## **CITY OF WASHINGTON**

#### PLANNING & DEVELOPMENT DEPARTMENT

301 Walnut St. · Washington, IL 61571 Ph. 309-444-1135 · Fax 309-444-9779 http://www.washington-illinois.org joiliphant@ci.washington.il.us

#### **MEMORANDUM**

TO: Mayor Manier and City Council

FROM: Jon R. Oliphant, AICP, Planning & Development Director

SUBJECT: First Reading Ordinance – TIF Funding Request – Heider Properties, Inc., 101-103

Washington Square

DATE: April 14, 2017

# (AS TIME IS OF THE ESSENCE TO BEGIN CONSTRUCTION, A REQUEST HAS BEEN MADE TO WAIVE THE SECOND READING)

Heider Properties, LLC, plans to complete interior and exterior renovations soon on the C-Note and Cornerstone Inn spaces. Heider Properties recently purchased this property from Gross Enterprises. Attached is the TIF redevelopment agreement including all Exhibits consisting of the project estimates, scope, Prevailing Wage ordinance, and cost sheet.

The improvements to the C-Note (which would be renamed Blacksmith's) include installing a dumbwaiter, custom millwork for a new bar, new flooring, drywall, painting, light fixtures, and sealing the brick. The renovations to the Cornerstone Inn would include repairs to the beams, walls, and subfloor; drywall; millwork; new light fixtures; plumbing and electrical upgrades; new cabinetry; tile flooring, walls, and showers; hardwood flooring and carpet installation; and new doors and windows. The entrance to the Cornerstone Inn would also be modified through some tuckpointing to enhance its appearance and take advantage of the parking lot across the street.

Denhart's reopened in late March with breakfast and lunch hours from Tuesday through Sunday. Blacksmith's and Cornerstone Inn would both be opened at a later time once the renovations are completed. Upon completion of the inn renovations, an eighth room will be added for future occupancy.

Brock Heider has submitted estimates totaling \$467,222 for all of the planned work, although nearly \$50,000 of this would be spent towards furnishings for the Cornerstone Inn rooms. Subtracting the furnishings purchase and the estimated building permit fee, the total project cost is \$416,583. While each of the items identified above qualifies for the 20-percent base TIF assistance and additional 20% historic preservation subsidy, the importance of this building to the Square and City cannot be understated. Three prior renovations of the spaces previously owned by Tom and Judy Gross (including 105-109 Washington Square) have significantly impacted the Square. This significant private investment along with TIF contributions have allowed for the buildings to remain competitive, though additional renovations are now needed to ensure that the businesses housed in the Denhart Bank Building can be sustainable.

This agreement would pay Heider Properties \$350,000 through the TIF fund paid in three installments: One-third due within ten days of the approval of the agreement; one-third due within ten days following the submittal of any and all TIF-eligible invoices as part of the renovations; and one-third due within ten days following the completion of the project and submittal of invoices associated with the purchase of the furnishings. A financial penalty would arise if a restaurant on the lower floor, a restaurant or a mutually-agreed upon sales tax producing business on the first floor, or inn on the second floor were to be closed for a period of 20 consecutive days through 2021. A restaurant would need to serve at least two meals per day for at least six days a week through 2021. Of these meals, at least one must be offered in a restaurant located on the lower level.

Heider Properties would be required to pay \$40,000 to the City if a closure occurs in the first year (September 1-December 31). That amount would decrease by 20% over the subsequent four years if there is a closure. Additionally, Heider Properties would repay the City 10% of the estimated renovation cost or \$35,000 (whichever is less) of any profits accrued through 2021. A Certificate of Appropriateness (COA) must be issued by the Historic Preservation Commission for the exterior renovation. Heider Properties would be required to return any funds received through this agreement if the exterior renovation violates an approved COA or if the renovation substantially alters the architectural character of the building.

Staff recommends that the attached agreement be approved. A first reading ordinance on the proposed redevelopment agreement is scheduled for the April 17 City Council meeting. A request has been made to waive the second reading to allow Heider Properties the opportunity to begin the renovation as soon as possible.

Ordinance No	•
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(Adoption of this ordinance would approve a TIF redevelopment agreement with Heider Properties, LLC, for the redevelopment of 101-103 Washington Square).

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT FOR PRIVATE DEVELOPMENT WITH HEIDER PROPERTIES, LLC, FOR THE REDEVELOPMENT OF A PORTION OF THE DOWNTOWN TAX INCREMENT REDEVELOPMENT PROJECT AREA

# BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WASHINGTON, TAZEWELL COUNTY, ILLINOIS, as follows:

- **Section 1**. That the Agreement for Private Redevelopment between the City of Washington, Illinois, and Heider Properties, LLC, for the redevelopment of a portion of the Downtown Tax Increment Redevelopment Project Area, a copy of which is attached hereto, marked "Exhibit A," and by reference expressly made a part hereof, be, and the same is hereby approved.
- **Section 2**. That the Mayor and City Clerk of the City of Washington be, and hereby are, authorized, empowered, and directed to enter into and execute said Agreement on behalf of the City of Washington in substantially the form of the document attached hereto, marked "Exhibit A," and by reference expressly made a part hereof, and to make, execute, and deliver any and all documents necessary for the effectiveness thereof.
- **Section 3**. That this Ordinance shall be in full force and effect from and after its passage, approval, and publication as provided by law.
- **Section 4**. That all ordinances or parts thereof in conflict herewith are hereby expressly repealed.

PASSED AND APPROVED this	day of	, 2017.
AYES:		
NAYS:		
ATTEST:	Mayor	
City Clerk		

#### AGREEMENT FOR PRIVATE REDEVELOPMENT BETWEEN THE CITY OF WASHINGTON, TAZEWELL COUNTY, ILLINOIS, AND HEIDER PROPERTIES, LLC

THIS AGREEMENT for Private Redevelopment ("Agreement") made and entered into this \_\_\_\_\_\_\_\_, 2017, by and between the CITY OF WASHINGTON, TAZEWELL COUNTY, ILLINOIS, an Illinois home-rule municipal corporation (hereinafter referred to as the "City"), exercising its governmental powers pursuant to the 1970 Constitution of the State of Illinois, HEIDER PROPERTIES, LLC, an Illinois limited liability company (hereinafter referred to as "Developer") and BROCK AND ELIZABETH HEIDER (hereinafter referred to as the "Guarantors"):

#### RECITALS

**WHEREAS**, the City is considering a program for the rehabilitation and renovation of a portion of the Downtown Tax Increment Redevelopment Project Area (hereinafter referred to as the "Project Area") in the City, pursuant to the Illinois Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 *et seq.*) (hereinafter referred to as the "Act"); and

WHEREAS, pursuant to the provisions of the Act, the City has adopted a Redevelopment Plan (hereinafter referred to as the "Plan") pertaining to the redevelopment of the Project Area, a copy of said Plan is on file with the City Clerk; and

WHEREAS, the City, to achieve the objectives of the Plan and in accordance with the uses set forth therein, intends to assist the Developer in its redevelopment of the real estate more particularly described below, commonly known as 101-103 Washington Square, Washington, Illinois, (hereinafter referred to as the "Real Estate") through the City assistance in the payment of certain redevelopment project costs of the Developer, in consideration of which Developer is willing to redevelop the Real Estate; and

**WHEREAS**, the Real Estate is legally described as follows:

SEC 24 T26N R3W ORIGINAL TOWN LOT 6 EXC S 62' OF NW 1/4; all situated in the City of Washington, Tazewell County, Illinois.

PIN: 02-02-24-100-011

Commonly known as: 101-103 N. Main Street Washington, IL 61571; and

WHEREAS, the Guarantors are the members and managers of the Developer; and

**WHEREAS**, it is necessary to redevelop the Real Estate in order to arrest the economic and physical decline of the Project Area, and to promote a policy of stabilization in the Project Area; and

**WHEREAS**, the City believes the redevelopment of the Real Estate pursuant to the Plan is in the vital and best interests of the City and the health, safety, and welfare of its residents, and in accordance with the public purposes and provisions of the applicable federal, state, and local laws:

**NOW, THEREFORE**, in consideration of the premises and the mutual obligations and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, the parties hereto covenant, consent, and agree as follows:

#### SECTION I DEVELOPER'S COVENANTS

- A. Redevelopment Project. The Developer, its successors or assigns, agrees on behalf of itself, its successors or assigns, to redevelop the Real Estate described above, located at 101-103 Washington Square, Washington, Illinois. Developer will make renovations to the exterior and interior of the structure for continued use for a restaurant and inn, pursuant to the plans and specifications attached hereto as Exhibit A and by reference expressly made a part hereof ("Remodel Specifications").
- **B.** Interior and Exterior Renovation. The Developer agrees it will renovate the interior and exterior of the structure located on the Real Estate so as to allow for the use of the structure as restaurant and inn space, in accordance with the Remodel Specifications. In that connection, the Developer shall:
  - (1) Interior:
    - (a) Install a dumbwaiter on the lower level:
    - (b) Create custom millwork for a new bar on the lower level;
    - (c) Install new flooring on the lower level;
    - (d) Install new drywall and light fixtures and paint the lower level;
    - (e) Repair the beams, walls, and subfloor on the second floor;
    - (f) Complete plumbing and electrical upgrades on the second floor;
    - (g) Install new cabinetry and countertops on the second floor; and
    - (h) Install new hardwood flooring, carpet, and tile on the second floor.
  - (2) Exterior:
    - (a) Create a new entrance leading to the second floor and construct new doors and windows.

The estimated total cost of the above-listed items for interior and exterior renovation is Four hundred sixteen thousand five hundred eighty-three and No/100 Dollars (\$416,583.00). Developer will comply with any and all nationally accepted standards for rehabilitation in the renovation and remodeling of the structure.

- **C.** Commencement of Redevelopment. Developer shall commence the redevelopment of the Real Estate on or after April 18, 2017.
- **D.** Completion of Redevelopment. Developer shall complete the redevelopment of the Real Estate on or before August 31, 2017.
- **E. Payment of Taxes**. In order to assure the property flow of tax revenues anticipated pursuant to the Plan and this Agreement, the Developer, its successors and assigns, covenants as follows:
  - (1) It will promptly and timely pay all applicable taxes when due.
- (2) In the event that all applicable taxes are not paid by Developer within thirty (30) days from the date said taxes are due and owing during the period of time the City has an obligation to grant any incentives hereunder, the City may make payment of the taxes due and owing on the property. The amount so advanced by the City shall be immediately due and owing from the Developer to the City and shall bear interest from the date of payment at the rate of twelve percent (12%) per annum compounded quarterly until paid in full. The City shall have a lien against all of the Developer's property for all amounts paid together with interest and all expenses incurred in the recovery of said amounts, including, but not limited to, attorney's fees incurred in collecting said amounts. The City may bring such actions as may be deemed appropriate to enforce payment and/or enforce the lien hereinabove granted against the property.
- **F.** Commencement of Operations. Developer agrees for itself, its successors and assigns, that it will use the Real Estate to operate a restaurant in the basement, a restaurant on the main level and an inn on the second level through December 31, 2021. If the Real Estate is not used for such purposes between September 1, 2017 and December 31, 2021, the Developer shall pay the Special Tax Allocation Fund maintained by the City for the Project an amount equal to:

Date Operations Ceased in the Real Estate	Amount Payable to the Special Tax Allocation Fund
September 1, 2017- December 31, 2017	\$40,000
January 1, 2018 – December 31, 2018	\$32,000
January 1, 2019 – December 31, 2019	\$24,000
January 1, 2020 – December 31, 2020	\$16,000
January 1, 2021 – December 31, 2021	\$8,000

The Real Estate will be deemed to not operate for such purposes if either a restaurant on the lower floor, a restaurant or a mutually-agreed upon sales tax producing business on the first floor, or inn on the second floor is not open to the public for twenty (20) consecutive days unless such closure is due to a force majeure event. Additionally, beginning on September 1, 2017 and continuing through December 31, 2021, the Real Estate (excluding the second floor) must include a restaurant that serves not less than two (2) meals per day for a period of at least six (6) days per week and one of those meals per day being offered in a restaurant located on the below street level floor. For purposes of this agreement, the term "meal" means breakfast (food service prior to 11:00 a.m.), lunch (food service between 11:00 a.m. and 2:00 p.m.) and dinner (food service after 4:30 p.m.).

- G. Exemption from Tax. Developer covenants for itself, its successors and assigns, and for all successors and lessees to the property, that it shall not apply for, seek or authorize any exemption from the imposition of real estate taxes on said property without first obtaining the prior written approval of the City. Nothing herein contained shall be construed so as to prevent the Developer from contesting the assessment or collection of any taxes under statutory procedure set forth in the Illinois Revised Statutes; provided, however, that Developer shall give the City at least fifteen (15) days prior written notice of its intent to contest the assessment or collection of real estate taxes.
- Indemnification of City. The Developer agrees for itself, its successors and assigns, to indemnify and save the City and its officers and employees, free, harmless, and indemnified from and against any and all claims by or on behalf of any person, firm, corporation, or other entity, whether private, public or governmental, arising (a) from the conduct or management of, or from any work or thing done on, the Real Estate; (b) any breach or default on the part of the Developer or its successors or assigns in the performance of any of its obligations under this Agreement; (c) any act of negligence of Developer or any of its agents, contractors, servants, employees, or licensees; (d) any act of negligence of any assignee, lessee or sub-lessee of the Developer, or any agents, contractors, servants, employees, or licensees of any assignee, lessee, or sub-lessee of the Developer; (e) any violation by the Developer or any other person of state, federal, or local laws, rules, and regulations; (f) any performance by the City of any act required hereunder or requested by the Developer or its successors and assigns other than willful misconduct by the City. The Developer agrees to indemnify and save the City free, harmless, and indemnified from and against any and all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon.
- I. Equal Opportunity. The Developer agrees for itself, its successors and assigns, that Developer and such successors and assigns shall not discriminate in violation of any applicable federal, state, or local laws or regulations upon the basis of race, color, religion, sex, age, or national origin or other applicable factors in the sale, lease, rental, operation, or management, or in the use or occupancy of the property or any part thereof.
- J. Payment of Prevailing Wages. Developer shall pay the prevailing rate of wages in the locality for each craft or type of worker or mechanic needed to remodel and renovate the existing building, also the general prevailing rate for legal holiday and overtime work, as ascertained by the City pursuant to Ordinance No. 3188 all in accordance with and pursuant to 820 ILCS 130/1 et seq. A copy of said Prevailing Wage Ordinance is attached hereto, marked Exhibit B, and by reference expressly made a part hereof.
- K. Breach of Agreement. Should Developer, its successors or assigns, fail to comply with or satisfy any of the terms and conditions of this Agreement, at any time or times during the term of this Agreement, or during any period or periods of time during which the City has an obligation hereunder to render or provide Developer any redevelopment assistance or to pay any redevelopment project costs as same are defined pursuant to the Act, Developer agrees for itself, its successors and assigns, that it will immediately pay to the City any and all sums previously expended by the City in connection with or arising out of the City's obligations

hereunder to pay certain redevelopment project costs, together with all costs of collection of same, including but not limited to the City's reasonable attorney's fees, court costs and costs of collection whether incurred for preparation, negotiation, trial, appellate or otherwise.

L. Payment to Special Tax Allocation Fund. The Developer shall pay to the Special Tax Allocation Fund maintained by the City for the Project Area an amount equal to ten percent (10%) multiplied by the Developer's Adjusted EBITDA, up to an amount equal to the lesser of ten percent (10%) multiplied by the Qualified Redevelopment Project Costs paid to the Developer under this Agreement or Thirty-Five Thousand Dollars (\$35,000). For purposes of this Agreement, the Developer's Adjusted EBITDA shall mean shall mean, for the Developer and any entity under common control under Section 414 of the Internal Revenue Code of 1986, as amended (if any), on a consolidated basis, for any period, net income for such period, plus amounts deducted in the computation thereof for (1) interest expense, (2) federal, state and local income taxes, and (3) depreciation and amortization, all calculated in accordance with GAAP, plus any compensation paid to the Guarantors and any lineal descendant or ancestor of the Guarantors. Developer shall pay such amounts to the City no later than ninety (90) days after the close of the Developer's fiscal year. Within ninety (90) days after the close of Developer's fiscal year, the City's TIF Administrator, Mayor, Treasurer or Attorney may inspect the financial statements of the Developer, reviewed by Developer's outside certified public accountants and in form approved by the City, including all notes thereto and a Balance Sheet, Cash Flow Statement and an Income Statement. Within twenty (20) days of filing (which shall be no later than the date due, as the same may be extended), the City's TIF Administrator, Mayor, Treasurer or Attorney may inspect Developer's state and federal tax returns for the prior tax year. No payment shall be due under this paragraph for income accrued by the Developer after December 31, 2021.

#### SECTION II CITY'S OBLIGATIONS

### A. Qualified Redevelopment Project Costs.

- (1) If Developer shall perform the agreements herein contained and certifies an actual cost incurred that equals or exceeds the estimated cost contained herein, the City shall pay directly from the Special Tax Allocation Fund for the Project Area (hereinafter referred to as the "General Account") a sum not to exceed the amount of Three Hundred Fifty Thousand Dollars (\$350,000.00), more particularly limited and set forth on Exhibit C, a copy of which is attached hereto and by reference expressly made a part hereof.
  - (a) The City shall pay the above-stated costs in three (3) installments as follows:
    - (i) One-third (1/3) of the total cost, not-to-exceed the sum of One Hundred Sixteen Thousand Six Hundred Sixty-Six and 66/100 Dollars (\$116,666.66) within ten (10) days of the Effective Date; and
    - (ii) One-third (1/3) of the total cost, not-to-exceed the sum of One Hundred Sixteen Thousand Six Hundred Sixty-Six and 66/100 Dollars (\$116,666.66) due within ten (10) days upon submittal of any and

all paid invoices. For the avoidance of doubt, no amount shall be paid under this paragraph until Developer submits paid invoices in excess of One Hundred Sixteen Thousand Six Hundred Sixty-Six and 66/100 Dollars (\$116,666.66); and

- (iii) One-third (1/3) of the total cost, not-to-exceed the sum of One Hundred Sixteen Thousand Six Hundred Sixty-Seven and 67/100 Dollars (\$116,666.67) due within ten (10) days upon the completion of the project and after all invoices have been submitted indicating the purchase of all items set forth in the Remodel Specifications. For the avoidance of doubt, no amount shall be paid under this paragraph until Developer submits paid invoices in excess of Two Hundred Thirty-Three Thousand Three Hundred Thirty-Three 32/100 Dollars (\$233,333.32). No reimbursement shall be made for any work performed after October 1, 2017.
- (2) In the event the Developer shall perform the agreements herein contained and certifies an actual cost incurred that is less than the estimated cost contained herein, the City shall pay directly from the Special Tax Allocation Fund a sum not to exceed the certified costs.
- (3) The City's obligation to pay any of the above-stated costs shall not arise until and unless the following shall first occur:
  - (a) Sufficient funds are available and on deposit in the Special Tax Allocation Fund for the Project Area.
  - (b) If there are not sufficient funds in the Special Tax Allocation Fund for the Project Area to pay all of the above-stated amounts, any shortfall shall be an obligation that is carried over from year to year until sufficient funds generated by the Project Area become available in the Special Tax Allocation Fund.
- (4) The Historic Preservation Commission must issue a Certificate of Appropriateness (COA) for the exterior renovation. The Developer shall return all amounts paid out of the General Account to Developer under this Agreement if the exterior renovation violates an approved COA or if the renovation substantially alters the architectural character that originally listed the building on the National Register of Historic Places.
- **B. Miscellaneous**. The City, without expense to the Developer except as set forth herein, shall, in accordance with the TIF Plan, provide or secure or cause to be provided or secured the following: It is contemplated by the parties hereto, that all matters of rezoning, including amending the Comprehensive Plan, if necessary, in order to conform the zoning of the Project Site to the uses intended by this Agreement, be accomplished prior to the construction of the Project by the Developer. Therefore, Developer shall cooperate with the City in providing such information as necessary for and to the appropriate bodies to consider such rezoning, variations and amendments. At the present time, the property is zoned C-2, which the parties contemplate as being adequate for Developer's purposes.

SECTION III GUARANTY

In consideration of the execution of the Agreement by the City and as a material inducement to the City to execute the Agreement, Guarantors, jointly and severally, hereby irrevocably and unconditionally, guarantee the full, timely and complete (a) payment of all sums payable by Developer to the City under the Agreement, and any amendments or modifications thereto by agreement or course of conduct, and (b) performance of all covenants, representations and warranties made by Developer and all obligations to be performed by Developer pursuant to the Agreement, and any amendments or modifications thereto by agreement or course of conduct. The payment of those amounts and performance of those obligations shall be conducted in accordance with all terms, covenants and conditions set forth in the Agreement, without deduction, offset or excuse of any nature and without regard to the enforceability or validity of the Agreement, or any part thereof, or any disability of Developer. THIS GUARANTY IS A GUARANTY OF PAYMENT AND PERFORMANCE, AND NOT OF COLLECTION. UPON ANY BREACH OR DEFAULT BY DEVELOPER UNDER THE AGREEMENT, THE CITY MAY PROCEED IMMEDIATELY AGAINST DEVELOPER AND/OR GUARANTOR TO ENFORCE ANY OF THE CITY'S RIGHTS OR REMEDIES AGAINST DEVELOPER OR GUARANTORS PURSUANT TO THE AGREEMENT, OR AT LAW OR IN EQUITY WITHOUT NOTICE TO OR DEMAND UPON EITHER DEVELOPER OR GUARANTOR. THIS GUARANTY SHALL NOT BE RELEASED, MODIFIED OR AFFECTED BY ANY FAILURE OR DELAY BY THE CITY TO ENFORCE ANY OF ITS RIGHTS OR REMEDIES UNDER THE AGREEMENT, OR AT LAW OR IN EQUITY.

#### SECTION IV GENERAL PROVISIONS

- **A.** Choice of Law. This Agreement shall be construed under and pursuant to the laws of the State of Illinois.
- **B.** Execution of Counterparts. If this Agreement is executed in two or more counterparts, each shall constitute one and the same instrument and shall be recognized as an original instrument.
- **C.** Reference to Headings. Unless otherwise specified, references to sections and other subdivisions of this Agreement are to the designated sections and other subdivisions of this Agreement as originally executed.
- **D.** Entirety of Agreement. This Agreement is the entire agreement between the parties hereto, and any other agreements, whether written or oral, entered into by the parties prior to the date hereof shall be deemed to be null and void and have merged into this Agreement by virtue of the execution hereof.
- E. Force Majeure. Any delay or failure of any party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God, strikes, lockouts, action of regulatory agencies, fire, flood, windstorm, adverse weather conditions, accidents, explosion, riot, war, sabotage, court injunction or order, loss of permits, failure to obtain permits, and cause or causes beyond the reasonable control of the party affected

provided that a prompt notice of such delay is given by such party to the other parties and each of the parties hereto shall be diligent in attempting to remove such cause or causes.

- F. Attorneys' Fees. In the event any action or legal proceeding is commenced to enforce any provision in connection with this Agreement, the prevailing party shall be entitled to recover as part of such action or proceedings, or in a separate action brought for that purpose, reasonable attorneys' fees and court costs as may be fixed by the court.
- **G.** Construction of Agreement. Each party was or had the opportunity to be represented by legal counsel during the negotiation resulting in this Agreement and have their legal counsel review this Agreement. The parties agree that the rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.
- H. No Other Legal Relationship Created. Nothing contained in this Agreement shall be deemed or construed as creating a relationship of principal and agent, or of partnership or of joint venture between the parties hereto.
- I. Notices The notices required by this Agreement shall be deemed to be delivered when hand-delivered or when deposited in the United States mail, by certified mail, return receipt requested, postage prepaid, addressed to the party at the respective addresses set forth below, or at such other addresses as the parties may from time to time designate in writing:

Developer: HEIDER PROPERTIES, LLC

Attn: Brock and Elizabeth Heider

313 Muller Road

Washington, Illinois 61571

Guarantors: Brock and Elizabeth Heider

313 Muller Road

Washington, Illinois 61571

City of Washington

Attn: City Clerk 301 Walnut Street Washington, IL 61571

With a copy to: Derek A. Schryer

Davis & Campbell L.L.C. 401 Main Street, Suite 1600

Peoria, Illinois 61602

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and caused their respective seals to be affixed and attested thereto as of the date and year first above written.

TAZEWELL COUNTY, ILLINOIS	HEIDER PROPERTIES, LLC
By	2 <del></del>
Mayor	Brock Heider, Manager
	Elizabeth Heider, Manager
ATTEST:	GUARANTORS
City Clerk	Brock Heider
	Elizabeth Heider

## **Estimate**

# **Christopher Michael LLC**

For:

Brock heider/ Heider Properties LLC Cornerstone Inn/ Blacksmiths Steakhouse Estimate No: Date: 151 March 13, 2017

Description

**Amount** 

\$417,233.00\*

Demo:

Demolition Debris cleanup

Dumpster.

\$15,000.00

Framing/ rebuild

Beams/walls/subfloor

Drywal / tape

Prime / paint

Trim / millwork Light fixtures

Ligite inte

\$79,000.00

**Plumbing** 

\$17,500.00

Electrical

\$28,000.00

Cabinetry/tops

\$5,500.00

Tile flooring

Tile walls

Tile showers

Hardwood flooring

Carpet

Tread covers.

\$105,933.00

Mud pour showers

New Entrance

Framing

Roof

Doors

Windows

Post

\$26,0000.00

# Description

Blacksmiths

Dumb waiter

Framing/ demo

\$35,000.00

Bar

Custom millwork

Top.

\$25,000.00

Flooring LVT

Grind

Floor leveler.

\$28,300.00

Interior finish Dry wall

Paint

Light fixtures

Seal brick

\$20,000.00

General contractor fee \$31,350.00

Permits.

\$ 650.00

Subtotal (0.00%)

\$417,233.00 \$0.00

Total

\$417,233.00

<sup>\*</sup> Indicates non-taxable item



P.O. Box 306 – Washington IL 6150 (309) 208-1090

April 05, 2017

Brock Heider
DBA Heider Properties LLC
313 Muller Road
Washington IL 61571

#### **PROJECT OVERVIEW**

101 Washington Square, Washington IL 61571 Entry / Remodel

#### **GENERAL PROJECT NOTE**

Christopher Michael LLC will provide permits needed
Christopher Michael LLC will remove and dispose of all job site debris
Work to be completed primarily during normal working hours
Estimated based on drawing and additional notes

#### **DEMOLITION**

Remove Bathroom Fixtures
Remove title floors and walls
Remove all flooring
Remove walls
Remove light fixtures
Open reception area

#### CONCRETE

Grind concrete floors in raised areas Level where needed

#### **MASONARY**

Seal brick area in both upper and lower levels Tuck point exterior areas

#### **FRAMING**

Frame reception area
Frame closets
Frame shower enclosure



P.O. Box 306 – Washington IL 6150 (309) 208-1090

Frame opening between rooms
Frame doors and relocate
Frame new entrance
Frame entry doors
Frame dumbwaiter shaft

#### **GLAZING**

Per drawing

Includes front entry (two windows, one pair of doors with the sidelights, and one service window) Includes clear anodized aluminum finish

Glass is 1" clear insulated with high performance Low-E

Typical push/pull, MS lock, flush bolts in one door leaf, and closure

#### **ROOFING**

Install 1 ½" ISO board
Install 50 ml Duro=Last single ply white membrane
Flash curb and all roof penetrations with Duro Last components
Cap parapet wall with 2-piece compression metal
Remove and install new collector boxes and downspout per Dura-Last specification

#### **SIDING**

Install metal fascia

#### **PLUMBING**

New shower faucets and trim
New lavatory faucets
New toilets
Move laundry location
Add bathroom keepers room
Add gas line and waste line
Add water lines relocate

#### **ELECTRICAL**

Install new light fixtures throughout the building Install branch circuit wiring Install new circuit wiring in sections

#### **DRYWALL**

Install 5/8 type X COPY MENOLDS add tape and seal



P.O. Box 306 – Washington IL 6150 (309) 208-1090

#### **CERAMIC TITLE**

Install mud pour shower base in all baths
Install tile floors
Install tile showers
Install tile ½ walls baths

#### **FLOORING**

Install wood floor in rooms
Install carpet in areas
Install new stair treads
Install LVT(Luxury Vinyl Flooring) flooring in lower level of building

#### **PAINTING**

Prime and paint all rooms
Prime and paint halls
Wood staining
Paint trim

#### **CABINETRY**

Custom mill works bar and back bar Install trim / base casing Custom bar top

PROJECT COST......\$417,233.00

## Room One/Two

King size platform bed \$960.00

Mattress \$1,700.00

Pillows \$100.00

Sheets \$253.00

Comforter \$150.00

Duvet 2 \$200.00

Mattress Protectors \$200.00

2 Night Stands \$500.00

Dresser \$600.00

Lamps \$240.00

T.V. \$1000.00

Mirror \$130.00

Alarm clocks with usb charger \$40.00

Wall Decorations \$100.00

Sitting chair \$400.00

Pull Out Couch \$1000.00

Coffee Pot \$40.00

Small Fridge \$100.00

New Hardwood Floor New Light Fixture

Complete remodel of bathroom

**New Paint** 

**Drywall Repairs** 

\$8,213.00

## Room Three

King size platform bed \$960.00

Mattress \$1,700.00

Pillows \$100.00

Sheets \$253.00

Comforter \$150.00

Duvet 2 \$200.00

Mattress Protectors \$200.00

2 Night Stands \$500.00

Dresser \$600.00

Lamps \$240.00

T.V. \$1000.00

Mirror \$100.00

Alarm clocks with usb charger \$40.00

Wall Decorations \$100.00

Sitting chair \$400.00

Coffee Pot \$40.00

Small Fridge \$100.00

Spa Robes (2) \$80.00

New Hardwood Floor New Light Fixture

Complete remodel of bathroom

**New Paint** 

**Drywall Repairs** 

\$6,843.00

# Room Four Presidents Room

Sheets & Towels \$253.	\$253.40
------------------------	----------

Lamps \$150.00

Alarm clocks with usb charger \$40.00

Coffee Pot \$40.00

Spa Robes \$80.00

T.V. 1,800.00

New Hardwood Floor New Light Fixture Complete remodel of bathroom New Paint Drywall Repairs

\$1,563.40

Room Sleeps 2

## Room Five

Two Queen Size Bed \$1,700.00

Two Mattress \$3,400.00

Sheets and Towels \$500.00

Pillows (8) \$200.00

Comforter \$300.00

Duvet (4) \$400.00

Mattress Protectors \$400.00

Night Stands (2) \$500.00

Dresser \$600.00

Lamps \$240.00

T.V. \$1000.00

Mirror \$300.00

Lamps \$300.00

Alarm clocks with usb charger \$40.00

Coffee Pot \$40.00

Small Fridge \$100.00

Wall Decorations \$200.00

Sitting chair (2) \$800.00

Desk \$500.00

New Hardwood Floor New Light Fixture

Complete remodel of bathroom

**New Paint** 

Drywall Repairs \$7,430.00

Room Sleeps 4

# **Room Six**

\$950.00 One King Size Bed

\$1,700.00 Mattress

**Sheets and Towels** \$250.00

\$100.00 Pillows (4)

Comforter \$150.00

\$200.00 Duvet (4)

**Mattress Protectors** \$200.00

Night Stands (2) \$500.00

\$600.00 Dresser

\$1000.00 T.V.

\$300.00 Mirror

\$200.00 Lamps

Alarm clocks with usb charger \$40.00

Coffee Pot \$40.00

Small Fridge \$100.00

\$200.00 Wall Decorations

\$400.00 Sitting chair

\$500.00 Desk

New Hardwood Floor New Light Fixture

Complete remodel of bathroom

**New Paint** 

**Drywall Repairs** 

\$7,430.00

## Room Seven

One King Size Bed \$950.00

Mattress \$1,700.00

Sheets and Towels \$250.00

Pillows (4) \$100.00

Comforter \$150.00

Duvet (4) \$200.00

Mattress Protectors \$200.00

Night Stands (2) \$500.00

Dresser \$600.00

T.V. \$1000.00

Mirror \$300.00

Lamps \$200.00

Alarm clocks with usb charger \$40.00

Coffee Pot \$40.00

Small Fridge \$100.00

Wall Decorations \$200.00

Sitting chair \$400.00

Desk \$500.00

New Hardwood Floor New Light Fixture

Complete remodel of bathroom

**New Paint** 

**Drywall Repairs** 

\$7,430.00

# Room Eight

Two Queen Size Bed \$1,700

Mattress \$3,400.00

Sheets and Towels \$500.00

Pillows (8) \$200.00

Comforter \$300.00

Duvet (4) \$400.00

Mattress Protectors \$400.00

Night Stands (2) \$500.00

Dresser \$600.00

T.V. \$1000.00

Mirror \$300.00

Lamps \$200.00

Alarm clocks with usb charger \$40.00

Coffee Pot \$40.00

Wall Decorations \$200.00

Sitting chair (2) \$800.00

Desk \$500.00

New Hardwood Floor New Light Fixture

Complete remodel of bathroom

**New Paint** 

**Drywall Repairs** 

\$11,080.00

#### EXHIBIT B

#### ORDINANCE NO. 3188

Synopsis: This ordinance sets the general prevailing rate of wages in the City of Washington for laborers, mechanics and other workers engaged in the construction of public works coming under the jurisdiction of this City to be the same as the prevailing rate of wages for construction work in Tazewell County areas as determined by the Department of Labor of the State of Illinois, for the current year. Due to IL's budget impasse, the rates for 2016 have not yet been established making the July 2015 rates the current year rates.

AN ORDINANCE PROVIDING FOR PREVAILING WAGES
TO BE PAID PERSONS EMPLOYED IN PERFORMING
CONSTRUCTION OF PUBLIC WORKS CONTRACTED FOR BY
THE CITY OF WASHINGTON, TAZEWELL COUNTY, ILLINOIS

WHEREAS, the State of Illinois has enacted "An Act regulating wages of laborers, mechanics and other workers employed in any public works by the State, county, city or any public body or any political subdivision or by anyone under contract for public works" approved June 16, 1941, codified as amended, being 820 ILCS 130/1, et seq., and

WHEREAS, the aforesaid Act requires the City Council of the City of Washington to investigate and ascertain the prevailing rate of wages as defined in said Act for laborers, mechanics and other workers in the locality of said Tazewell County, employed in performing construction of public works for said City of washington exclusive of work performed by employees of the City:

# NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WASHINGTON, TAZEWELL COUNTY, ILLINOIS, as follows:

Section 1. To the extent and as required by "An Act regulating wages of laborers, mechanics and other workers employed in any public works by the State, county, city or any public body or any political subdivision or by anyone under contract for public works," approved June 26, 1941, as amended, the general prevailing rate of wages in this locality for laborers, mechanics and other workers engaged in the construction of public works coming under the jurisdiction of this City is hereby ascertained to be the same as the prevailing rate of wages for construction work in Tazewell County areas as determined by the Department of Labor of the State of Illinois for the current year, a copy of that determination being attached hereto and incorporated herein by reference. As required by said Act, any and all revisions of the prevailing rate of wages by the Department of Labor of the State of Illinois shall supersede the Department's June determination and apply to any and all public works construction undertaken by the City. The definition of any term appearing in this ordinance which is also used in the aforesaid Act shall be the same as in said Act.

**Section 2.** Nothing herein contained shall be construed to apply said general prevailing rate of wages as herein ascertained to any work or employment except public works construction of this City to the extent required by the aforesaid Act.

**Section 3.** The City Clerk shall publicly post of keep available for inspection by any interested party in the main office of this City this determination or any revisions of such prevailing rate of wage. A copy of this determination or of the current revised determination or the current revised determination of prevailing rate of wages then in effect shall be attached to all contract specifications.

**Section 4.** The City Clerk shall mail a copy of this determination to any employer, to any association of employers, and to any person or association of employees who have filed, or file their names and addresses, requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.

**Section 5.** The City Clerk shall promptly file a certified copy of this ordinance with both the Secretary of State Index Division and the Department of Labor of the State of Illinois.

**Section 6.** The City Clerk shall cause to be published in a newspaper of general circulation within the City of Washington, a notice of the City's determination of the prevailing rate of wages, pursuant to §9 of the Prevailing Wage Act (820 ILCS 130/9).

PASSED AND APPROVED in due form of law at a regular meeting of the City Council of the City of Washington, Tazewell County, Illinois, on the <u>20th</u> day of June, 2016.

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						 1ayor

ATTEST:

City Clerk

# **Tazewell County Prevailing Wage for July 2015**

(See explanation of column headings at bottom of wages)

Trade Name	P.G	TVD	_	Race	FRMAN M	-F\8	OSΔ	OSH	H/M	Pensn	Vac	Trng			
======================================															
ASBESTOS ABT-GEN		BLD			28,200										
ASBESTOS ABT-GEN	NW	HWY		29.910	31.410	1.5	1.5	2.0	7.700	17,47	0.000	0.800			
ASBESTOS ABT-GEN	SE	BLD		27.150	27.900					13.25					
ASBESTOS ABT-MEC		BLD		32.510	35.010	1.5	1.5	2.0	11.47	10.96	0.000	0.720			
BOILERMAKER		BLD		38.000	41.000	2.0	2.0	2.0	7.070	15.99	0.000	0.400			
BRICK MASON		BLD		32.380	33.880					9.870					
CARPENTER		BLD		30.880	33.130					15.71					
CARPENTER		HWY		32.700	34.950	1.5				15.81					
CEMENT MASON		BLD			29.800					15.65					
CEMENT MASON		HWY			30.780					16.02					
CERAMIC TILE FNSHER					0.000					10.05					
ELECTRIC PWR EQMT OP					45,290					10.73					
ELECTRIC PWR GRNDMAN					45.290					7.360					
ELECTRIC PWR LINEMAN					45,290					11.92					
ELECTRIC PWR TRK DRV		ALL			45.290					7.720					
ELECTRICIAN		ALL			37.320										
ELECTRICIAN		BLD			37.320										
ELECTRONIC SYS TECH					30.250										
ELEVATOR CONSTRUCTOR					46.900					7.700					
GLAZIER		BLD			33,870					12.36					
HT/FROST INSULATOR					45.850					13.91					
IRON WORKER		BLD			34.090 37.980					13.91					
IRON WORKER	1.11.8	HWY			27.600										
		BLD			30.660										
		HWY			27.900										
		BLD HWY			31.990			2.0	8 500	15.30	0.000	0.800			
LABORER LATHER	36	BLD			33.130					15.71					
MACHINEDY MOVED		HWV			37.980					13.91					
MACHINIST		BLD BLD BLD			47.850					8.950					
MARBLE FINISHERS		BLD			0.000					10.05					
MARBLE MASON		BID			32.900					10.05					
MILLWRIGHT		BLD			33.310					15.87					
MILLWRIGHT		HWY			35.310										
OPERATING ENGINEER					40.050										
					40.050					17.48					
OPERATING ENGINEER		BLD	3	30.160	40.050	1.5	1.5	2.0	7.000	17.48	0.000	3.000			
OPERATING ENGINEER					41,150					18.23					
OPERATING ENGINEER		HWY	2	35.460	41.150	1.5	1.5	2.0	7.250	18.23	0.000	3.000			
OPERATING ENGINEER		HWY	3	31.030	41.150	1.5				18.23					
PAINTER		ALL		33.650	35.650	1.5				8.200					
PAINTER SIGNS		BLD		33.920	38.090	1.5				2.710					
PILEDRIVER		BLD		31.880	34.130	1.5				15.71					
PILEDRIVER		HWY			35.950					15.81					
PIPEFITTER		BLD			41.510					11.63					
PLASTERER		BLD			29.770					15.00					
PLUMBER		BLD			37.630					13.86					
ROOFER		BLD			32.110					7.220					
SHEETMETAL WORKER		BLD			34.050					15.55					
SIGN HANGER		HWY			37,980					13.91					
SPRINKLER FITTER		BLD			39,870					8,500					
STEEL ERECTOR		HWY			37,980					13.91 9.870					
STONE MASON		BLD			33.880							.700 14	86	a aaa	0 200
SURVEY WORKER SURVEY WORKER					NW ALL							.000 14			
SUKVEY WUKKEK	>	NOT	ΤΙ/Ι	CECECI	JE ALL	23.	000	20.5	.00 T.3	1.0	2.00	.000 14	.00	V+000	0,000

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1.5 2.0 8.600 10.05 0.000 0.580
TERRAZZO FINISHER
                              29.890 0.000 1.5
                       BLD
                                                 1,5 2,0 8,600 10.05 0,000 0,580
TERRAZZO MASON
                              31.650 32.900 1.5
                       BLD
                              31.650 32.900 1.5
                                                 1.5 2.0 8.600 10.05 0.000 0.580
                       BLD
TILE MASON
                                                 1.5 2.0 11.10 5.230 0.000 0.250
                       ALL 1 33.000 36.550 1.5
TRUCK DRIVER
                                                 1.5 2.0 11.10 5.230 0.000 0.250
                       ALL 2 33.480 36.550 1.5
TRUCK DRIVER
                       ALL 3 33.700 36.550 1.5
                                                 1.5 2.0 11.10 5.230 0.000 0.250
TRUCK DRIVER
                                                 1.5 2.0 11.10 5.230 0.000 0.250
TRUCK DRIVER
                       ALL 4 34.010 36.550 1.5
                                                 1.5 2.0 11.10 5.230 0.000 0.250
                       ALL 5 34.900 36.550 1.5
TRUCK DRIVER
                       O&C 1 27.280 30.220 1.5
                                                  1.5 2.0 11.40 5.440 0.000 0.250
TRUCK DRIVER
                       O&C 2 27.680 30.220 1.5
                                                  1.5 2.0 11.40 5.440 0.000 0.250
TRUCK DRIVER
                       O&C 3 27.860 30.220 1.5
                                                  1.5 2.0 11.40 5.440 0.000 0.250
TRUCK DRIVER
                                                  1.5 2.0 11.40 5.440 0.000 0.250
                       0&C 4 28.110 30.220 1.5
TRUCK DRIVER
                                                  1.5 2.0 11.40 5.440 0.000 0.250
                       0&C 5 28.850 30.220 1.5
TRUCK DRIVER
                                                 1.5 2.0 8.600 9.870 0.000 0.590
                              32.380 33.880 1.5
                       BLD
TUCKPOINTER
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Legend: RG (Region)
TYP (Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers)
C (Class)
Base (Base Wage Rate)
FRMAN (Foreman Rate)
M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.
OSA (Overtime (OT) is required for every hour worked on Saturday)
OSH (Overtime is required for every hour worked on Sunday and Holidays)
H/W (Health & Welfare Insurance)
Pensn (Pension)
Vac (Vacation)
Trng (Training)
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#### **Explanations**

TAZEWELL COUNTY

ASBESTOS - See Laborers

CARPENTERS (NORTH) - That part of the county North including the towns of Marquette Hts., Morton, Creve Coeur and Deer Creek.

LABORERS (NORTHWEST) - The area bounded by the old city limits of East Peoria.

MILLWRIGHTS - See Carpenters PILEDRIVERS - See Carpenters

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished

at the time or at some close future date.

ASBESTOS - MECHANICAL - Removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

#### ELECTRONIC SYSTEMS TECHNICIAN

Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control systems, microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.

Excluded from this classification are energy management systems, life safety systems, supervisory controls and data acquisition systems not intrinsic with the above listed systems, fire alarm systems, nurse call systems and raceways exceeding fifteen feet in length.

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vactor trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate

supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling material when in connection with the actual oil and chip contract. The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

#### OPERATING ENGINEERS - BUILDING

Class 1. Cranes; Overhead Cranes; Gradall; All Cherry Pickers; Mechanics; Central Concrete Mixing Plant Operator; Road Pavers (27E -Dual Drum - Tri Batchers); Blacktop Plant Operators and Plant Engineers; 3 Drum Hoist; Derricks; Hydro Cranes; Shovels; Skimmer Scoops; Koehring Scooper; Drag Lines; Backhoe; Derrick Boats; Pile Drivers and Skid Rigs; Clamshells; Locomotive Cranes; Dredge (all types) Motor Patrol; Power Blades - Dumore - Elevating and similar types; Tower Crames (Crawler-Mobile) and Stationary; Crame-type Backfiller; Drott Yumbo and similar types considered as Cranes; Caisson Rigs; Dozer; Tournadozer; Work Boats; Ross Carrier; Helicopter; Tournapulls - all and similar types; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver; Rock Crusher; Heavy Equipment Greaser; CMI, CMI Belt Placer, Auto Grade & 3 Track and similar types; Side Booms; Multiple Unit Earth Movers; Creter Crane; Trench Machine; Pump-crete-Belt Crete-Squeeze Cretes-Screw-type Pumps and Gypsum; Bulker & Pump -Operator will clean; Formless Finishing Machine; Flaherty Spreader or similar types; Screed Man on Laydown Machine; Wheel Tractors (industrial or Farm-type w/Dozer-Hoe-Endloader or other attachments); F.W.D. & Similar Types; Vermeer Concrete Saw.

Class 2. Dinkeys; Power Launches; PH One-pass Soil Cement Machine (and similar types); Pugmill with Pump; Backfillers; Euclid Loader; Forklifts; Jeeps w/Ditching Machine or other attachments; Tuneluger; Automatic Cement and Gravel Batching Plants; Mobile Drills (Soil Testing) and similar types; Gurries and Similar Types; (1) and (2) Drum Hoists (Buck Hoist and Similar Types); Chicago Boom; Boring Machine & Pipe Jacking Machine; Hydro Boom; Dewatering System; Straw Blower; Hydro Seeder; Assistant Heavy Equipment Greaser on Spread; Tractors (Track type) without Power Unit pulling Rollers; Rollers on Asphalt -- Brick Macadem; Concrete Breakers; Concrete Spreaders; Mule Pulling Rollers; Center Stripper; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Cement Finishing Machine; Barber Green or similar loaders; Vibro Tamper (All similar types) Self-propelled; Winch or Boom Truck; Mechanical Bull Floats; Mixers over 3 Bag to 27E; Tractor pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Truck Type Hoptoe Oilers; Fireman; Spray Machine on Paving; Curb Machines; Truck Crane Oilers; Oil Distributor; Truck-Mounted Saws.

Class 3. Air Compressor; Power Subgrader; Straight Tractor; Trac Air without attachments; Herman Nelson Heater, Dravo, Warner, Silent Glo, and similar types; Roller: Five (5) Ton and under on Earth or Gravel; Form Grader; Crawler Crane & Skid Rig Oilers; Freight Elevators - permanently installed; Pump; Light Plant; Generator; Conveyor (1) or (2) - Operator will clean; Welding Machine; Mixer (3) Bag and Under (Standard Capacity with skip); Bulk Cement Plant; Oiler on Central Concrete Mixing Plant.

#### OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION

CLASS 1. Cranes; Hydro Cranes; Shovels; Crane Type Backfiller; Tower, Mobile, Crawler, & Stationary Cranes; Derricks; Hoists (3 Drum); Draglines; Drott Yumbo & Similar Types considered as Cranes; 360 Degree Swing Excavator (Shears, Grapples, Movacs, etc.); Back Hoe; Derrick Boats; Pile Driver and Skid Rigs; Clam Shell; Locomotive -

Cranes; Road Pavers - Single Drum - Dual Drum - Tri Batcher; Motor Patrols & Power Blades - Dumore - Elevating & Similar Types; Mechanics; Central Concrete Mixing Plant Operator; Asphalt Batch Plant Operators and Plant Engineers; Gradall; Caisson Rigs; Skimmer Scoop -Koering Scooper; Dredges (all types); Hoptoe; All Cherry Pickers; Work Boat; Ross Carrier; Helicopter; Dozer; Tournadozer; Tournapulls all and similar types; Operation of Concrete and all Recycle Machines; Multiple Unit Earth Movers; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver; Rock Crusher; Operation of Material Crusher, Screening Plants, and Tunnel Boring Machine; Heavy Equipment Greaser (top greaser on spread); CMI, Auto Grade, CMI Belt Placer & 3 Track and Similar Types; Side Booms; Asphalt Heater & Planer Combination (used to plane streets); Wheel Tractors (with Dozer, Hoe or Endloader Attachments); CAT Earthwork Compactors and Similar Types; Blaw Knox Spreader and Similar Types; Trench Machines; Pump Crete - Belt Crete - Squeeze Crete - Screw Type Pumps and Gypsum (operator will clean); Creter Crane; Operation of Concrete Pump Truck; Formless Finishing Machines; Flaherty Spreader or Similar Types; Screed Man on Laydown Machine; Vermeer Concrete Saw; Operation of Laser Screed; Span Saw; Dredge Leverman; Dredge Engineer; Lull or Similar Type; Hydro-Boom Truck; Operation of Guard Rail Machine; and Starting Engineer on Pipeline or Construction (11 or more pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pumps (Greater than 4-1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc, and Ground Heater (Trailer Mounted).

CLASS 2. Bulker & Pump; Power Launches; Boring Machine & Pipe Jacking Machine; Dinkeys; Operation of Carts, Powered Haul Unit for a Boring Machine; P & H One Pass Soil Cement Machines and Similar Types; Wheel Tractors (Industry or Farm Type - Other); Back Fillers; Euclid Loader; Fork Lifts; Jeep w/Ditching Machine or Other Attachments; Tunneluger; Automatic Cement & Gravel Batching Plants; Mobile Drills - Soil Testing and Similar Types; Pugmill with Pump; All (1) and (2) Drum Hoists; Dewatering System; Straw Blower; Hydro-Seeder; Bump Grinders (self-propelled); Assistant Heavy Equipment Greaser; Apsco Spreader; Tractors (Track-Type) without Power Units Pulling Rollers; Rollers on Asphalt - Brick or Macadam; Concrete Breakers; Concrete Spreaders; Cement Strippers; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Vibro-Tampers (All Similar Types Self-Propelled); Mechanical Bull Floats; Self-Propelled Concrete Saws; Truck Mounted Power Saws; Operation of Curb Cutters; Mixers - Over Three (3) Bags; Winch and Boom Trucks; Tractor Pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Mule Pulling Rollers; Pugmill without Pump; Barber Greene or Similar Loaders; Track Type Tractor w/Power Unit attached (minimum); Fireman; Spray Machine on Paving; Curb Machines; Paved Ditch Machine; Power Broom; Self-Propelled Sweepers; Self-Propelled Conveyors; Power Subgrader; Oil Distributor; Straight Tractor; Truck Crane Oiler; Truck Type Oilers; Directional Boring Machine; Horizontal Directional Drill; Articulating End Dump Vehicles; Starting Engineer on Pipeline or Construction (6 -10 pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pumps (Greater than 4-1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc., and Ground Heater (Trailer Mounted).

CLASS 3. Straight Framed Truck Mounted Vac Unit (separately powered); Trac Air Machine (without attachments); Rollers - Five Ton and Under on Earth and Gravel; Form Graders; Bulk Cement Plant; Oilers; and

Starting Engineer on Pipeline or Construction (3 - 5 pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pumps (Greater than 4-1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc., and Ground Heater (Trailer Mounted).

#### Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

#### LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

Heider Properties, LLC Proposed TIF renovation project 101-103 Washington Sq.

		BASE	BASE SUBSIDY	ADDITIONAL	HISTORIC REHAB.	TOTAL	TOTAL	
ELIGIBLE EXPENSES FOR REIMBURS.	ESTIMATE SUBSIDY %	UBSIDY %	AMT.	BONUS %	BONUS AMT.	SUBSIDY %	AMT.	
Exterior Work New entrance/framing/doors/windows	\$ 26,000.00	20%	20% \$ 5,200.00	64%	\$ 16,610.35	84%	\$ 21,810.35	
SUBTOTAL	\$ 26,000.00	20%	\$ 5,200.00	64%	\$ 16,610.35	84%	\$ 21,810.35	
Interior Work								
Demo/Cleanup	\$ 15,000.00	20%	\$ 3,000.00	64%	\$ 9,603.84	84%	\$ 12.603.84	
Framing/rebuild/trip/paint/lighting	\$ 79,000.00	20%	\$15,800.00	64%	\$ 50,580.21	84%	မာ	
Plumbing	\$ 17,500.00	20%	3,500.00	64%	\$ 11,204.48	84%	↔	
Electrical	\$ 28,000.00	20%	5,600.00	64%	\$ 17,927.16	84%	€	
Cabinetry, countertops	\$ 5,500.00	20%	1,100.00	64%	\$ 3,521.41	84%	₩	
Hardwood flooring, carpet, tile	\$105,933.00	20%	\$21,186.60	64%	\$ 67,824.22	84%	\$ 89,010.82	
Dumb waiter, framing/demo	\$ 35,000.00	20%	2,000.00	64%	\$ 22,408.95	84%	↔	
Bar, custom millwork	\$ 25,000.00	20%	5,000.00	64%	\$ 16,006.40	84%	↔	
Bar flooring, floor leveler	\$ 28,300.00	20%	5,660.00	64%	\$ 18,119.24	84%	69	
Interior dry wall, painting, lighting	\$ 20,000.00	20%	4,000.00	64%	\$ 12,805.12	84%	69	
Contractor fee	\$ 31,350.00	20%	6,270.00	64%	\$ 20,072.02	84%	\$ 26,342.02	
SUBTOTAL	\$390,583.00	<del>())</del>	\$78,116.60		\$ 250,073.03		\$328,189.63	
TOTALS wo/contractor fee	\$385,233.00							
TOTALS w/contractor fee	\$416,583.00	\$	\$83,316.60		\$ 266,683.39		\$ 349,999.99	\$349,999.99 (NOT TO EXCEED)

# PROPOSED REIMBURSEMENT SCHEDULE

Duration: 3 years

due within 10 days upon approval of redevelopment agreement due within 10 days upon submittal of any and all paid invoices due within 10 days upon completion of the project \$116,666.66 \$116,666.66 \$116,666.66 Payment 1 Payment 1 Payment 1