i) Each County Board resolution naming an ETSB member must state the representative position outlined in Subsection B to which the member is being appointed.
- (ii) The County Board may, by a vote of the majority of the members present at an official meeting of the County Board, remove a 9-1-1 Board member for misconduct, official misconduct, or neglect of office.
- (iii) If a member serving in a representative position for a municipality is removed, the County Board Chairperson shall immediately notify the appropriate governing body of the municipality of a vacancy and thereafter request from that municipality the name of a new candidate to fill the remainder of the removed member's term.
- (iv) If the Sheriff is removed, the Sheriff may not serve on the 9-1-1 Board until the expiration of the four (4) year term the Sheriff was serving at the time the Sheriff was removed. If a Sheriff's designee is removed, the Sheriff may not designate the person removed to again serve on the 9-1-1 Board until the expiration of the four year term to which the Sheriff was serving at the time the Sheriff's designee was removed.
- (v) Whenever a vacancy occurs on the 9-1-1 Board, the County Board Chairperson shall, within ninety (90) days of the vacancy, submit a name to the County Board for consideration and appointment to fill the vacancy.

- (vi) A term that becomes vacant or remains vacant after its initiation shall be filled such that the new appointment shall be for the remainder of the term for that constituency as of the date of ratification by the County Board.
- (vii) Concurrent with the adoption of this ordinance, a County Board resolution shall name each existing 9-1-1 Board member to one of the member positions outlined in Subsection (B) that best matches the member's member position prior to the adoption of this ordinance.

§32.047 POWERS AND DUTIES

The members of the 9-1-1 Board shall exercise those powers and perform those duties as provided in the Emergency Telephone System Act, 50 ILCS 750, as amended.

§32.048 COMPENSATION

The members of the 9-1-1 Board shall serve without compensation but shall be compensated for their actual and necessary expenses consistent with applicable federal and state laws and applicable County ordinances and personnel policies.

§32.049 FUNDING

Funding shall be provided from the surcharge authorized by 50 ILCS 750/15.3, as amended and any other authorized monies received by the Emergency Telephone System Board.

§32.050 EFFECTIVE DATE

This ordinance was originally effective November 16, 1988 and the modifications made herein shall take effect immediately upon ratification by the County Board.

COMMITTEE REPORT

Chairman and Members of the Tazewell County Board:

Your Executive Committee has considered the following Resolution and recommends it be Adopted by the Board:

Ken Smith
Theresa Proctor
Mike [unclear]

Carol Smith
Mindy [unclear]

R E S O L U T I O N

WHEREAS, the County Board has approved for an aerial photo acquisition project for the Spring of 2019 and has partnered with various Tazewell County Communities to offset costs of said project; and

WHEREAS, it has been determined that there are other forms of revenue to assist in the costs of the County's portion of the aerial project; and

WHEREAS, the GIS Department will be charging an annual fee of \$1,500.00 to all participating Tazewell County Assessment Jurisdictions to provide credentials for remote access to the change detection online services, Improved imagery resolution in the contiguous populous areas and new aerial imagery online services; and

WHEREAS, a shared access assessment jurisdiction terminal, located at the County Assessment Office, will be made available to the assessment jurisdictions free of charge.

THEREFORE BE IT RESOLVED, that the County Board approve this recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies Community Development, the GIS Department and Supervisor of Assessments of this action.

PASSED THIS 27TH DAY OF FEBRUARY, 2019.

ATTEST:

[Signature]
Tazewell County Clerk

[Signature]
Tazewell County Board Chairman

COMMITTEE REPORT

E-19-50

Chairman and Members of the Tazewell County Board:

Your Executive Committee has considered the following Resolution and recommends it be Adopted by the Board:

Carroll J. King

Sue Spidell

Monica Connett

RESOLUTION

WHEREAS, the County's Executive Committee recommends to the County Board to support the regional efforts to procure and administer an Automated Driving System (ADS) demonstration grant from the United States Department of Transportation; and

WHEREAS, as a show of support to the public and corporate participants that are pursuing the grant award, Tazewell County is pledging up to \$50,000 annually from 2020 through 2022 to be used as local matching funds for the \$8,000,000 USDOT ADS Demonstration Grant; and

WHEREAS, the field for autonomous driving is broad and touches many companies worldwide; and

WHEREAS, if a project is funded in our region it would be a resource to attract companies to our area for economic development growth.

THEREFORE BE IT RESOLVED that the County Board approve this recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Auditor and the Treasurer of this action.

PASSED THIS 27TH DAY OF FEBRUARY, 2019.

ATTEST:

Tazewell County Clerk


Tazewell County Board Chairman

COMMITTEE REPORT

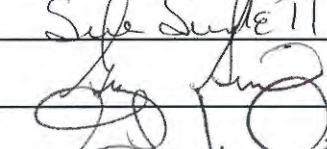
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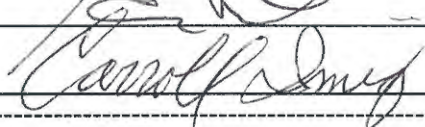
Chairman and Members of the Tazewell County Board:

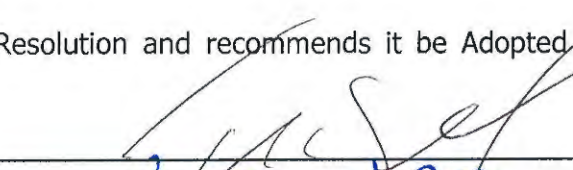
Your Executive Committee has considered the following Resolution and recommends it be Adopted by the Board:

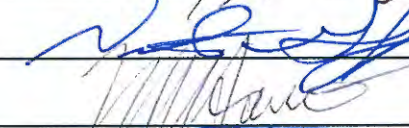


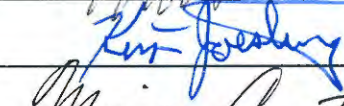
 Mike Suttell

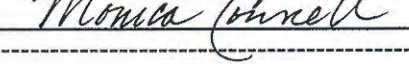












RESOLUTION

WHEREAS, on February 6, 2019 the County Board approved a Letter of Agreement with Tri-County Regional Planning Commission to be the project manager for the regional aerial photo acquisition project related to the Grant portion only; provided by the Illinois Department of Transportation Statewide Planning and Research Funds on ; and

WHEREAS, Tri-County Regional Planning Commission has submitted a modified Letter of Agreement with changes to Sections 5.E and 5.H.; and


WHEREAS, said changes are highlighted in the attached Letter of Agreement.

THEREFORE BE IT RESOLVED that the County Board approve this recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the Community Development Department, the Auditor and Tri-County Regional Planning Commission of this action.

PASSED THIS 27TH DAY OF FEBRUARY, 2019.

ATTEST:



 Tazewell County Clerk



 Tazewell County Board Chairman

Letter of Agreement

This Agreement is made and entered into as of the 21st day of February 2019 (the "Effective Date"), by and between Tazewell County (the "County") and the Tri-County Regional Planning Commission ("TCRPC").

WHEREAS, at the request of Peoria County, Tazewell County, Logan County and Woodford County (collectively, the "Counties") TCRPC advertised a Request for Proposal ("RFP") for a regional aerial photo acquisition project (the "Project"),

WHEREAS, representatives of each of the Counties graded the responses to the RFP and selected Pictometry International Corp. (the "Vendor") to perform services for the Project, and

WHEREAS, the Counties desire for TCRPC to, and TCRPC desires to, enter into a contract with the Vendor (the "Vendor Contract") and administer said contract.

NOW THEREFORE, County and TCRPC agree as follows:

1. TCRPC Work.

TCRPC will provide overall project management including the following obligations as set forth under the Vendor Contract:

- a. Assign a TCRPC employee as Project Coordinator;
- b. Review Project deliverables from the Vendor for defects or errors and reject or approve the same;
- c. Answer questions from the Vendor;
- d. Provide designated data to the Vendor; and
- e. Review Vendor invoices for accuracy and invoice the County for its portion of fees and expenses.

2. Term.

This Agreement shall be effective from the Effective Date and expires on the date that the Parties hereto execute a subsequent contract for regional aerial photo acquisition. The Project is estimated to be completed by September of 2019 based on Vendor delivery schedule.

3. Fees and Payment Terms.

The fees due under the Vendor Contract total one hundred eighty-five thousand, six hundred and sixty-six dollars (\$185,666) of which, 80% will be payable by Illinois Department of Transportation's Statewide Planning and Research Funds (SPR) leaving the remaining balance be divided between the Counties as follows: Logan County \$9,447.80 Tazewell County \$10,077.80, Peoria County \$9,405.80, and Woodford County \$8,201.80. The Counties shall be responsible for any additional fees or expenses incurred under

the Vendor Contract including expenses for the shipment of any materials to the Vendor and fees resulting from any change orders or amendments to the Vendor Contract.

As TCRPC receives invoices from the Vendor for work completed, TCRPC shall invoice the County for the respective portion of the work completed for or regarding the County. The County shall pay all invoices within sixty (60) days of the date of TCRPC invoice.

4. Ownership and Use of Project Data.

TCRPC expressly acknowledges that any and all data, designs, reports, imagery, or other work furnished to or developed for the Counties by TCRPC shall constitute a "work made for hire" as defined by Section 101 of the Copyright Act. The Counties shall own right, title and interest in works of authorship created under the Agreement that constitute a "work made for hire" for their respective geographical areas. For any work performed pursuant to this Agreement that does not qualify as a "work made for hire," TCRPC hereby irrevocably assigns to the County all right, title and interest in the work specific solely to the County, in whatever stage of completion, and warrants waiver of all moral rights therein.

When making any work or deliverables it receives under this Agreement or the Vendor Contract available to any third party, the County shall include a statement/disclaimer as to the proper use/interpretation of such work or deliverables.

5. Miscellaneous.

a. Force Majeure. TCRPC shall not be in default of its obligations hereunder if its performance is prevented or delayed by an existing or future *force majeure* condition including, without limitation, act of government, act of God, strike, insurrection, embargo, fire, flood, earthquake, explosion, riot, war, rebellion, sabotage, epidemic, acts or omissions of any third party including the Vendor, or any cause beyond the reasonable control of TCRPC.

b. TCRPC's work shall be performed in a manner consistent with the care and skill exercised by professionals practicing in similar localities and specialties under similar conditions. TCRPC DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE WORK TO BE PERFORMED BY TCRPC AS DESCRIBED HEREIN, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

c. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR RELIANCE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST OR ANTICIPATED REVENUES OR PROFITS) ARISING OUT OF THE AGREEMENT ON ANY THEORY OF LIABILITY EVEN IF SUCH PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

d. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties and supersedes all prior and contemporaneous agreements, understandings, negotiations and proposals, oral or written. The parties acknowledge that they have not relied on any prior or contemporaneous oral or written representations or statements by the other party in connection with the subject matter of this Agreement except as expressly set forth herein. This Agreement may be amended or modified only by a subsequent agreement in writing signed by each of the parties and may not be modified by course of conduct. Any of the terms or conditions of this

Agreement may be waived at any time by the party which is entitled to the benefit thereof but only by a written notice signed by the party waiving such terms or conditions. The waiver of any term or condition shall not be construed as a waiver of any other term or condition of this Agreement.

e. Governing Law/Disputes. This Agreement shall be governed by and construed in accordance with the laws of the state of Illinois. The parties agree that in the event any dispute arises in any way related to or arising out of this Agreement, the prevailing party shall be entitled to recover an award of its reasonable attorney's fees and expert witness fees, costs, expenses and pre and post-judgment interest. Notwithstanding anything to the contrary, the Vendor Contract shall identify the County as a third party beneficiary thereof, and TCRPC shall have no obligation to bring any lawsuit against the Vendor related to or arising out of the Vendor Contract unless otherwise agreed to by TCRPC. **In the event that no such third party beneficiary identification is made, TCRPC hereby transfers all right, title, and interest it may have in any claim against the Vendor to the County which is hereby empowered to bring suit against Vendor.**

f. Interpretation. This Agreement shall be construed according to its fair meaning as if prepared by all parties hereto and no provision shall be interpreted for or against either party because a provision may have been drafted by that party or a single representative.

g. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

h. Freedom of Information Act. The Parties hereto understand and acknowledge that this Agreement is subject to the Illinois Freedom of Information Act [5 ILCS 140/1 et seq.], and is subject to release to the public upon proper request thereunder.

IN WITNESS WHEREOF, the parties execute this Agreement on the date last written below.

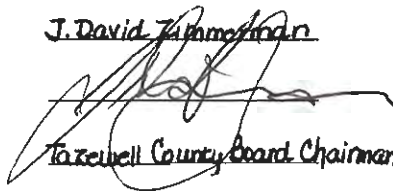
Tazewell County

Tri-County Regional Planning Commission

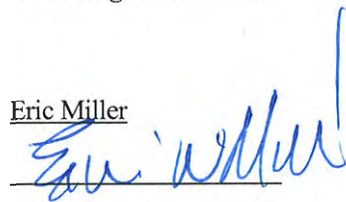
Name J. David Zimmerman

Name Eric Miller

Signature



Signature



Title:

Tazewell County Board Chairman

Title:

Executive Director

Date

03-07-19

Date

3/15/19

