

CERTIFIED MAIL



# Illinois Department of Transportation

Office of Highways Project Implementation / Region 3 / District 4  
401 Main Street / Peoria, Illinois 61602-1111

March 29, 2021

PROJECT SUPPORT  
JOINT AGREEMENT  
FAP Route 671 (IL8)/FAU 6594 (Western Ave.)  
City Section: 16-00368-01-PV  
Peoria County  
Location: Western Avenue from West Howett Street to SW Adams Street  
Agreement No. JN-420-405  
Job No. C-94-048-19  
Contract No. 89766  
Catalog No. 035741-00D

Mr. Bill Lewis  
City Engineer  
City of Peoria  
3505 North Dries Lane  
Peoria, Illinois 61604-1210

Dear Mr. Lewis:

Enclosed is one original counterpart of the fully executed Joint Agreement, which describes the above-captioned project for the improvement of Western Avenue from West Howett Street to SW Adams Street, and the degree to which the state and the city of Peoria will be participating.

If you have any questions regarding this Joint Agreement, please feel free to contact our Agreements Unit at (309) 671-3496.

Sincerely,

A handwritten signature in black ink, appearing to read "Kensil A. Garnett".

Kensil A. Garnett, P.E.  
Region Three Engineer

RH:pjl

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Enclosure(s)

cc: Studies & Plans  
Local Roads  
Programming  
Agreements

FAP Route 671 (IL 8)  
FAU Route 6594 (Western Ave.)  
City Section: 16-00368-01-PV  
Peoria County  
Location: Western Avenue from West  
Howett Street to S.W. Adams Street  
Job No. C-94-048-19  
Contract No. 89766  
Catalog No.: 035741-00D  
Agreement No.: JN-420-405

AGREEMENT

This Agreement, entered into this 1st day of October, A.D., 2020,  
by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF  
TRANSPORTATION, hereinafter called the STATE, and the CITY OF PEORIA, of the State of  
Illinois, hereinafter called the CITY.

WITNESSETH:

WHEREAS, the CITY, to increase pedestrian safety and promote development, is desirous of  
reconstructing Western Avenue from a four-lane to a three-lane section with bicycle lanes, which  
includes new storm sewer, lighting, sidewalks, and watermain from West Howett Street to S.W.  
Adams Street; and

WHEREAS the STATE, is desirous of said improvement in that same will be of immediate benefit  
to the traveling public and permanent in nature;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties  
hereto agree as follows:

1. The CITY agrees to make, or cause to be made, the surveys, obtain all necessary right-of-way,  
cause the preparation of the plans and specifications in accordance with state standards and  
procedures, receive bids and award the contract with the concurrence of the STATE, and pay all  
construction and engineering costs subject to reimbursement by the STATE as hereinafter  
stipulated.

2. The STATE agrees to assist with obtaining all necessary right-of-way. The STATE agrees to pay to the CITY an amount equal to its total obligation for preliminary engineering and project construction costs incurred under this agreement for the subject improvement as follows:
  - A. Upon execution of this agreement and subsequent invoicing by the CITY, an amount equal to 95% of the STATE's share of (\$409,640).
  - B. Upon 100% completion of the construction work contemplated herein and subsequent invoicing by the CITY, an amount equal to the STATE's remaining obligation, which is \$21,560. **The total cost to the STATE shall not exceed \$431,200.**
3. The CITY agrees to comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Non-discrimination regulations required by the U.S. Department of Transportation.
4. The CITY agrees that in the event any work is performed by other than CITY forces, the provisions of "an act regulating wages of laborers, mechanics and other workers employed in public works by the State, County, or any public body or any political subdivision or by any one under contract for public works" (Illinois Compiled Statutes, 8320 ILCS 130/1) shall apply.
5. The CITY shall secure formal written approval of the plans and specifications from the STATE, prior to advertising for the work to be performed hereunder. The STATE shall have a minimum 30 days for each review and comment/approval of both the preliminary and final plans and specifications.
6. The CITY and STATE agree that parking will be prohibited within the limits of this improvement on Illinois Route 8 and will in the future prohibit parking at such locations on or immediately adjacent to this improvement as may be determined necessary by the STATE from traffic capacity studies.

7. The CITY agrees to continue to enforce an ordinance relative to the disposition of encroachments and prohibit in the future any new encroachments within the limits of the improvement.
8. The CITY has adopted and will put into effect, or continue to enforce, prior to advertising for the work to be performed hereunder, an appropriate ordinance prohibiting the discharge of sanitary sewage and industrial waste water into any storm sewers constructed as part of this improvement, a copy of which is attached hereto as "Exhibit A" and made a part hereof.
9. The CITY shall maintain, for a minimum of five (5) years after the completion of the improvement, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this Agreement. All books, records, and supporting documents related to the improvement shall be available for review and audit by the Auditor General and other STATE auditors and the CITY agrees to cooperate fully with any audit conducted by the Auditor General and other STATE auditors and to provide full access to all relevant materials. Failure to maintain books, records, and supporting documents required by this paragraph shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under this Agreement for which adequate books, records, and supporting documents are not available to support their purported disbursement.
10. The CITY agrees to comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and non-discrimination regulations required by the U.S. Department of Transportation. (Non-Federal-aid projects use Illinois Department of Transportation in lieu of U.S.)
11. The CITY agrees to exercise its franchise right to cause private utilities to be relocated, if required, at no expense to the STATE.
12. The CITY agrees to cause all CITY-owned utilities to be relocated and/or adjusted, if required, at no expense to the STATE.

13. The CITY agrees to obtain and pay for the cost of acquiring the right of way and access control necessary for improvements to the city streets not required by improvements to the state highway system in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real property Acquisition Policies Act of 1970, as amended. The requirements of Title II and Title III shall be carried out in accordance with established State Policies and procedures, as now or hereafter revised or amended.

Prior to advertising for bids, the CITY shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been complied with.

The parties hereby mutually agree that the obligations of the parties will cease immediately without penalty being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available funds for this contract.

14. Upon final field inspection of the improvement and so long as Lincoln Avenue, Howett Street, and Western Avenue (between Howett and Lincoln) are used as a State Highway, the STATE agrees to maintain or cause to be maintained the center turn lane, the through traffic lanes, the right-turn lanes, and the curb and gutter adjacent to those traffic lanes and turn lanes to be maintained by the STATE.
15. Upon final field inspection of the improvement, the CITY agrees to maintain or cause to be maintained those portions of the improvement which are not maintained by the STATE, including parking lanes and their adjacent curb and gutter, sidewalks, crosswalk, stopline, and lane-delineation markings, CITY owned utilities including appurtenances thereto, highway lighting including furnishing the electrical energy therefore and shall maintain the storm sewers and appurtenances by performing those functions necessary to keep the sewer in a serviceable condition including cleaning sewer lines, inlets, manholes, and catch basins along with the repair or replacement of inlet, manhole and catch basins' frames, grates or lids. The maintenance, repair and/or reconstruction of storm sewers constructed as part of this improvement beyond the aforescribed responsibilities shall be that of the STATE.

16. The CITY agrees to assume responsibility for the administration, control, reconstruction, and maintenance of the bicycle path not otherwise carried on STATE structures. The CITY further agrees to indemnify and hold harmless the STATE, its officers, employees, and agents from any and all claims, lawsuits, actions, costs, and fees (including reasonable attorney fees and expenses ) of every nature and description arising from, growing out of, or connected with the construction and/or operation of the shared use path.
17. It is the intent of the STATE that all or a portion of the costs of this project will be paid or reimbursed from the proceeds of tax-exempt bonds subsequently issued by the STATE. This provision in no way constitutes an obligation of the Department to use any particular funding or to confer a contractual or other right to demand that any particular funding be used.
18. The CITY certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring Agency/University grants an exception. (30 ILCS 565).
19. The CITY certifies that its correct Federal Taxpayer Identification Number is 37-6001761 and the CITY is doing business as a municipality whose mailing address is 419 Fulton Street, Peoria, Illinois 61602.
20. The parties hereby mutually agree that the obligations of the parties will cease immediately without penalty being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available funds for this contract.

FAP Route 671 (IL 8)  
FAU Route 6594 (Western Ave.)  
City Section: 16-00368-01-PV  
Peoria County  
Location: Western Avenue from West  
Howett Street to S.W. Adams Street  
Job No. C-94-048-19  
Contract No. 89766  
Catalog No.: 035741-00D  
Agreement No.: JN-420-405

This Agreement shall be binding up on and to the benefit of the parties hereto, their successors and assigns.

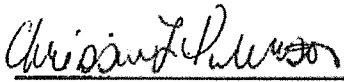
CITY OF PEORIA

By:   
Patrick Ulrich, City Manager

Date: 8/25/20

Attest:   
Beth Ball, City Clerk

(SEAL)

By:   
Chrissie Peterson  
Interim Corporation Counsel

Date:   
Rick Powers, Public Works Director


STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION

By:   
Omer M. Osman, Secretary


Date: 10/01/20

By: N/A  
Paul A. Loete, P.E.  
Director, Office of Highways  
Project Implementation, Chief Engineer

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

By:   
Joanie Woodworth  
Acting Chief Fiscal Officer

Date: 9/30/20

By:   
Phillip C. Kaufmann, Chief Counsel

Date: 9/25/20

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**ATTACHMENT 1**  
**TIN CERTIFICATION**

The CITY certifies that:

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

**Taxpayer Identification Number:** 37-6001761

**Legal Status**

- |   |  |
|---|--|
| <input type="checkbox"/> Individual   | <input checked="" type="checkbox"/> Government   |
| <input type="checkbox"/> Sole Proprietor  | <input type="checkbox"/> Nonresident Alien   |
| <input type="checkbox"/> Partnership/Legal Corporation  | <input type="checkbox"/> Estate or Trust   |
| <input type="checkbox"/> Tax-exempt   | <input type="checkbox"/> Pharmacy ( Non Corp.)   |
| <input type="checkbox"/> Corporation providing or billing medical and/or health care services     | <input type="checkbox"/> Pharmacy/Funeral home /Cemetery                                   |
| <input type="checkbox"/> Corporation NOT providing or billing medical and/or health care services | <input type="checkbox"/> Limited Liability Company ( select applicable tax classification) |
| <input type="checkbox"/> Other _____  | <input type="checkbox"/> D= Disregarded entity   |
|   | <input type="checkbox"/> C= Corporation  |
|   | <input type="checkbox"/> P= Partnership  |



## EXHIBIT A

Sec. 31-33. - Discharge of sewage into stormwater sewers.

No person shall discharge or cause to be discharged any sewage or industrial wastewater into any connection with any sewer or drain designated by the director, for the exclusive conveyance of stormwater.

(Code 1957, § 34-6)



Owner           Mason Todd  
Address        1529 S. Western Avenue  
                  Peoria, Illinois  
Route          FAU 6594 (Western Ave)  
County         Peoria  
Job No.        C-94-048-18  
Parcel No.     014  
P.I.N. No.     18-18-432-020  
Section        16-00368-01-PV  
Project No.    Western Avenue  
Contract No.   89766  
Catalog No.   035741-00D

**TEMPORARY CONSTRUCTION EASEMENT**  
**(Individual)**

Mason Todd and April Todd, married persons (Grantor), of the County of Peoria and State of Illinois, for and in consideration of Seven Hundred and 00/100 Dollars (\$700.00), receipt of which is hereby acknowledged, hereby represents that Grantor owns the fee simple title to and grants and conveys to the City of Peoria, State of Illinois, (Grantee), a temporary construction easement for the purpose of grading, shaping, working room and other roadway purposes, on, over, and through the following described real estate:

A strip of land, 50-feet-wide, being in Lot 7 in Block "A" in Gillette's Subdivision, a subdivision of the South Half of Lot 8 in Curtenius and Griswold's Subdivision of the Southeast Quarter of Section 18, Township 8 North, Range 8 East of the Fourth Principal Meridian, described as follows: Beginning at a point on the southern property line of said Lot 8, a distance of 48-feet from the centerline of Western Avenue, thence continuing northerly to a point on the northern property line of said Lot 8, a distance of 48-feet from the centerline of Western Avenue.

The said tract of land contains 750-square-feet, more or less, or 0.017 acres, more or less.

situated in the County of Peoria, State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises."

The right, easement and privilege granted herein shall terminate 5 years from the execution of this document, or on the completion of the proposed project, whichever is the sooner.

Grantor shall have and retain all rights to use and occupy the premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, that Grantor's use and occupation of the premise may not interfere with Grantee's use of the premises for the purposes herein described.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the premises for highway purposes.

This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal representatives, successors and assigns of Grantor.

Dated this 16 day of January, 2020.

By: *Mason Todd*  
Signature

By: *April Todd*  
Signature

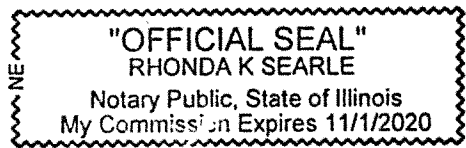
Mason Todd  
Print Name

April Todd  
Print Name

State of Illinois )  
                                  ) ss  
County of Peoria )

This instrument was acknowledged before me on January 16, 2020  
by Mason Todd and April Todd

(SEAL)

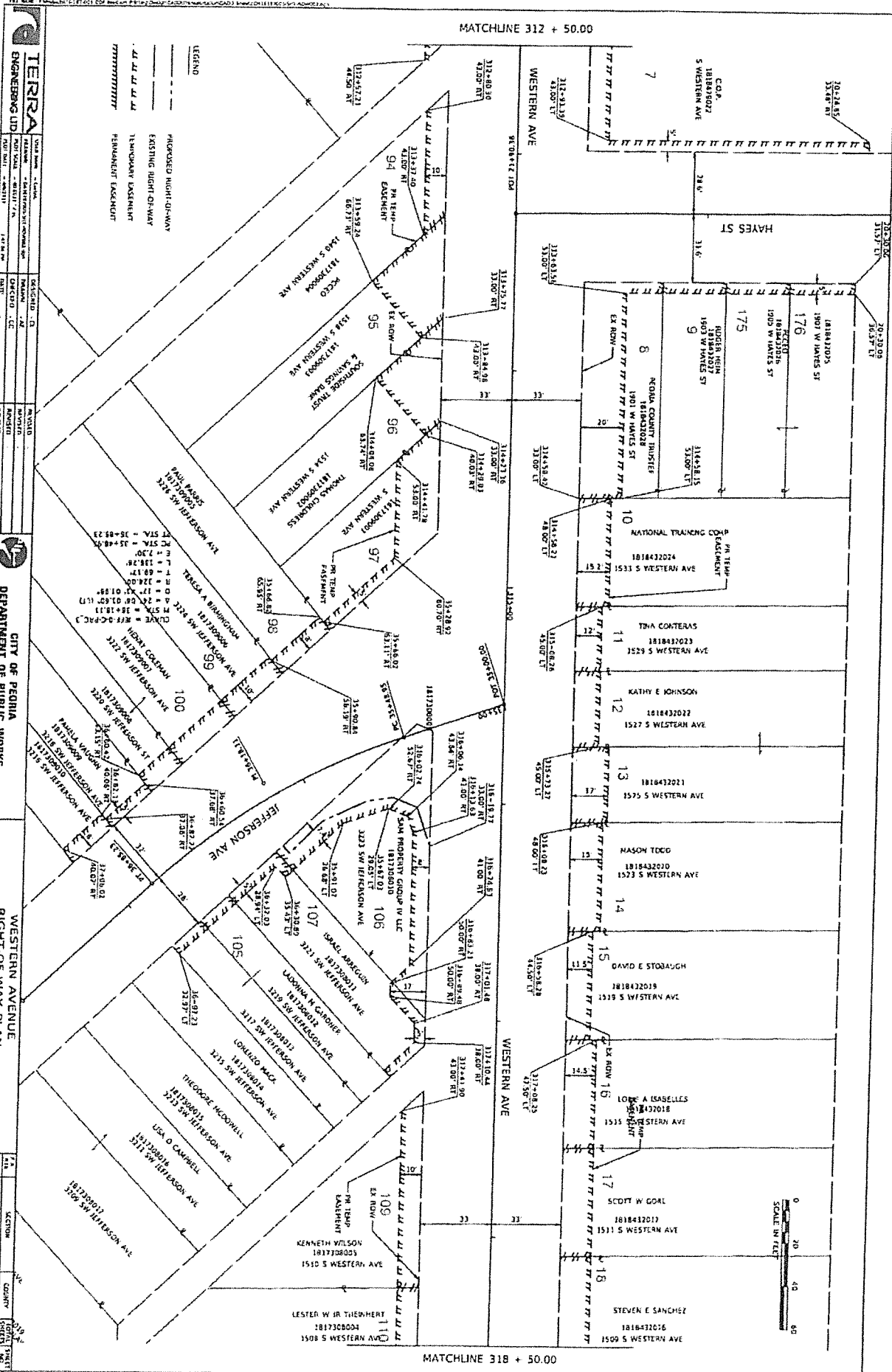


*Rhonda K Searle*  
Notary Public

My Commission Expires: 11/1/2020

This instrument was prepared by and after recording return to:

City of Peoria  
ATTN: Public Works Dept.  
3505 N. Dries Ln.  
Peoria, IL 61604





- 6. There are no chattel mortgages, conditional sales contracts or financing statements existing on or in connection with the premises to be conveyed which are not shown by the public records.
- 7. There are no taxes or special assessments which are not shown as existing liens by the public records involving the premises described in Exhibit A.
- 8. Per 50 ILCS 105/3.1, the identities of all owners and beneficiaries having an interest in the premises to be conveyed are as follows (check applicable box(es) and complete information requested):

**Individual.** Individual owner of the property is: Mason Todd

**Nonprofit Organization.** There is no individual or other organization receiving distributable income from the organization.

**Public Organization, including units of local government.** There is no individual or other organization receiving distributable income from the organization

**Publicly-Traded Corporation.** There is no readily known shareholder entitled to receive more than 7-1/2% interest in the total distribution income of the corporation.

**Corporation, Partnership, Limited Liability Company.** Those entitled to receive more than 7-1/2% of the total distributable income of said entity are as follows:

	Name	Address
*1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____

**Land Trust or Declaration of Trust.** The identity of each beneficiary of Grantor Trust is as follows:

	Name	Address	% of Interest
*1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

\* IF THE INITIAL DISCLOSURES SHOW INTERESTS HELD BY ANOTHER CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY, OR TRUST, THEN FURTHER DISCLOSURES SHOULD BE PROVIDED UNTIL THE NAMES OF INDIVIDUALS OWNING THE INTEREST IN THE ENTITY ARE DISCLOSED.





**Exhibit "A"**

Lot 7 in Block A in GILLETTE'S SUBDIVISION, a Subdivision of the South Half of Lot 8 in Curtenius and Griswold's Subdivision of the Southeast Quarter of Section 18, Township 8 North, Range 8 East of the Fourth Principal Meridian, according to the plat thereof recorded August 9, 1879 in Plat Book "A", Page 192, Peoria County Records; situate, lying and being in the County of Peoria and State of Illinois.

Parcel I.D. 18-18-432-020

Parcel Address: 1523 S. Western Avenue, Peoria, IL 61605



Receipt of Conveyance Documents and Disbursement Statement

Owner Mason Todd
Job No. C-94-048-18
Parcel No. 014

The People of the City of Peoria Illinois, (Grantee) acknowledges Receipt of the following:

(Check all that apply.)

- Warranty Deed covering square feet
Permanent Easement covering square feet
Temporary Construction Easement covering 750 square feet

all located in Peoria County, Illinois as right of way for FAU Route 6594 (Western Ave), Section 16-00368-01-PV dated January 16, 2020, executed by the undersigned Grantors.

Grantor and Grantee agree as follows:

- 1. The payment of the sum of Seven Hundred and 00/100 Dollars (\$700.00) to Grantor as total consideration for the temporary construction easement, by Grantee is subject to Grantee's approval of title and documentation and, if applicable.
2. All improvements located, wholly or partially, on the parcel shall become the property of the City of Peoria, Illinois, unless provided as follows:
None
3. Possession and transfer of title to City of Peoria occur when Grantee delivers a city check to Grantor, in person or to the address stated herein, in the amount of the above stated consideration, unless provided herein. Grantor shall have the sole responsibility and obligation to protect, preserve and maintain the parcel and improvements thereon until delivery of possession to Grantee.
4. Grantor directs Grantee to disburse the above stated consideration by warrant or by separate warrants as follows:

Table with 4 columns: Name\*, TIN/FEIN/SSN\*\*, Address, Amount. Row 1: Mason Todd & April Todd, 1523 S. Western Avenue Peoria, IL 61605, \$700.00. Summary rows show \$ and \$.

\*If multiple names on the same warrant, list first and circle the name of the person or entity whose TIN/FEIN/SSN is entered above. If lien holder is to be paid by warrant, use Grantor's TIN or SSN with their name listed first and lien holder second. The first payee must match the TIN used.

\*\*Attach a current W-9 form for each TIN/FEIN/SSN.

5. **NON-FOREIGN CERTIFICATION – FIRPTA.** Section 1445 of the Internal Revenue Code provides that a transferee (buyer) of a U.S. real property interest must withhold tax if the transferor is a foreign person. For purposes of this paragraph, “Transferee” shall mean “Grantee” and “Transferor” shall mean “Grantor”. To inform the Grantee that withholding of tax is not required upon the disposition of a U.S. real property interest by Grantor, the Grantor hereby certifies the following:
- a. Transferor is the owner of the real property being conveyed;
  - b. Transferor is not a foreign person, entity, or disregarded entity (as such terms are defined in the Internal Revenue Code and Income Tax Regulations); and
  - c. Transferor’s U.S. Taxpayer Identification Number and address set forth above are true and correct.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment or both.

MTAT  
Initial

6. This Receipt of Conveyance Documents and Disbursement Statement is the entire and exclusive agreement between the parties and supersede any written or oral understanding, promise or agreement, directly or indirectly related to the conveyance of parcel and improvements. The parties agree that any changes to this Receipt may only be made in writing and signed by the parties.

Date: 1/16/20, 2020

Grantor:

Mason Todd  
Signature

Mason Todd  
Print Name (and Title, if applicable)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name (and Title, if applicable)

April Todd  
Signature

April Todd  
Print Name (and Title, if applicable)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name (and Title, if applicable)

Date: January 16, 2020

Grantee:

The People of the City of Peoria, Illinois

Chonda K. Sauck  
for City of Peoria

# Request for Taxpayer Identification Number and Certification

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

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Mason Todd**

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.

Individual/sole proprietor or single-member LLC     C Corporation     S Corporation     Partnership     Trust/estate

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.

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) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.  
**1523 S. Western Avenue**

6 City, state, and ZIP code  
**Peoria, IL 61605**

7 List account number(s) here (optional)

Requester's name and address (optional)  
**City of Peoria-Dept. of Public Works  
 3505 N. Dries Lane  
 Peoria, IL 61604**

## 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

3	5	5	-	0	-	4	6	3	1
---	---	---	---	---	---	---	---	---	---

or

Employer identification number

		-							
--	--	---	--	--	--	--	--	--	--

## Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 ▶ *Mason Todd*    Date ▶ *1/16/20*

## 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](http://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.



Western Avenue  
Peoria County  
Project Parcel 18-18-432-020  
Mason & April Todd  
1529 S. Western Avenue  
Peoria, IL 61605  
(309) 213-0071

## CONSTRUCTION COMMITMENT

As part of an agreement with the property owners, Mason and April Todd, to execute a Temporary Easement for the purchase of approximately 0.017 acres+/- for grading and shaping along Western Avenue, Peoria County, in the amount of \$700.00. The following commitment has been made by the City of Peoria,:

- 1) The City of Peoria will deed the (future) vacant/City-owned 1519 S. Western property to Mason and April Todd after the Western roadway improvements have been completed.
- 2) Mason and April Todd (buyers) to record document and pay the approximate \$75 recording fee.
- 3) The two adjacent lots, 18-18-432-020 and 18-18-432-019 to be combined by buyer (Mason Todd) with Peoria County Assessor. After the lot is deeded, the Todd's will assume the real estate taxes.
- 4) Parking up to 4 vehicles would be allowed on the lot off the alley on a paved surface.
- 5) The Todd's will be responsible for the property maintenance requirements.

By: \_\_\_\_\_ Date \_\_\_\_\_  
Jane Gerdes,  
Civil Engineer

Accepted:  
By: Mason Todd \_\_\_\_\_ Date 1/16/20  
Mason Todd

By: April Todd \_\_\_\_\_ Date 1/16/20  
April Todd