

AGENDA
VILLAGE OF ROUND LAKE
COMMITTEE OF THE WHOLE MEETING
January 5, 2015
442 N. Cedar Lake Road
To Follow the Regular Board Meeting
The Regular Board Meeting is 7:00 P.M.

CALL TO ORDER

1. ROLL CALL

2. APPROVAL OF MINUTES

2.1 Approve the Minutes of the Committee of the Whole Meeting of December 15, 2014

3. PUBLIC COMMENT

4. COMMITTEE OF THE WHOLE

- Community Development
- Human Resources and Finance
- Public Works, Facilities and Capital Assets, and Engineering
- Special Events
- Building and Zoning
- Police
- Administration
 - Fire Suppression/Fire Code Changes
 - District Office Lease

5. SUGGESTED NEW TOPICS

6. EXECUTIVE SESSION

7. ADJOURN

MINUTES
 VILLAGE OF ROUND LAKE
 COMMITTEE OF THE WHOLE MEETING
 December 15, 2014
 442 N. Cedar Lake Road
 To Follow the Regular Board Meeting
 The Regular Board Meeting is 7:00 P.M.

CALL TO ORDER

THE COMMITTEE OF THE WHOLE MEETING OF THE VILLAGE OF ROUND LAKE WAS CALLED TO ORDER BY DAN MACGILLIS, VILLAGE PRESIDENT AT 7:36 P.M.

1. ROLL CALL

Present: Trustees Frye, Kraly, Simoncelli, Triphahn, Wicinski
Absent: Trustee Newby

2. APPROVAL OF MINUTES

2.1 Approve the Minutes of the Committee of the Whole Meeting of December 1, 2014
Trustee Triphahn moved, Seconded by Trustee Wicinski to approve the minutes of the Committee of the Whole Meeting of December 1, 2014. Upon a unanimous voice vote; the Mayor declared the motion carried

3. PUBLIC COMMENT

NONE

4. COMMITTEE OF THE WHOLE

- Community Development
- Human Resources and Finance
- Public Works, Facilities and Capital Assets, and Engineering
 - Cured In Place Pipe Liner (CIPP) for 18” Sanitary Sewer Interceptor Construction Engineering Services
 Kurt Baumann, from Baxter & Woodman, stated that this item is to provide Construction Engineering Services for the Cured in Place Pipe Liner (CIPP) at an amount not to exceed \$5,000.00. It was asked if the sanitary sewer had been televised at all, which Mr. Baumann stated yes and they observed dirt, roots etc. It was also asked by the Mayor if this project counts towards the 10% for inspection of our sanitary systems that is in the agreement with the Sanitary District, whereas Mr. Baumann stated yes, the Village can do 10% of the system per year over the next 10 years.

Mayor MacGillis and the board agreed to move forward on this and bring it to the next Regular board meeting of January 5, 2015

- Special Events
- Building and Zoning
- Police
 - Records Management System

Chief Gillette stated that the Police Department has been working with several Lake County police departments in creating a modern police records management system that is efficient and reliable at the best price available to us. The consortium, led by the Village of Lake Zurich, sought like information from software companies that supply the type of programs needed. After much deliberation the consortium determined the New World Systems offers the product that will be reliable especially over time, and is capable of fulfilling the needs for many years into the future. New World is the only program identified that is capable or willing to work within the consortium which will have, at this time, six police departments working jointly within the same records management system while being maintained at Lake Zurich and a back-up location. At this time Round Lake would pay 23.6% of the total cost. The police department currently uses a program that is problematic and is currently failing in most aspects. At this time staff recommends committing to the Lake Zurich led consortium and the New World Systems Records Management Software. Later in January, if all communities concur, an Intergovernmental Agreement and a Memorandum of Understanding will be prepared for a regular Board Meeting approval. It was also noted that this will save us money since we do not have to do the leg work to research for a new program

Mayor MacGillis and the board agreed to move forward on this and bring it to the next Regular board meeting of January 5, 2015

- Administration

5. SUGGESTED NEW TOPICS

6. EXECUTIVE SESSION
NONE

7. ADJOURN

Motion by Trustee Triphahn, Seconded by Trustee Frye to adjourn the Committee of the Whole meeting at 7:50 P.M. Upon a unanimous voice vote, the Mayor declared the motion carried.

APPROVED:

Patricia C. Blauvelt
Village Clerk

Daniel MacGillis
Village President



VILLAGE OF ROUND LAKE
AGENDA ITEM SUMMARY

TITLE: AMENDMENT TO FIRE CODE

Agenda Item No. COTW

Executive Summary:

Approximately a month ago staff met with a business owner that was willing to purchase property and relocate to the Village of Round Lake. However, due to the significant costs for fire suppression the business owner was hesitant to move forward with the project and as of today has not purchased the property. The fire suppression cost has been brought up a number of times in the last year by other developers and business owners.

Therefore, to remain competitive with surrounding communities and to support development, staff is recommending changes to the fire code. Specifically, section 15.04.020 – amendments and revisions, “Regardless of any conditions allowed in this section, all new commercial, industrial, and residential other than R-3 uses, shall be provided with an automatic sprinkler system.”

It is recommended by staff to migrate from a no square footage rule to the use of square footage as a threshold for fire suppression requirements. Attached is a memorandum from the Village Attorney and a copy of the Village’s Fire Code, Chapter 15.44.

Recommended Action:

For review, discussion, and providing staff additional guidance, if necessary.

Committee: -	Meeting Date: January 5, 2015																															
Lead Department: Administration	Presenter: Steven J. Shields, Village Administrator																															
Item Budgeted: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A If amount requested is over budget, a detailed explanation of what account(s) the overage will be charged to will be provided in the Executive Summary or attached detail.	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Account(s)</th> <th style="text-align: center;">Budget</th> <th style="text-align: center;">Expenditure</th> </tr> </thead> <tbody> <tr> <td>xx-xx-xx-xxxxx</td> <td style="text-align: center;">-</td> <td></td> </tr> <tr> <td>Item Requested</td> <td></td> <td></td> </tr> <tr> <td>Y-T-D Actual</td> <td></td> <td></td> </tr> <tr> <td>Amount Encumbered</td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td style="text-align: right;">Total:</td> <td style="text-align: center;">\$0.00</td> <td style="text-align: center;">\$0.00</td> </tr> <tr> <td colspan="3">Request is over/under budget:</td> </tr> <tr> <td style="text-align: right;">Under</td> <td colspan="2">-</td> </tr> <tr> <td style="text-align: right;">Over</td> <td colspan="2">-</td> </tr> </tbody> </table>	Account(s)	Budget	Expenditure	xx-xx-xx-xxxxx	-		Item Requested			Y-T-D Actual			Amount Encumbered						Total:	\$0.00	\$0.00	Request is over/under budget:			Under	-		Over	-		
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MEMORANDUM

To: Mayor MacGillis and Village Board

Cc: Steve Shields, Village Administrator

From: Michael F. Zimmermann and Luke Glisan

Date: January 2, 2015

Re: Proposed amendment to the fire suppression requirements in the Round Lake Village Code

Introduction

This memorandum provides relevant information for discussion at the January 5, 2015 Committee of the Whole Meeting concerning a potential amendment to the fire suppression requirements in the Round Lake Village Code. The Round Lake Village Code currently provides, in Section 15.04.020:

Regardless of any conditions allowed in this section, all new commercial, industrial, and residential other than R-3 uses (single family, duplex and townhouse residence), shall be provided with an automatic sprinkler system.

Examples of Other Municipalities

Neighboring municipalities have a variety of differing standards for fire suppression. As you will see in the examples below, many municipalities set a square footage threshold that must first be met for fire suppression to be required. Municipalities also frequently distinguish between requirements for new construction, as opposed to requirements for existing buildings.

Example 1. Round Lake Beach

An automatic sprinkler system shall be provided throughout a fire area containing a Group A-3 or Business Group B occupancy where one of the following conditions exists:

1. The fire area exceeds 12,000 square feet (1115m²).
2. The fire area has an occupancy load of 300 or more.
3. The fire area is located on a floor other than the level of exit discharge.

An automatic sprinkler system shall be provided throughout all fire areas including basements containing a Group R-1 occupancy, R-2 occupancy, R-4 occupancy and throughout all dwelling

units in conformity with Village Ordinance #02-03-02.

Example 2. Mundelein

Buildings or structures which are newly constructed are required to install an NFPA 13 compliant automatic sprinkler system throughout the entire building, which shall be maintained in full operating condition at all times.

An automatic sprinkler system shall be provided in existing buildings that change from one occupancy classification to another occupancy classification, as defined in Chapter 2 of the code as follows.

From any occupancy classification to Business Group B, where one of the following conditions exists:

1. The fire area exceeds 12,000 square feet;
2. The fire area has an occupant load of 300 or more;
3. The fire area is located on a floor other than the level of exit discharge;
4. From any occupancy classification to Miscellaneous Group U.

Exceptions:

1. One and two family residence and accessory structures related thereto, unless specified elsewhere in this code.
2. Buildings and structures that are classified as Miscellaneous group shall not be required to install a required NFPA 13 compliant sprinkler system when all of the following are met:
 - a. Have a maximum floor area of 1000 square feet;
 - b. Are a maximum of two stories in height
 - c. Have a maximum building height of 25 feet, as measured to the average "mean" of the building or structure;
 - d. Have a minimum separation to other buildings or structures of 20 feet;
 - e. Cannot be used for storage of hazardous materials;
 - f. Shall have heat and/or smoke detectors, supervised by the Village of Mundelein Dispatch System in accordance with Section 907.2.2.

Example 3. Village of Volo

New construction – Automatic sprinkler systems shall be installed in all new commercial and industrial buildings of one thousand five hundred (1,500) square feet or more, gross building area. Automatic sprinkler systems shall be installed in all new health care, institutional, education, hotels, motels, dormitories, non-residential day care, and bed and breakfast facilities, and buildings with three (3) or more dwelling units regardless of size. Automatic sprinkler systems shall be installed in accordance with the National Fire Protection Association ("NFPA") standard no. 13, 2010 edition. The system shall also have the approval of the village fire code official in respect to design, installation, and number of fire zones. In the event that municipal water is not available at the time of the new construction the sprinkler systems shall be pre-piped within the building with a fire department connection and tied to the municipal

water system when it becomes available. This exception only applies to facilities amended by this ordinance.

Existing buildings – If an existing building is enlarged to three thousand (3000) square feet or more the building and/or the addition shall be equipped with a sprinkler system and a one hour fire rating shall protect the existing structure.

Example 4. Wauconda

New construction. Automatic sprinkler systems shall be installed in all new commercial and industrial occupancies of one thousand five hundred (1,500) square feet or more, gross building area. Automatic sprinkler systems shall be installed in all new health care, institutional, education, hotels, motels, dormitories, non-residential day care, and bed and breakfast facilities regardless of size. Automatic sprinkler systems shall be installed in accordance with the National Fire Protection Association Standard No. 13, 2002 Edition. The system shall also have the approval of the Village Fire Marshal in respect to design, installation, and number of fire zones.

Existing buildings. If the structure is larger than two thousand five hundred (2,500) square feet gross building area and if the structure is enlarged in any manner, a sprinkler system shall be installed.

Committee of the Whole Discussion

The examples above demonstrate that municipalities have discretion in establishing fire suppression standards. However, there are certain fire suppression standards that municipalities generally adhere to, such as those set forth by the National Fire Protection Association.

The Office of the Village Administrator recommends establishing a 12,000 square foot threshold as part of the Village's requirements for automatic sprinklers in existing buildings. As seen in the examples above, neighboring municipalities have adopted an identical square footage threshold as one part of a multi-factor standard to determine if a particular building needs automatic sprinklers.

Following the discussion by the Committee of the Whole, the Village's attorneys will review the proposed fire suppression standard to ensure compliance with all applicable legal guidelines.

Chapter 15.44 - FIRE CODE ADOPTED**Sections:****15.44.010 - International Fire Code, 2006 Edition, adopted.**

That a certain document, three copies of which are on file in the office of the clerk of Round Lake, being marked and designated as the International Fire Code, 2006 Edition, as published by the International Code Council, be and is adopted as the Fire Code of the village of Round Lake, in the state of Illinois for regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises in as herein provided; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said Fire Code on file in the office of the village of Round Lake are referred to, adopted, and made a part hereof, as if fully set out in this chapter, with the additions, insertions, deletions and changes, if any, prescribed in Section 15.44.020 of this chapter.

(Ord. 07-0-05 § 1 (part))

15.04.020 - Amendments and revisions.

The following sections of the International Fire Code, 2006 Edition, are amended and revised as hereinafter stated:

Section 101.1. Insert: Village of Round Lake

Section 109.3. Insert: Misdemeanor, \$750, 180 days

Section 111.4. Insert: \$50, \$750

Section 201.3. Delete reference to the International Plumbing Code and replace with Illinois Plumbing Code.

Section 903.2.1 thru Section 903.2.10.3. Delete this section in its entirety and substitute in its place the following:

Regardless of any conditions allowed in this section, all new commercial, industrial, and residential other than R-3 uses (single family, duplex and townhouse residences), shall be provided with an automatic sprinkler system.

Section 907.1.2.1. Add the following to this section:

The transmission of all required automatic fire alarm signals shall be by wireless radio transmission to an approved location.

Section 903.3.5. Delete reference to the International Plumbing Code and replace with Illinois Plumbing Code.

Section 912.5. Delete reference to the International Plumbing Code and replace with Illinois Plumbing Code.

Section 2211.2.3. Delete reference to the International Plumbing Code and replace with Illinois Plumbing Code.

Section 2704.2.2.6. Delete reference to the International Plumbing Code and replace with Illinois Plumbing Code.

The geographic limits referred to in Sections 3204.3.1.1 thru 3804.2 of the 2006 International Fire Code are established as follows:

Section 3204.3.1.1 (geographic limits in which the storage of flammable cryogenic fluids in stationary containers is prohibited): Village of Round Lake.

Section 3404.2.9.5.1 (geographic limits in which the storage of Class I and Class II liquids in above-ground tanks outside of buildings is prohibited): Village of Round Lake.

Section 3406.2.4.4 (geographic limits in which the storage of Class I and Class II liquids in above-ground tanks is prohibited): Village of Round Lake.

Section 3804.2 (geographic limits in which the storage of liquefied petroleum gas is restricted for the protection of heavily populated or congested areas): Village of Round Lake.

Chapter 45. Delete all references to the International Plumbing Code and replace with Illinois Plumbing Code.

(Ord. 07-0-05 § 1 (part))



VILLAGE OF ROUND LAKE
AGENDA ITEM SUMMARY

TITLE: OFFICE LEASE

Agenda Item No. COTW

Executive Summary:

Attached is a District Office Lease for an office Congressman Bob Dold would like to open in the Round Lake area. With the annex unused, it is suggested by staff that the Village Board allow the use of a room in the annex building. It would not be used as a campaign office, but rather a place constituents can meet with the Congressman or his representative.

Staff does not believe this will create any undue hardship for the Village; however, items that may need to be discussed include parking, security, and access to the building.

Recommended Action:

For review, discussion, and providing staff additional guidance, if necessary.

Committee: -	Meeting Date: January 5, 2015																														
Lead Department: Administration	Presenter: Steven J. Shields, Village Administrator																														
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District Office Lease – Instructions

NO LEASE OR ATTACHMENT CAN BE SIGNED BEFORE THEY HAVE BEEN APPROVED BY THE ADMINISTRATIVE COUNSEL.

The term for a District Office Lease for the 114th Congress may not commence prior to January 3, 2015.

Members should endeavor to lease space through the last day of a congressional term rather than the last day of a calendar year. For the 114th Congress, leases should end on January 2, 2017, not December 31, 2016.

- A. The preamble has three blank lines to be filled in: (1) Landlord's name; (2) Landlord's address; and (3) Member/Member-Elect's name.
- B. Section 1 has three blank lines to be filled in: (1) square footage of the leased office (optional); (2) street address of the leased office; and (3) city, state and ZIP code of the leased office.
- C. Section 2 has boxes that can be checked on whether any lease amenities (such as parking, utilities, janitorial services, trash removal, etc.) are included in the lease. Note that this checklist is only for convenience and the listed amenities are not required. Some of the options have a blank line to be filled in to provide additional information about an amenity.
- D. Section 3 has two blank lines to be filled in: (1) date lease begins (must be on or after January 3, 2015); and (2) date lease ends (must be on or before January 2, 2017).
- E. Section 4 has one blank line for the monthly rent amount (write "zero" if no rent is to be paid).
- F. Section 5 has one blank line – the number of days' notice required for either party to terminate the lease before the end of the term. A standard period is 30 days, but any figure is acceptable. If the lease may not be terminated early, enter "N/A" in this blank.
- G. Sections 1–9, other than filling in the blanks, may not be altered or deleted.
- H. Section 11 has space provided to list any additional lease provisions.
- I. Prior to either party signing a lease, the Member/ Member-Elect must submit the proposed lease, accompanied by a copy of the District Office Lease Attachment for the 114th Congress, to the Administrative Counsel for review and approval. If the proposed terms and conditions of the lease are determined to be in compliance with applicable law and House Rules and Regulations, the Administrative Counsel will notify the Member/Member-Elect that (s)he may proceed with the signing of the lease. Please submit the proposed lease and District Office Lease Attachment either by e-mail in PDF form (leases@mail.house.gov) or fax (202-225-6999).
- J. **The Member/Member-Elect is required to personally sign the documents. A signed and dated District Office Lease Attachment must accompany this lease.** Once signed by both parties, the Lease and the District Office Lease Attachment must be submitted to the Administrative Counsel for final approval. They may be sent by email in PDF form or faxed to 202-225-6999, but the originals still must be submitted by inter office mail (217 Ford House Office Building, Washington, D.C. 20515) after emailing or faxing.
- K. If approved, Administrative Counsel will send the forms to Finance so that payment can begin. If there are errors on the form, the Member office will be contacted and required to correct them.

U.S. House of Representatives

Washington, D.C. 20515

District Office Lease

(Page 1 of 3 – 114th Congress)

Pursuant to 2 U.S.C.A. § 4313, and the Regulations of the Committee on House Administration (as modified from time to time by Committee Order) relating to office space in home districts, _____

(Landlord's name) (Landlord's street address, city, state, ZIP code)
("Lessor"), and _____, a Member/Member-Elect of the U.S. House of Representatives ("Lessee"), agree as follows:

1. **Location.** Lessor shall lease to Lessee _____ square feet of office space located at _____

(Office street address)
in the city, state and ZIP code of _____.
(Office city, state and ZIP)

2. **Lease Amenities.** Note that this checklist is for convenience only and the listed amenities are not required. However, the interior wiring of a CAT 5e or better and broadband internet access to the building will likely expedite the process for the office to be fully operational.

The Lease includes (please check any and complete all that apply):

Telephone Service Available. (interior wiring CAT 5e or better)

Broadband Internet Access to Building. (e.g., COMCAST, COX or like provider)

Parking. ___ no. of assigned parking spaces ___ no. of unassigned parking spaces

General off-street parking on an as available basis

Utilities. Includes: _____

Janitorial Services. Frequency: _____

Trash Removal. Frequency: _____

Carpet Cleaning. Frequency: _____

Window Washing. Window Treatments.

Tenant Alterations Included In Rental Rate.

After Hours Building Access.

Office Furnishings. Includes: _____

Cable TV Accessible. If checked, Included in Rental Rate Yes No

Building Manager. Onsite On Call Contact Name: _____

Phone Number: _____ Email Address: _____

3. **Term.** Lessee shall have and hold the leased premises for the period beginning _____, 20____ and ending _____, 20____. The term of this District Office Lease ("Lease") may not exceed two (2) years and may not extend beyond January 2, 2017, which is the end of the constitutional term of the Congress to which the Member is elected.

4. **Rent.** The monthly rent shall be _____, and is payable in arrears on or before the last day of each calendar month. Rent payable under this Lease shall be prorated on a daily basis for any fraction of a month of occupancy.

U.S. House of Representatives

Washington, D.C. 20515

District Office Lease

(Page 2 of 3 – 114th Congress)

5. **Early Termination.** This Lease may be terminated by either party giving _____ days' prior written notice to the other party. The commencement date of such termination notice shall be the date such notice is delivered or, if mailed, the date such notice is postmarked.
6. **Payments.** During the term of this Lease, rent payments under Section 4 of this Lease shall be remitted to the Lessor by the Chief Administrative Officer of the U.S. House of Representatives (the "CAO") on behalf of the Lessee.
7. **District Office Lease Attachment for 114th Congress.** The District Office Lease Attachment attached hereto is incorporated herein by reference, and this Lease shall have no force or effect unless and until accompanied by an executed District Office Lease Attachment for the 114th Congress.
8. **Counterparts.** This Lease may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
9. **Section Headings.** The section headings of this Lease are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.
10. **Modifications.** Any amendments, additions or modifications to this Lease inconsistent with Sections 1 through 9 above shall have no force or effect to the extent of such inconsistency.
11. **Other.** Additionally, the Lessor and the Lessee agree to the following:

[Signature page follows.]

U.S. House of Representatives
Washington, D.C. 20515

District Office Lease

(Page 3 of 3 – 114th Congress)

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease as of the later date written below by the Lessor or the Lessee.

Print Name of Lessor/Landlord/Company

Print Name of Lessee

By: _____
Lessor Signature

Lessee Signature

Name:
Title:

Date

Date

This District Office Lease must be accompanied with an executed District Office Lease Attachment.

**U.S. House of Representatives
Substitute W-9 and ACH Vendor/Miscellaneous Payment Enrollment Form**

Internal Revenue Code 6109, 31 U.S.C. 3322, 31 CFR 210 and the 1996 Debt Collection Improvement Act require all entities that do business with the United States Government to provide a Tax Identification Number (TIN) and Electronic Funds Transfer (EFT) information for payment. PL 93-579 protects your privacy and mandates that the information never be published or used for any other purpose than to pay you. *Please complete all sections below, sign and return via the email or fax number listed.*

RETURN FORM TO: VendorEFT@mail.house.gov FAX NUMBER: **(202) 225-6914**

SECTION I UNITED STATES HOUSE OF REPRESENTATIVES INFORMATION	
ADDRESS	US HOUSE OF REPRESENTATIVES - ACCOUNTING, 3100 O'NEILL FEDERAL BUILDING, WASHINGTON, DC 20515
AGENCY IDENTIFIER	53-6002523 AGENCY LOCATION CODE 4832 TELEPHONE NUMBER (202) 226-2277

SECTION II PAYEE/COMPANY INFORMATION	
NAME (AS SHOWN ON YOUR INCOME TAX RETURN)	CHECK APPROPRIATE BOX FOR FEDERAL TAX CLASSIFICATION (required)
BUSINESS NAME/DISREGARDED ENTITY NAME or DBA, IF DIFFERENT THAN ABOVE	<input type="checkbox"/> Individual/Sole Proprietor <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 tax classification (C=C corporation, S=S corporation, P= Partnership) Exempt payee <input type="checkbox"/>
TYPE OF TAX IDENTIFICATION NUMBER <input type="checkbox"/> SOCIAL SECURITY NUMBER (or) <input type="checkbox"/> EIN ADDRESS/CITY/STATE/ZIP	ENTER TAX IDENTIFICATION NUMBER PURCHASE ORDER ADDRESS/CITY/STATE/ZIP
CONTACT PERSON NAME	EMAIL
TELEPHONE NUMBER FAX NUMBER	TELEPHONE NUMBER FAX NUMBER
REMIT TO ADDRESS	

SECTION III FINANCIAL INSTITUTION INFORMATION	
BANK NAME (Branch City, State)	
ACH COORDINATOR NAME	TELEPHONE NUMBER
NINE-DIGIT ROUTING TRANSIT NUMBER	
DEPOSITOR ACCOUNT TITLE	
DEPOSITOR ACCOUNT NUMBER	LOCKBOX NUMBER
TYPE OF ACCOUNT	<input type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS <input type="checkbox"/> LOCKBOX

SECTION IV SOCIO-ECONOMIC INFORMATION	
Type of Business	<input type="checkbox"/> Large Business-No Socio-Economic Designations <input type="checkbox"/> Minority <input type="checkbox"/> SmBusiness <input type="checkbox"/> Sm-Disadv/Minority <input type="checkbox"/> Sm-Disadv Only <input type="checkbox"/> SmMin Only
Sm-Disadvantaged Business Prog	<input type="checkbox"/> 8 (a) Firm <input type="checkbox"/> HUBZone Program <input type="checkbox"/> HUBZone Eligible <input type="checkbox"/> Emerging Small Business <input type="checkbox"/> Women-Owned Business
Other Preference Programs	<input type="checkbox"/> Buy Indian <input type="checkbox"/> Directed to JWOD Non-Profit <input type="checkbox"/> No Preference/Not Listed <input type="checkbox"/> Small Business Set-Aside <input type="checkbox"/> Very Small Business Set-Aside
Veteran Owned Status	<input type="checkbox"/> Non-Vet Owned SmBus <input type="checkbox"/> Other Vet Owned SmBus <input type="checkbox"/> Serv-Disabled Vet Other Bus <input type="checkbox"/> Serv-Disabled Vet Owned SB <input type="checkbox"/> Vet-Owned Other Bus
Size of Business	<input type="checkbox"/> (A) 50 or less <input type="checkbox"/> (B) 51-100 <input type="checkbox"/> (C) 101-250 <input type="checkbox"/> (D) 251-500 <input type="checkbox"/> (E) 501-750 <input type="checkbox"/> (F) 751-1,000 <input type="checkbox"/> (G) Over 1,000 <input type="checkbox"/> (M) 1 million or less <input type="checkbox"/> (N) 1.1-2 million <input type="checkbox"/> (P) 2.1-3.5 million <input type="checkbox"/> (R) 3.1-5 million <input type="checkbox"/> (S) 5.1-10 million <input type="checkbox"/> (T) 10.1-17 million <input type="checkbox"/> (Z) Over 17 million

SECTION V CERTIFICATION OF DATA BY PAYEE/COMPANY		
NAME	TITLE/POSITION	
SIGNATURE	DATE	TELEPHONE NUMBER

**Instructions for Completing
U.S. House of Representatives
Substitute W-9 and ACH Vendor/Miscellaneous Payment Enrollment Form**

Section I - Agency Information – Includes the name and address, agency identifier, agency location code and telephone number for the House of Representatives.

Section II - Payee/Company Information – Print or type the name of the payee/company and address that will receive payment, social security or taxpayer ID number, contact person name, telephone number and email of the payee/company. Print or type the purchase order and remit to addresses if different from the payee/company address. Check the appropriate boxes for federal tax classification.

Section III - Financial Institution Information – Print or type the name and address of the payee/company's financial institution who will receive the ACH payment, ACH coordinator name and telephone number, nine-digit routing transit number, depositor (payee/company) account title and account number. Check the appropriate box for type of account. Payee/Company may include a voided check with this form.

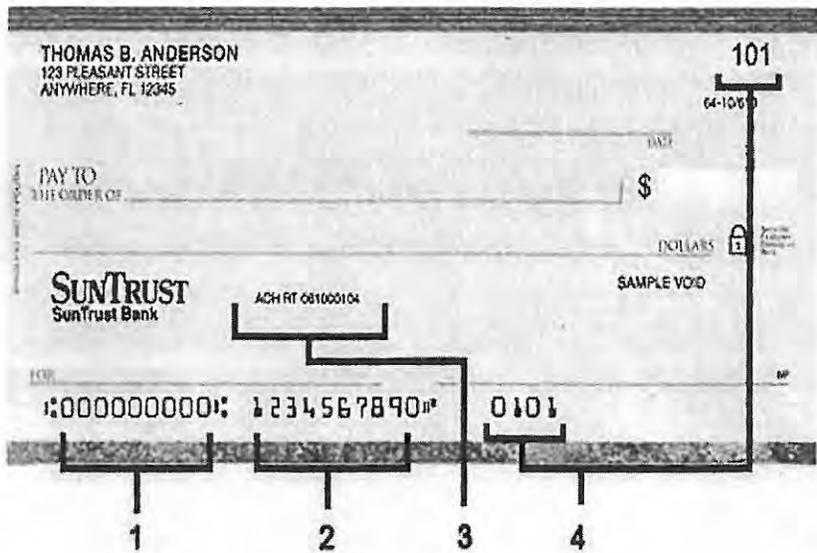
ACH Account Information Located on a Check or Deposit Ticket

- FINANCIAL INSTITUTION NAME name of the financial institution to which the payments are to be directed

- ROUTING TRANSIT NUMBER (RTN) financial institution's 9 digit routing transit number,
found on the bottom of a check or deposit ticket or from your Financial Institution

- ACCOUNT TITLE employee's or vendor's name on the account

- ACCOUNT NUMBER account number at the financial institution



1. Routing Transit Number (RTN) – nine digits located between two symbols. This number identifies the bank holding your account and check processing center.

2. Account number – this is your complete account number. Your account number can be up to 17 digits. Please include leading zeros.

3. ACH Routing Transit Number – Automated Clearing House routing number, use this number for your Routing Transit Number (RTN) if you bank with **SunTrust Bank**.

4. Check number – This information is not necessary - do not provide

Section IV - Socio-Economic Information – Check the boxes for each category, if applicable: type of business, small disadvantaged business program, HUBZone program, emerging small business, women-owned business, other preference programs, Veteran owned status and size of business. Detailed information related to Small Business programs can be found at <http://www.sba.gov/>.

Section V - Certification of Data By Payee/Company – Print or type the name, title/position and phone number of the Authorized official. The Authorized official must sign and date the form.

District Office Lease Attachment- Instructions

The District Office Lease Attachment is a 4-page document that must accompany *every* Lease or District Office Lease Amendment that is submitted for a Member/Member-Elect's District Office.

NO LEASE, AMENDMENT OR ATTACHMENT CAN BE SIGNED BEFORE THEY HAVE BEEN APPROVED BY THE ADMINISTRATIVE COUNSEL.

The term of a District Office Lease or Amendment for the 114th Congress may not commence prior to January 3, 2015.

Members should endeavor to lease space through the last day of a congressional term rather than the last day of a calendar year. For the 114th Congress, leases should end on January 2, 2017, not December 31, 2016.

Four things are required:

1. the signature of the Landlord and date;
2. the signature of the Member/ Member-Elect of Congress and date;
3. contact information for the person in the Member/ Member-Elect's office whom we should call if there are any problems or questions (scheduler, etc.); and
4. the signature from the Office of the Administrative Counsel.

A few things to keep in mind:

- A. **The Member/ Member-Elect is required to personally sign the documents.**
- B. **The Attachment SHALL NOT have any provisions deleted or changed.**
- C. Even if rent is zero, an Attachment is still required.
- D. **Prior to either party signing a Lease or Amendment, the Member/ Member-Elect must submit the proposed Lease or Amendment, accompanied by a copy of the Attachment, to the Administrative Counsel for review and approval.** If the Administrative Counsel determines that the proposed terms and conditions of the Lease or Amendment are in compliance with applicable law and House Rules and Regulations, the Administrative Counsel will notify the Member/Member-Elect that (s)he may proceed with the execution of the Lease or Amendment. Please submit the proposed Lease or Amendment and Attachment either by e-mail in PDF form (leases@mail.house.gov) or by fax (202-225-6999).
- E. Once signed by both parties, the Lease or Amendment and the Attachment must be submitted to the Administrative Counsel for final approval. The Attachment should be submitted at the same time the Lease or Amendment is sent to the Administrative Counsel. They may be sent by email in PDF form or faxed to (202-225-6999), but the originals still must be submitted by interoffice mail (217 Ford House Office Building, Washington, D.C. 20515) after emailing or faxing.
- F. Without a properly signed and submitted Attachment, the Lease or Amendment cannot be approved and payments will not be made. The parties agree that any charges for default, early termination or cancellation of the Lease or Amendment which result from actions taken by or on behalf of the Lessee shall be the sole responsibility of the Lessee, and are not reimbursable from the Member's Representational Allowance.
- G. **Lessor shall provide a copy of any assignment, estoppel certificate, notice of a bankruptcy or foreclosure, or notice of a sale or transfer of the leased premises to the Administrative Counsel by e-mail in PDF form (leases@mail.house.gov).**

District Office Lease Attachment

(Page 1 of 4 – 114th Congress)

1. **Incorporated District Office Lease Attachment.** Lessor (Landlord) and Lessee (Member/Member-Elect of the U.S. House of Representatives) agree that this District Office Lease Attachment (“Attachment”) is incorporated into and made part of the Lease (“Lease”) and, if applicable, District Office Lease Amendment (“Amendment”) to which it is attached.
2. **Performance.** Lessor expressly acknowledges that neither the U.S. House of Representatives (the “House”) nor its Officers are liable for the performance of the Lease. Lessor further expressly acknowledges that payments made by the Chief Administrative Officer of the House (the “CAO”) to Lessor to satisfy Lessee’s rent obligations under the Lease – which payments are made solely on behalf of Lessee in support of his/her official and representational duties as a Member of the House – shall create no legal obligation or liability on the part of the CAO or the House whatsoever. Lessee shall be solely responsible for the performance of the Lease and Lessor expressly agrees to look solely to Lessee for such performance.
3. **Modifications.** Any amendment to the Lease must be in writing and signed by the Lessor and Lessee. Lessor and Lessee also understand and acknowledge that the Administrative Counsel for the CAO (“Administrative Counsel”) must review and give approval of any amendment to the Lease prior to its execution.
4. **Compliance with House Rules and Regulations.** Lessor and Lessee understand and acknowledge that the Lease shall not be valid, and the CAO will not authorize the disbursement of funds to the Lessor, until the Administrative Counsel has reviewed the Lease to determine that it complies with the Rules of the House and the Regulations of the Committee on House Administration, and approved the Lease by signing on page 4 of this Attachment.
5. **Payments.** The Lease is a fixed term lease with monthly installments for which payment is due in arrears on or before the end of each calendar month. In the event of a payment dispute, Lessor agrees to contact the Office of Finance of the House at 202-225-7474 to attempt to resolve the dispute before contacting Lessee.
6. **Void Provisions.** Any provision in the Lease purporting to require the payment of a security deposit shall have no force or effect. Furthermore, any provision in the Lease purporting to vary the dollar amount of the rent specified in the Lease by any cost of living clause, operating expense clause, pro rata expense clause, escalation clause, or any other adjustment or measure during the term of the Lease shall have no force or effect.
7. **Certain Charges.** The parties agree that any charge for default, early termination or cancellation of the Lease which results from actions taken by or on behalf of the Lessee shall be the sole responsibility of the Lessee, and shall not be paid by the CAO on behalf of the Lessee.
8. **Death, Resignation or Removal.** In the event Lessee dies, resigns or is removed from office during the term of the Lease, the Clerk of the House may, at his or her sole option, either: (a) terminate the Lease by giving thirty (30) days’ prior written notice to Lessor; or (b) assume the obligation of the Lease and continue to occupy the premises for a period not to exceed sixty (60) days following the certification of the election of the Lessee’s successor. In the event the Clerk elects to terminate the Lease, the commencement date of such thirty (30) day termination notice shall be the date such notice is delivered to the Lessor or, if mailed, the date on which such notice is postmarked.

District Office Lease Attachment

(Page 2 of 4 – 114th Congress)

9. **Term.** The term of the Lease may not exceed the constitutional term of the Congress to which the Lessee has been elected. The Lease may be signed by the Member-Elect before taking office. Should the Member-Elect not take office to serve as a Member of the 114th Congress, the Lease will be considered null and void.
10. **Early Termination.** If either Lessor or Lessee terminates the Lease under the terms of the Lease, the terminating party agrees to promptly file a copy of any termination notice with the Office of Finance, U.S. House of Representatives, B-245 Longworth House Office Building, Washington, D.C. 20515, and with the Administrative Counsel by e-mail at leases@mail.house.gov.
11. **Assignments.** Lessor shall not have the right to assign (by operation of law or otherwise) any of its rights, interests and obligations under the Lease, in whole or in part, without providing thirty (30) days prior written notice to Lessee, and any such purported assignment without such notice shall be void. Lessor shall promptly file a copy of any such assignment notice with the Administrative Counsel by e-mail at leases@mail.house.gov.
12. **Sale or Transfer of Leased Premises.** Lessor shall provide thirty (30) days prior written notice to Lessee in the event (a) of any sale to a third party of any part of the leased premises, or (b) Lessor transfers or otherwise disposes of any of the leased premises, and provide documentation evidencing such sale or transfer in such notice. Lessor shall promptly file a copy of any such sale or transfer notice with the Administrative Counsel by e-mail at leases@mail.house.gov.
13. **Bankruptcy and Foreclosure.** In the event (a) Lessor is placed in bankruptcy proceedings (whether voluntarily or involuntarily), (b) the leased premises is foreclosed upon, or (c) of any similar occurrence, Lessor agrees to promptly notify Lessee in writing. Lessor shall promptly file a copy of any such notice with the Office of Finance, U.S. House of Representatives, B-245 Longworth House Office Building, Washington, D.C. 20515, and with the Administrative Counsel by e-mail at leases@mail.house.gov.
14. **Estoppel Certificates.** Lessee agrees to sign an estoppel certificate relating to the leased premises (usually used in instances when the Lessor is selling or refinancing the building) upon the request of the Lessor. Such an estoppel certificate shall require the review of the Administrative Counsel, prior to Lessee signing the estoppel certificate. Lessor shall promptly provide a copy of any such estoppel certificate to the Administrative Counsel by e-mail at leases@mail.house.gov.
15. **Maintenance of Common Areas.** Lessor agrees to maintain in good order, at its sole expense, all public and common areas of the building including, but not limited to, all sidewalks, parking areas, lobbies, elevators, escalators, entryways, exits, alleys and other like areas.
16. **Maintenance of Structural Components.** Lessor also agrees to maintain in good order, repair or replace as needed, at its sole expense, 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/heating systems or equipment (including window air conditioning units provided by the Lessor) serving the premises.

District Office Lease Attachment

(Page 3 of 4 – 114th Congress)

17. **Lessor Liability for Failure to Maintain.** Lessor shall be liable for any damage, either to persons or property, sustained by Lessee or any of his or her employees or guests, caused by Lessor's failure to fulfill its obligations under Sections 15 and 16.
18. **Initial Alterations.** Lessor shall make any initial alterations to the leased premises, as requested by Lessee and subject to Lessor's consent, which shall not be unreasonably withheld. The cost of such initial alterations shall be included in the annual rental rate.
19. **Federal Tort Claims Act.** Lessor agrees that the Federal Tort Claims Act, 28 U.S.C. §§ 2671-80, satisfies any and all obligations on the part of the Lessee to purchase private liability insurance. Lessee shall not be required to provide any certificates of insurance to Lessor.
20. **Limitation of Liability.** Lessor agrees that neither Lessee nor the House nor any of the House'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 the Lease or Lessee's tenancy.
21. **Compliance with Laws.** Lessor shall be solely responsible for complying with all applicable permitting and zoning ordinances or requirements, and with all local and state building codes, safety codes and handicap accessibility codes (including the Americans with Disabilities Act), both in the common areas of the building and the leased space of the Lessee.
22. **Electronic Funds Transfer.** Lessor agrees to accept monthly rent payments by Electronic Funds Transfer and agrees to provide the Office of Finance, U.S. House of Representatives, with all banking information necessary to facilitate such payments.
23. **Refunds.** Lessor shall promptly refund to the CAO, without formal demand, any payment made to the Lessor by the CAO for any period for which rent is not owed because the Lease has ended or been terminated.
24. **Conflict.** Should any provision of this Attachment be inconsistent with any provision of the attached Lease or attached Amendment, the provisions of this Attachment shall control, and those inconsistent provisions of the Lease or the Amendment shall have no force and effect to the extent of such inconsistency.
25. **Construction.** Unless the clear meaning requires otherwise, words of feminine, masculine or neuter gender include all other genders and, wherever appropriate, words in the singular include the plural and vice versa.
26. **Fair Market Value.** The Lease or Amendment is entered into at fair market value as the result of a bona fide, arms-length, marketplace transaction. The Lessor and Lessee certify that the parties are not relatives nor have had, or continue to have, a professional or legal relationship (except as a landlord and tenant).
27. **District Certification.** The Lessee certifies that the office space that is the subject of the Lease is located within the district the Lessee was elected to represent unless otherwise authorized by Regulations of the Committee on House Administration.

District Office Lease Attachment

(Page 4 of 4 – 114th Congress)

28. **Counterparts.** This Attachment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
29. **Section Headings.** The section headings of this Attachment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease Attachment as of the later date written below by the Lessor or the Lessee.

Print Name of Lessor/Landlord

Print Name of Lessee

By:

Lessor Signature

Lessee Signature

Name:

Title:

Date

Date

From the Member's Office, who is the point of contact for questions?

Name _____ Phone (____) _____ E-mail _____@mail.house.gov

This District Office Lease Attachment and the attached Lease or Amendment have been reviewed and are approved, pursuant to Regulations of the Committee on House Administration.

Signed _____ Date _____, 20____.
(Administrative Counsel)

Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.
Copies may also be faxed to 202-225-6999.