

CITY OF WASHINGTON

PLANNING & DEVELOPMENT DEPARTMENT

301 Walnut St. · Washington, IL 61571

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<http://www.washington-illinois.org>

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MEMORANDUM

TO: Mayor Manier and City Council
FROM: Jon R. Oliphant, AICP, Planning & Development Director
SUBJECT: First Reading Ordinance – TIF 2 funding request – Black Panther Holdings, LLC, 104 N. High Street
DATE: September 29, 2017

(A request has been made to waive the 2nd reading ordinance)

Summary: Staff recommends a subsidy not-to-exceed amount of \$27,350 to be paid in three equal annual installments for interior and exterior improvements at 104 N. High Street. A base 20-percent subsidy would be eligible for the interior and exterior work and an additional 10-percent subsidy would be recommended for the exterior items.

Background: We have received an application from Black Panther Holdings, LLC, for TIF assistance to renovate the exterior and interior of the building at 104 N. High Street. The application form, project summary sheet, and the various project estimates are attached for your review and consideration. Black Panther Holdings purchased the property in 2015 from Dennis Shubert, who formerly operated Riggsville at this site. This building is the former Schierer's Dairy located just east of the northeast square parking lot. The City entered into a TIF redevelopment agreement with Mr. Shubert in 2010 at a 20-percent rate for interior and exterior improvements preceding the opening of Riggsville.

The exterior work will consist of painting, soffit/facia repair, siding improvements, window/door improvements, new roof/roof repairs, parking lot repairs, period signage, landscaping of the parking lot, and exterior electrical upgrades. The owners have currently identified the need for a new roof but have indicated a second opinion may show that it instead can be repaired. The interior renovation will consist of the construction of a new bathroom and plumbing upgrades.

Black Panther Holdings intends to open a fitness facility under a name to be determined. It would like to start and finish the project this fall and would be able to get the exterior work completed this construction season. The total eligible work totals \$99,500. Each of the above items is eligible for the 20-percent base subsidy. Staff would recommend an additional 10-percent subsidy for the exterior work. Based on this breakdown, staff would recommend a subsidy not-to-exceed amount of **\$27,350** to be paid in three annual installments of \$9,116.67 each.

The Finance and Personnel Committee reviewed this item at its meeting on September 18 and recommended approval of the project. A first reading ordinance is scheduled for the October 2 City Council meeting.

Ordinance No. _____

(Adoption of this ordinance would approve a TIF redevelopment agreement with Black Panther Holdings, LLC, for the redevelopment of 104 N. High Street).

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT FOR PRIVATE DEVELOPMENT WITH BLACK PANTHER HOLDINGS, 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 Black Panther Holdings, 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: _____

Mayor

ATTEST:

City Clerk

**AGREEMENT FOR PRIVATE REDEVELOPMENT
AMONG THE CITY OF WASHINGTON,
TAZEWELL COUNTY, ILLINOIS, AND
BLACK PANTHER HOLDINGS, LLC**

THIS AGREEMENT for Private Redevelopment made and entered into this _____ day of _____, 2017, by and among 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, and **BLACK PANTHER HOLDINGS LLC**, a limited liability company (hereinafter collectively 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 North High 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, into a physical fitness business; and

WHEREAS, the Real Estate is legally described as follows:

SEC 24 T26N R3W ORIGINAL TOWN E 140’ OF LOT 35 & S 15’ OF E 140’ OF LOT 36 NW 1/4; all situated in the City of Washington, Tazewell County, Illinois.

PIN: 02-02-24-100-032

Commonly known as: 104 North High Street, Washington, IL 61571

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 North High Street, Washington, Illinois. Developer will make renovations to the exterior and interior of the structure for use as a physical fitness facility, 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 continued use of the structure as a physical fitness facility, in accordance with the Remodel Specifications. In that connection the Developer shall:

- (1) Interior:
 - (a) Construct a new bathroom; and
 - (b) Upgrade the plumbing.
- (2) Exterior:
 - (a) Paint the north and west facades;
 - (b) Repair the soffit and fascia;
 - (c) Replace the siding;
 - (d) Improve the windows and doors;
 - (e) Replace the roof;
 - (f) Repair the parking lot;
 - (g) Add new signage;
 - (h) Install landscaping; and
 - (i) Upgrade the electrical system.

The estimated total cost of the above-listed items for exterior renovation is ninety-nine thousand five hundred dollars (\$99,500.00). 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 October 3, 2017.

D. Completion of Redevelopment. Developer shall complete the redevelopment of the Real Estate on or before December 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, including, but not limited to, payment of a portion of Developer's relocation costs, 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 Redeveloper'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 space as a physical fitness facility. 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. 3238 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 Twenty-Seven Thousand Three Hundred Fifty Dollars (\$27,350.00), 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) annual installments as follows:

(a) One-third (1/3) of the total cost, not to exceed the sum of Nine Thousand One Hundred Sixteen Dollars and Sixty-Six Cents (\$9,116.66) within sixty (60) days after final completion of the equipment upgrade on 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 Nine Thousand One Hundred Sixteen Dollars and Sixty-Seven Cents (\$9,116.67) on the thirtieth (30th) day after the first day of the month falling twelve (12) months after final completion of the equipment upgrade on 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 Nine Thousand One Hundred Sixteen Dollars and Sixty-Seven Cents (\$9,116.67) on

the thirtieth (30th) day after the first day of the month falling twenty-four (24) months after final completion of the equipment upgrade on the Real Estate, and occupancy of the structure by the Developer or a tenant; and

(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, in any given year, 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.

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. Assignment of Developer's Obligations. Developer agrees that this Agreement and the rights, duties and obligations hereunder may not and shall not be assigned by Developer without the prior written consent of the City, which consent will not be unreasonably withheld. Any proposed assignee shall have all of the qualifications and financial responsibility, as reasonably determined by the City, necessary and adequate to fulfill the obligations of

Developer. Any proposed assignee shall, in writing in a form reasonably acceptable to the City and expressly for the benefit of the City, assume all of the obligations of Developer under this Agreement and agree to be subject to all the conditions and restrictions to which Developer is subject. For purposes of this section, any sale, transfer, assignment, pledge or hypothecation of an interest in Developer (other than an affiliate of Developer) that results in a change of management control of Developer will constitute an assignment of this Agreement.

F. Covenant Running with the Land. The provisions of this Agreement shall remain in effect for the duration of this Agreement. They shall be covenants running with the land and shall be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and be enforceable by, City, its successors and assigns, against Developer, its successors and assigns.

G. 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.

H. 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.

I. 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.

J. 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.

K. 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: Black Panther Holdings LLC
Attn: _____

City: 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

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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

Black Panther Holdings, LLC

By _____
Mayor

Joseph J. Dietz, Member

ATTEST:

Joseph Havens, Member

City Clerk

Trevor Hiel, Member

Matt Nieukirk, Member

CITY

DEVELOPER

EXHIBIT B

ORDINANCE NO. 3238

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, as of June, 2017.

**AN ORDINANCE PROVIDING FOR PREVAILING WAGES
TO BE PAID PERSONS EMPLOYED IN PERFORMING
CONSTRUCTION OF PUBLIC WORKS CONTRACTED FOR BY
THE CITY OF WASHINGTON, TAZEWEEL 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, TAZEWEEL 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 as of June, 2017, 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 or 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.

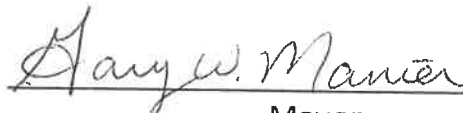
Section 5. The City Clerk shall promptly file a certified copy of this ordinance with both the Secretary of State Index Division and the Department of Labor of the State of Illinois.

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 19th day of June, 2017.


AYES: Dingledine, Brownfield, Moss, Gee, Butler, Brucks, Adams, Cobb

NAYS: -0-



Mayor

ATTEST:



City Clerk

This schedule contains the prevailing wage rates required to be paid for work performed on or after Monday, June 5, 2017 on public works projects in this County. Pursuant to 820 ILCS 130/4, public bodies in this County that have active public works projects are responsible for notifying all contractors and subcontractors working on those public works projects of the change (if any) to rates that were previously in effect. The failure of a public body to provide such notice does not relieve contractors or subcontractors of their obligations under the Prevailing Wage Act, including the duty to pay the relevant prevailing wage in effect at the time work subject to the Act is performed.

TAZEWELL COUNTY
PREVAILING WAGE
RATES EFFECTIVE
JUNE 5, 2017

Trade/Title	Region	Type	Class	Base Wage	Foreman Wage	M-F OT	OSA	OSH	H/W	Pension	Vacation	Training
ASBESTOS ABT-GEN	NW	BLD		26.86	28.36	1.5	1.5	2.0	7.70	17.47	0.00	0.80
ASBESTOS ABT-GEN	NW	HWY		29.96	31.46	1.5	1.5	2.0	7.70	17.47	0.00	0.80
ASBESTOS ABT-GEN	SE	BLD		32.29	34.04	1.5	1.5	2.0	8.75	15.90	0.00	0.80
ASBESTOS ABT-MEC	All	BLD		33.00	35.50	1.5	1.5	2.0	11.62	11.06	0.00	0.72
BOILERMAKER	All	BLD		38.00	41.00	2.0	2.0	2.0	7.07	15.99	0.00	0.40
BRICK MASON	All	BLD		33.16	34.66	1.5	1.5	2.0	9.40	10.57	0.00	0.79
CARPENTER	All	BLD		31.71	33.96	1.5	1.5	2.0	8.20	16.21	0.00	0.52
CARPENTER	All	HWY		33.51	35.76	1.5	1.5	2.0	8.20	16.51	0.00	0.52
CEMENT MASON	All	BLD		29.62	31.37	1.5	1.5	2.0	8.00	16.15	0.00	0.50
CEMENT MASON	All	HWY		31.11	32.61	1.5	1.5	2.0	8.00	16.52	0.00	0.50
CERAMIC TILE FINISHER	All	BLD		30.86	30.86	1.5	1.5	2.0	9.40	10.57	0.00	0.77
ELECTRIC PWR EQMT												
OP	All	All		42.47	48.52	1.5	1.5	2.0	6.52	11.89	0.00	0.42
ELECTRIC PWR												
GRNDMAN	All	All		29.14	48.52	1.5	1.5	2.0	6.12	8.16	0.00	0.29
ELECTRIC PWR												
LINEMAN	All	All		47.16	48.52	1.5	1.5	2.0	6.66	13.20	0.00	0.47
ELECTRIC PWR TRK												
DRV	All	All		30.55	32.55	1.5	1.5	2.0	6.17	8.56	0.00	0.31
ELECTRICIAN	All	All		35.21	37.71	1.5	1.5	2.0	7.10	11.70	0.00	0.80

ELECTRICIAN	ALL	BLD		34.82	37.32	1.5	1.5	2.0	6.10	11.43	0.00	0.40
ELECTRONIC SYS TECH	ALL	BLD		27.75	29.75	1.5	1.5	2.0	6.85	10.93	0.00	0.40
ELEVATOR												
CONSTRUCTOR	ALL	BLD		42.52	47.84	2.0	2.0	2.0	14.43	8.96	3.40	0.60
GLAZIER	ALL	BLD		34.12	36.12	1.5	1.5	1.5	10.25	7.70	0.00	1.25
HT/FROST INSULATOR	ALL	BLD		44.40	46.50	1.5	1.5	2.0	11.62	12.26	0.00	0.72
IRON WORKER	ALL	BLD		32.40	34.30	1.5	1.5	2.0	9.84	14.91	0.00	0.54
IRON WORKER	ALL	HWY		35.98	37.98	1.5	1.5	2.0	9.49	13.91	0.00	0.00
LABORER	NW	BLD		25.86	27.36	1.5	1.5	2.0	7.70	17.47	0.00	0.80
LABORER	NW	HWY		29.21	30.71	1.5	1.5	2.0	7.70	19.07	0.00	0.80
LABORER	SE	BLD		27.56	29.81	1.5	1.5	2.0	8.75	14.00	0.00	0.80
LABORER	SE	HWY		31.29	32.79	1.5	1.5	2.0	8.75	15.90	0.00	0.80
LATHER	ALL	BLD		30.88	33.13	1.5	1.5	2.0	8.00	15.71	0.00	0.52
MACHINERY MOVER	ALL	HWY		35.98	37.98	1.5	1.5	2.0	9.49	13.91	0.00	0.00
MACHINIST	ALL	BLD		45.35	47.85	1.5	1.5	2.0	7.26	8.95	1.85	0.00
MARBLE FINISHERS	ALL	BLD		30.86		1.5	1.5	2.0	9.40	10.57	0.00	0.77
MARBLE MASON	ALL	BLD		32.61	33.86	1.5	1.5	2.0	9.40	10.57	0.00	0.78
MILLWRIGHT	ALL	BLD		31.56	33.81	1.5	1.5	2.0	8.20	16.72	0.00	0.52
MILLWRIGHT	ALL	HWY		33.59	35.84	1.5	1.5	2.0	8.20	16.95	0.00	0.52
OPERATING												
ENGINEER	ALL	BLD	1	38.62	37.49	1.5	1.5	2.0	8.00	19.23	0.00	3.00
OPERATING												
ENGINEER	ALL	BLD	2	35.84	37.49	1.5	1.5	2.0	8.00	19.23	0.00	3.00
OPERATING												
ENGINEER	ALL	BLD	3	31.27	37.49	1.5	1.5	2.0	8.00	19.23	0.00	3.00
OPERATING												
ENGINEER	ALL	HWY	1	38.62	41.62	1.5	1.5	2.0	8.00	19.23	0.00	3.00
OPERATING												
ENGINEER	ALL	HWY	2	35.84	41.62	1.5	1.5	2.0	8.00	19.23	0.00	3.00
OPERATING												
ENGINEER	ALL	HWY	3	31.27	41.62	1.5	1.5	2.0	8.00	19.23	0.00	3.00
OPERATING												
ENGINEER	ALL	HWY		34.60	36.60	1.5	1.5	1.5	10.30	8.20	0.00	1.35
PAINTER	ALL	ALL										

PAINTER SIGNS	ALL	BLD	33.92	38.09	1.5	1.5	1.5	2.60	2.71	0.00	0.00
PILED RIVER	ALL	BLD	32.71	34.96	1.5	1.5	2.0	8.20	16.21	0.00	0.52
PILED RIVER	ALL	HWY	34.51	36.76	1.5	1.5	2.0	8.20	16.51	0.00	0.52
PIPE FITTER	ALL	BLD	38.50	42.74	1.5	1.5	2.0	7.00	12.03	0.00	1.06
PLASTERER	ALL	BLD	29.00	30.25	1.5	1.5	2.0	8.15	16.19	0.00	0.80
PLUMBER	ALL	BLD	35.17	38.34	1.5	1.5	2.0	7.00	14.21	0.00	0.95
ROOFER	ALL	BLD	31.00	32.55	1.5	1.5	2.0	8.95	8.30	0.00	0.25
SHEETMETAL											
WORKER	ALL	BLD	32.75	34.39	1.5	1.5	2.0	9.37	16.46	0.00	0.80
SIGN HANGER	ALL	HWY	35.98	37.98	1.5	1.5	2.0	9.49	13.91	0.00	0.00
SPRINKLER FITTER	ALL	BLD	37.12	39.87	1.5	1.5	2.0	8.42	8.50	0.00	0.35
STEEL ERECTOR	ALL	HWY	36.44	38.44	1.5	1.5	2.0	9.84	14.91	0.00	0.54
STONE MASON	ALL	BLD	33.16	34.66	1.5	1.5	2.0	9.40	10.57	0.00	0.79
TERRAZZO FINISHER	ALL	BLD	30.86		1.5	1.5	2.0	9.40	10.57	0.00	0.77
TERRAZZO MASON	ALL	BLD	32.61	32.61	1.5	1.5	2.0	9.40	10.57	0.00	0.78
TILE MASON	ALL	BLD	32.61	33.86	1.5	1.5	2.0	9.40	10.57	0.00	0.78
TRUCK DRIVER	ALL	ALL	35.02	38.55	1.5	1.5	2.0	11.92	5.66	0.00	0.25
TRUCK DRIVER	ALL	ALL	35.54	38.55	1.5	1.5	2.0	11.92	5.66	0.00	0.25
TRUCK DRIVER	ALL	ALL	35.77	38.55	1.5	1.5	2.0	11.92	5.66	0.00	0.25
TRUCK DRIVER	ALL	ALL	36.10	38.55	1.5	1.5	2.0	11.92	5.66	0.00	0.25
TRUCK DRIVER	ALL	ALL	37.05	38.55	1.5	1.5	2.0	11.92	5.66	0.00	0.25
TRUCK DRIVER	ALL	O&C	28.02	31.14	1.5	1.5	2.0	11.92	5.66	0.00	0.25
TRUCK DRIVER	ALL	O&C	28.43	31.14	1.5	1.5	2.0	11.92	5.66	0.00	0.25
TRUCK DRIVER	ALL	O&C	28.62	31.14	1.5	1.5	2.0	11.92	5.66	0.00	0.25
TRUCK DRIVER	ALL	O&C	28.88	31.14	1.5	1.5	2.0	11.92	5.66	0.00	0.25
TRUCK DRIVER	ALL	O&C	29.64	31.14	1.5	1.5	2.0	11.92	5.66	0.00	0.25
TUCK POINTER	ALL	BLD	33.16	34.66	1.5	1.5	2.0	9.40	10.57	0.00	0.79

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.

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 Batches); 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; Tunneljager;

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 Macadam; 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.

Black Panther Holdings
Proposed TIF renovation project
104 N. High Street

9/12/2017

ELIGIBLE EXPENSES	ESTIMATE	SUBSIDY %	BASE SUBSIDY AMT.	HISTORIC REHAB. BONUS %	HISTORIC REHAB. BONUS AMT.	TOTAL SUBSIDY %	TOTAL SUBSIDY AMT.
<u>Exterior Work</u>							
Painting	\$ 5,000.00	20%	\$ 1,000.00	10%	\$ 500.00	30%	\$ 1,500.00
Soffit and Facia	\$ 4,500.00	20%	\$ 900.00	10%	\$ 450.00	30%	\$ 1,350.00
Siding	\$ 8,000.00	20%	\$ 1,600.00	10%	\$ 800.00	30%	\$ 2,400.00
Windows/doors	\$ 10,000.00	20%	\$ 2,000.00	10%	\$ 1,000.00	30%	\$ 3,000.00
Roof	\$ 32,500.00	20%	\$ 6,500.00	10%	\$ 3,250.00	30%	\$ 9,750.00
Parking lot	\$ 2,500.00	20%	\$ 500.00	10%	\$ 250.00	30%	\$ 750.00
Sign	\$ 2,000.00	20%	\$ 400.00	10%	\$ 200.00	30%	\$ 600.00
Landscaping	\$ 2,500.00	20%	\$ 500.00	10%	\$ 250.00	30%	\$ 750.00
Electrical	\$ 7,500.00	20%	\$ 1,500.00	10%	\$ 750.00	30%	\$ 2,250.00
SUBTOTAL	\$ 74,500.00	20%	\$ 14,900.00	10%	\$ 7,450.00		\$22,350.00
<u>Interior Work</u>							
Bathroom	\$ 17,500.00	20%	\$ 3,500.00		\$ -	20%	\$ 3,500.00
Plumbing	\$ 7,500.00	20%	\$ 1,500.00		\$ -	20%	\$ 1,500.00
SUBTOTAL	\$ 25,000.00	20%	\$ 5,000.00		\$ -		\$ 5,000.00
TOTALS	\$ 99,500.00		\$ 19,900.00		\$ 7,450.00		\$27,350.00

(NOT TO EXCEED)

PROPOSED REIMBURSEMENT SCHEDULE

Duration: 3 years

Year 1 \$9,116.67
Year 2 \$9,116.67
Year 3 \$9,116.67

or one-third (1/3) of the total certified total costs, whichever is less.

EXHIBIT C