

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 – Foster's Jewelry, 106 N. Main St.
DATE: May 30, 2017

We have received an application from Ed Foster of Foster's Jewelry for TIF assistance to make exterior building improvements for his business at 116-124 Peoria Street. The redevelopment agreement, application form, and supporting materials are attached for your review and consideration.

The work would excavate and waterproof the front foundation wall; tuckpoint the front, south side, and rear facades; and repair the bowed south side wall. Additionally, the contractor (Arch Masonry) has included the removal and replacement of three sidewalk squares in front of the store. These need to be removed to allow for the contractor to complete the waterproofing work. Their replacement will ensure that water will be diverted away from the building and meet ADA compliance. Staff has talked with both the owner and contractor about a possible larger sidewalk replacement project around the Square and the potential ADA impact and want to make sure that this smaller sidewalk replacement is compatible with a larger project in the future. After further discussion with City staff and the contractor, it may be best for the City to do this work and for the City to reimburse the owner for a portion of the cost.

Mr. Foster has submitted quotes for this project that total \$46,700, which includes the sidewalk construction. If the sidewalk work was excluded at this time, the total cost would be \$45,100. This work is intended to restore the facades to their prior appearances based on a couple of photos that the Washington Historical Society provided (see attached). The City has never completed a TIF agreement for renovations of this building and this would be beneficial for the entire Square. As a result, staff would recommend a base 20-percent base subsidy for the building components plus an additional 20-percent historic preservation subsidy. Staff would recommend a 50-percent subsidy for the sidewalk replacement in a similar manner to the City's 50/50 sidewalk program. Based on these levels, staff would recommend a subsidy not-to-exceed amount of **\$18,840** to be paid in three installments.

The Finance and Personnel Committee discussed this at its meeting on May 15 and unanimously recommended approval of this subsidy request. A first reading ordinance on the proposed redevelopment agreement is scheduled for the June 5 City Council meeting with a second reading scheduled for June 19.

Ordinance No. _____

(Adoption of this ordinance would approve a TIF redevelopment agreement with Joseph E. Foster Living Trust, for the redevelopment of 104 N. Main Street).

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT FOR PRIVATE DEVELOPMENT WITH JOSEPH E. FOSTER LIVING TRUST 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 Joseph E. Foster Living Trust 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: _____

Mayor

ATTEST:

City Clerk

**AGREEMENT FOR PRIVATE REDEVELOPMENT
BETWEEN THE CITY OF WASHINGTON,
TAZEWELL COUNTY, ILLINOIS, AND
JOSEPH E FOSTER LIVING TRUST**

THIS AGREEMENT for Private Redevelopment (“Agreement”) made and entered into this _____ day of _____, 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, **JOSEPH E FOSTER LIVING TRUST** (hereinafter referred to as “Developer”):

R E C I T A L S

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 104 N. Main Street, 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 23 T26N R3W J LINDLEYS ADDN S 24’ OF LOT 3 (EXC S 4”) NE 1/4; all situated in the City of Washington, Tazewell County, Illinois.

PIN: 02-02-23-207-021

Commonly known as: 104 N. Main Street Washington, IL 61571; 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 104 N. Main Street, Washington, Illinois. Developer will make renovations to the exterior of the structure for continued use for a jewelry business, pursuant to the plans and specifications attached hereto as Exhibit A and by reference expressly made a part hereof ("Remodel Specifications").

B. Exterior Renovation. The Developer agrees it will renovate the exterior of the structure located on the Real Estate so as to allow for the continued use of the structure as a jewelry business, in accordance with the Remodel Specifications. In that connection, the Developer shall:

- (1) Exterior:
 - (a) Excavating and waterproofing of the front foundation;
 - (b) Storefront tuckpointing;
 - (c) Miscellaneous tuckpointing on the basement and south side;
 - (d) Install new drywall and light fixtures and paint the lower level;
 - (e) Repair bowed south wall;
 - (f) Water diversion and miscellaneous tuckpointing of rear; and
 - (g) Remove and replace three sidewalk squares.

The estimated total cost of the above-listed items for interior and exterior renovation is Forty-six thousand seven hundred and no/100 dollars (\$46,700.00). 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 June 20, 2017.

D. Completion of Redevelopment. Developer shall complete the redevelopment of the Real Estate on or before September 30, 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 continue operations as a jewelry business. Developer will use its best efforts to ensure the building is occupied by a going concern during such time or periods of time as the City is obligated hereunder to render any redevelopment assistance or to pay any redevelopment project costs, as same are defined pursuant to the Act.

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.

H. 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.

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 Eighteen Thousand Eight Hundred Forty and No/100 Dollars (\$18,840.00), more particularly limited and set forth on Exhibit C, a copy of which is attached hereto and by reference expressly made a part hereof.

(2) The City shall pay the above-stated costs in three (3) installments as follows:

(a) One-third (1/3) of the total cost, not-to-exceed the sum of Six Thousand Two Hundred Eighty and No/100 Dollars (\$6,280.00) within sixty (60) days after final completion of the upgrade of the Real Estate, and occupancy of the structure by the Developer or a tenant; and

(b) One-third (1/3) of the total cost, not-to-exceed the sum of Six Thousand Two Hundred Eighty and No/100 Dollars (\$6,280.00) on the thirtieth (30th) day after the first day of the month falling twelve (12) months after final completion of the upgrade of the Real Estate, and occupancy of the structure by the Developer or a tenant; and

(c) One-third (1/3) of the total cost, not-to-exceed the sum of Six Thousand Two Hundred Eighty and No/100 Dollars (\$6,280.00) on the thirtieth (30th) day after the first day of the month falling twenty-four (24) months after final completion of the upgrade of the Real Estate, and occupancy of the structure by the Developer or a tenant.

(3) 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.

(4) 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.

(5) The Historic Preservation Commission (HPC) must issue a Certificate of Appropriateness (COA) for the exterior renovation. The Developer shall return all costs if the exterior renovation violates an approved COA from the HPC.

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 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: Joseph E Foster Living Trust
c/o Joseph E Foster, Trustee
310 Harrison St.
Eureka, Illinois 61530

City: City of Washington
Attn: City Clerk
301 Walnut Street
Washington, IL 61571

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.

**CITY OF WASHINGTON
TAZEWELL COUNTY, ILLINOIS**

JOSEPH E FOSTER LIVING TRUST

By _____
Mayor

Joseph E. Foster, Trustee

ATTEST:

City Clerk

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, TAZEWEILL 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, TAZEWEILL 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.

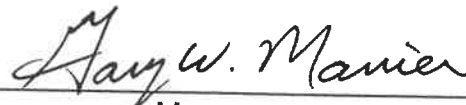
Section 5. The City Clerk shall promptly file a certified copy of this ordinance with both the Secretary of State Index Division and the Department of Labor of the State of Illinois.

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 20th day of June, 2016.

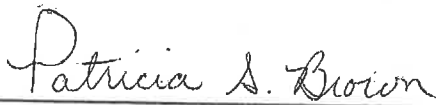
AYES: Brucks, T. Gee, Moss, Butler, Dingleline, Brownfield

NAYS: -0-



Mayor

ATTEST:



City Clerk

Tazewell County Prevailing Wage for July 2015

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng	
=====	==	===	=	=====	=====	=====	===	===	=====	=====	=====	=====	
ASBESTOS ABT-GEN	NW	BLD		26.700	28.200	1.5	1.5	2.0	7.700	16.21	0.000	0.800	
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	1.5	1.5	2.0	8.500	13.25	0.000	0.800	
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	1.5	1.5	2.0	8.600	9.870	0.000	0.590	
CARPENTER		BLD		30.880	33.130	1.5	1.5	2.0	8.000	15.71	0.000	0.520	
CARPENTER		HWY		32.700	34.950	1.5	1.5	2.0	8.000	15.81	0.000	0.520	
CEMENT MASON		BLD		28.050	29.800	1.5	1.5	2.0	7.500	15.65	0.000	0.500	
CEMENT MASON		HWY		29.280	30.780	1.5	1.5	2.0	7.500	16.02	0.000	0.500	
CERAMIC TILE FNSHER		BLD		29.890	0.000	1.5	1.5	2.0	8.600	10.05	0.000	0.580	
ELECTRIC PWR EQMT OP		ALL		38.300	45.290	1.5	1.5	2.0	6.150	10.73	0.000	0.380	
ELECTRIC PWR GRNDMAN		ALL		26.280	45.290	1.5	1.5	2.0	5.790	7.360	0.000	0.260	
ELECTRIC PWR LINEMAN		ALL		42.540	45.290	1.5	1.5	2.0	6.280	11.92	0.000	0.430	
ELECTRIC PWR TRK DRV		ALL		27.560	45.290	1.5	1.5	2.0	5.830	7.720	0.000	0.280	
ELECTRICIAN		ALL		34.820	37.320	1.5	1.5	2.0	6.500	11.68	0.000	0.800	
ELECTRICIAN		BLD		34.820	37.320	1.5	1.5	2.0	6.100	11.43	0.000	0.400	
ELECTRONIC SYS TECH		BLD		28.250	30.250	1.5	1.5	2.0	6.350	10.54	0.000	0.400	
ELEVATOR CONSTRUCTOR		BLD		41.690	46.900	2.0	2.0	2.0	13.57	14.21	3.340	0.600	
GLAZIER		BLD		31.870	33.870	1.5	1.5	1.5	10.25	7.700	0.000	1.250	
HT/FROST INSULATOR		BLD		43.350	45.850	1.5	1.5	2.0	11.47	12.36	0.000	0.720	
IRON WORKER		BLD		32.190	34.090	0.0	0.0	0.0	9.490	13.91	0.000	0.000	
IRON WORKER		HWY		35.980	37.980	0.0	0.0	0.0	9.490	13.91	0.000	0.000	
LABORER	NW	BLD		26.100	27.600	1.5	1.5	2.0	7.700	16.21	0.000	0.800	
LABORER	NW	HWY		29.160	30.660	1.5	1.5	2.0	7.700	17.47	0.000	0.800	
LABORER	SE	BLD		27.150	27.900	1.5	1.5	2.0	8.500	13.25	0.000	0.800	
LABORER	SE	HWY		30.490	31.990	1.5	1.5	2.0	8.500	15.30	0.000	0.800	
LATHER		BLD		30.880	33.130	1.5	1.5	2.0	8.000	15.71	0.000	0.520	
MACHINERY MOVER		HWY		35.980	37.980	0.0	0.0	0.0	9.490	13.91	0.000	0.000	
MACHINIST		BLD		45.350	47.850	1.5	1.5	2.0	7.260	8.950	1.850	0.000	
MARBLE FINISHERS		BLD		29.890	0.000	1.5	1.5	2.0	8.600	10.05	0.000	0.580	
MARBLE MASON		BLD		31.650	32.900	1.5	1.5	2.0	8.600	10.05	0.000	0.580	
MILLWRIGHT		BLD		31.060	33.310	1.5	1.5	2.0	8.000	15.87	0.000	0.520	
MILLWRIGHT		HWY		33.060	35.310	1.5	1.5	2.0	8.000	15.95	0.000	0.520	
OPERATING ENGINEER		BLD 1		37.050	40.050	1.5	1.5	2.0	7.000	17.48	0.000	3.000	
OPERATING ENGINEER		BLD 2		34.450	40.050	1.5	1.5	2.0	7.000	17.48	0.000	3.000	
OPERATING ENGINEER		BLD 3		30.160	40.050	1.5	1.5	2.0	7.000	17.48	0.000	3.000	
OPERATING ENGINEER		HWY 1		38.150	41.150	1.5	1.5	2.0	7.250	18.23	0.000	3.000	
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	1.5	2.0	7.250	18.23	0.000	3.000	
PAINTER		ALL		33.650	35.650	1.5	1.5	1.5	10.30	8.200	0.000	1.350	
PAINTER SIGNS		BLD		33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000	0.000	
PILEDRIIVER		BLD		31.880	34.130	1.5	1.5	2.0	8.000	15.71	0.000	0.520	
PILEDRIIVER		HWY		33.700	35.950	1.5	1.5	2.0	8.000	15.81	0.000	0.520	
PIPEFITTER		BLD		37.400	41.510	1.5	1.5	2.0	7.000	11.63	0.000	1.060	
PLASTERER		BLD		28.140	29.770	1.5	1.5	2.0	7.500	15.00	0.000	0.870	
PLUMBER		BLD		34.520	37.630	1.5	1.5	2.0	7.000	13.86	0.000	0.950	
ROOFER		BLD		30.580	32.110	1.5	1.5	2.0	8.450	7.220	0.000	0.250	
SHEETMETAL WORKER		BLD		32.430	34.050	1.5	1.5	2.0	9.120	15.55	0.000	0.780	
SIGN HANGER		HWY		35.980	37.980	0.0	0.0	0.0	9.490	13.91	0.000	0.000	
SPRINKLER FITTER		BLD		37.120	39.870	1.5	1.5	2.0	8.420	8.500	0.000	0.350	
STEEL ERECTOR		HWY		35.980	37.980	0.0	0.0	0.0	9.490	13.91	0.000	0.000	
STONE MASON		BLD		32.380	33.880	1.5	1.5	2.0	8.600	9.870	0.000	0.590	
SURVEY WORKER	-->NOT IN EFFECT			NW ALL	28.600	30.100	1.5	1.5	2.0	7.700	14.86	0.000	0.800
SURVEY WORKER	-->NOT IN EFFECT			SE ALL	29.060	30.560	1.5	1.5	2.0	8.000	14.06	0.000	0.800

TERRAZZO FINISHER	BLD	29.890	0.000	1.5	1.5	2.0	8.600	10.05	0.000	0.580
TERRAZZO MASON	BLD	31.650	32.900	1.5	1.5	2.0	8.600	10.05	0.000	0.580
TILE MASON	BLD	31.650	32.900	1.5	1.5	2.0	8.600	10.05	0.000	0.580
TRUCK DRIVER	ALL 1	33.000	36.550	1.5	1.5	2.0	11.10	5.230	0.000	0.250
TRUCK DRIVER	ALL 2	33.480	36.550	1.5	1.5	2.0	11.10	5.230	0.000	0.250
TRUCK DRIVER	ALL 3	33.700	36.550	1.5	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
TRUCK DRIVER	ALL 5	34.900	36.550	1.5	1.5	2.0	11.10	5.230	0.000	0.250
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	O&C 4	28.110	30.220	1.5	1.5	2.0	11.40	5.440	0.000	0.250
TRUCK DRIVER	O&C 5	28.850	30.220	1.5	1.5	2.0	11.40	5.440	0.000	0.250
TUCKPOINTER	BLD	32.380	33.880	1.5	1.5	2.0	8.600	9.870	0.000	0.590

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)

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

PILEDRIERS - 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 Cranes (Crawler-Mobile) and Stationary; Crane-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 Batchers; 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 Oilier; 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.

EXHIBIT A

Arch Masonry Inc.

114 Shadow Creek
Washington, IL. 61571
309.303.6583
kurthartter@gmail.com

Proposal

Foster's Jewelry
106 N. Main St.
Washington, IL. 61571

Scope: Arch Masonry Inc. proposes to remove and replace front (3) squares of concrete with negative slope away from storefront. Also included is a cost for tuckpointing on building store front.

(3) concrete squares	1,600.00
Excavating and water proofing front foundation wall	2,400.00
Store front tuckpointing	16,450.00
Miscellaneous Tuckpointing (basement, side of building)	5,800.00
Repair Bowed south wall	18,500.00
Water diversion, misc. tuck pointing on back of building	1,950.00

Proposal includes all labor and materials.

*Note - If upon inspection additional problems are found on front foundation walls evaluation will need to be done at that time.

Submitted for your consideration,

Kurt Hartter
Arch Masonry Inc.
309.303.6583

ELIGIBLE EXPENSES	ESTIMATE	BASE SUBSIDY %	BASE SUBSIDY AMT.	HISTORIC REHAB. BONUS %	HISTORIC REHAB. BONUS AMT.	TOTAL SUBSIDY %	TOTAL SUBSIDY AMT.
<u>Exterior Work</u>							
Excavating/waterproof front foundation	\$ 2,400.00	20%	\$ 480.00	20%	\$ 480.00	40%	\$ 960.00
Storefront tuckpointing	\$ 16,450.00	20%	\$ 3,290.00	20%	\$ 3,290.00	40%	\$ 6,580.00
Misc. tuckpointing (basement, side)	\$ 5,800.00	20%	\$ 1,160.00	20%	\$ 1,160.00	40%	\$ 2,320.00
Repair bowed south wall	\$ 18,500.00	20%	\$ 3,700.00	20%	\$ 3,700.00	40%	\$ 7,400.00
Water diversion, misc. tuckpoint rear	\$ 1,950.00	20%	\$ 390.00	20%	\$ 390.00	40%	\$ 780.00
Remove/replace three sidewalk square	\$ 1,600.00	20%	\$ 320.00	30%	\$ 480.00	50%	\$ 800.00
SUBTOTAL	\$ 46,700.00	20%	\$ 9,340.00	20-30%	\$ 9,500.00	40-50%	\$ 18,840.00
<u>Interior Work</u>							
			\$ -		\$ -		\$ -
SUBTOTAL	\$ -		\$ -		\$ -		\$ -
TOTALS	\$ 46,700.00		\$ 9,340.00	20-30%	\$ 9,500.00	40-50%	\$ 18,840.00

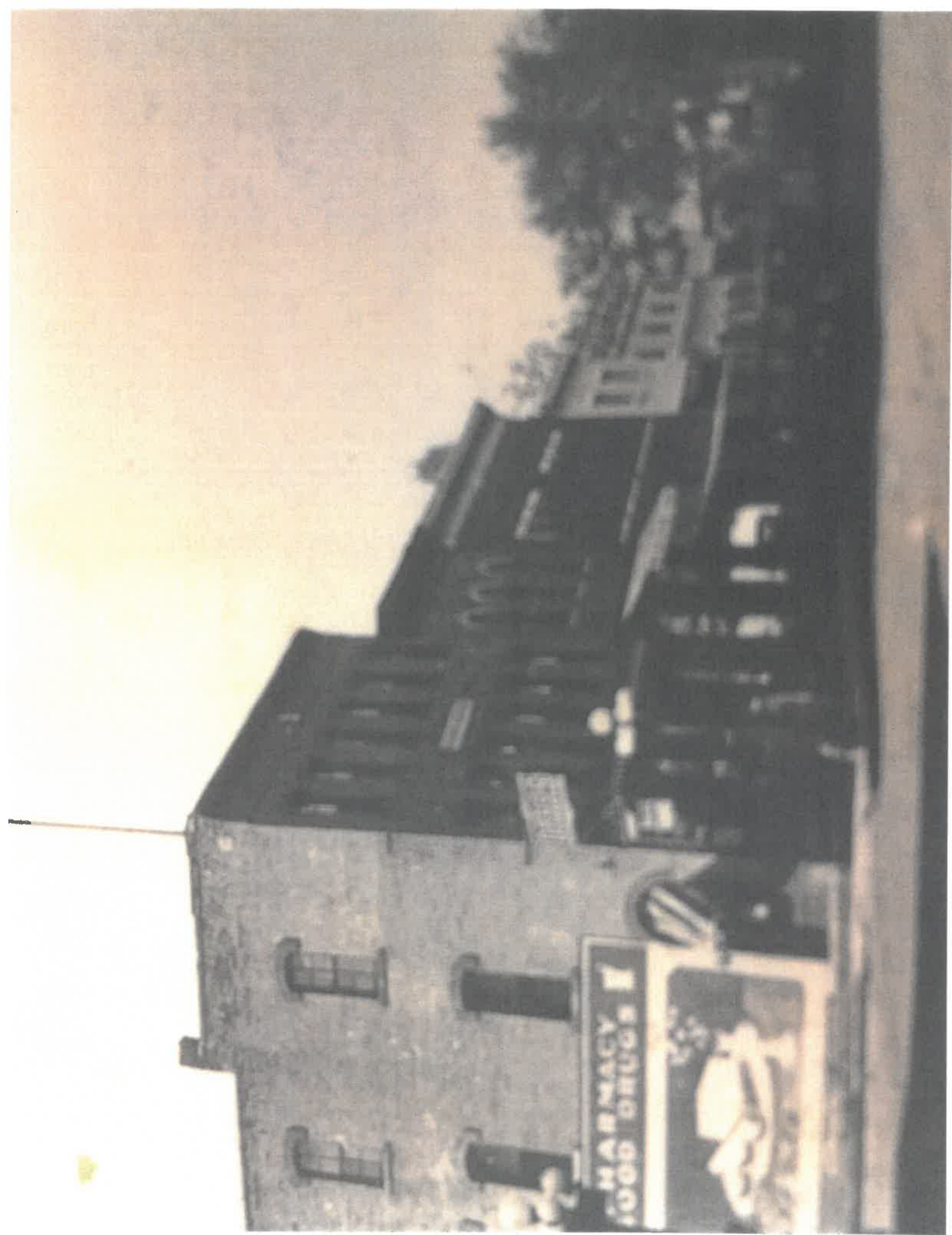
(NOT TO EXCEED)

PROPOSED REIMBURSEMENT SCHEDULE

Duration: 1 year

Year 1 \$6,280.00
Year 2 \$6,280.00
Year 3 \$6,280.00

EXHIBIT C





THREE-STORY BUILDING AT WASHINGTON, ILL. RAZED FOR FILLING STATION

The Zinser building, built about 1875, at Washington, Ill., is being torn down to give place to a filling station. It is shown from across the Washington river.

—Journal-Transcript Photo