

**CITY OF VIENNA  
CITY COUNCIL MEETING  
VIENNA CITY HALL  
June 21, 2017  
6:30 P.M.**

**AGENDA**

1. Mayor Calls Meeting to Order.

2. Roll Call:

Hill\_\_\_\_ Riddle\_\_\_\_ Myrick\_\_\_\_ Owen\_\_\_\_ Racey\_\_\_\_ Tuey\_\_\_\_

3. Omnibus Consent Agenda

- Approval of the June 7, 2017 City Council Meeting Minutes

**Motion**\_\_\_\_ **Seconded**\_\_\_\_\_

Hill\_\_\_\_ Riddle\_\_\_\_ Myrick\_\_\_\_ Owen\_\_\_\_ Racey\_\_\_\_ Tuey\_\_\_\_

**PUBLIC COMMENT/ADDITION TO THE AGENDA**

**NEW BUSINESS**

4. Approval And Authorization Of Marshall Enterprise Rental Group, LLC Redevelopment Agreement

**Motion**\_\_\_\_ **Seconded**\_\_\_\_\_

Hill\_\_\_\_ Riddle\_\_\_\_ Myrick\_\_\_\_ Owen\_\_\_\_ Racey\_\_\_\_ Tuey\_\_\_\_

5. Approval Of Resolution 17-09, A Resolution to Marshall Enterprise Group, LLC for Redevelopment of Certain Property Located in the City of Vienna, IL

**Motion**\_\_\_\_ **Seconded**\_\_\_\_\_

Hill\_\_\_\_ Riddle\_\_\_\_ Myrick\_\_\_\_ Owen\_\_\_\_ Racey\_\_\_\_ Tuey\_\_\_\_

6. Approval and Authorization to designate Banterra Bank and Legence Bank as City of Vienna Depositories of funds for a period of one year

**Motion** \_\_\_\_\_ **Seconded** \_\_\_\_\_

Hill \_\_\_\_\_ Riddle \_\_\_\_\_ Myrick \_\_\_\_\_ Owen \_\_\_\_\_ Racey \_\_\_\_\_ Tuey \_\_\_\_\_

7. Approval and Authorization of Ordinance 17-06, An Ordinance stating the 2017 Prevailing Wage for the City of Vienna

**Motion** \_\_\_\_\_ **Seconded** \_\_\_\_\_

Hill \_\_\_\_\_ Riddle \_\_\_\_\_ Myrick \_\_\_\_\_ Owen \_\_\_\_\_ Racey \_\_\_\_\_ Tuey \_\_\_\_\_

8. City Elected and Appointed Officials

- Mayor Simmons
- Aleatha Wright, City Clerk- TIF Joint Review Board Meeting 6/23
- Josh Stratemeyer, City Attorney
- Shane Racey, City Supt- Request for Consent /Approval for meter replacement of 5 water meters - Fortiline Waterworks
- Jim Miller, Police Chief
- Brent Williams, Fire Chief
- City Council
- Phil Morris, Depot
- Margaret Mathis, City Librarian

9. Closed Session: Employment as per 5ILCS 120/2(c)(1)

Out of Regular Session into Executive Session:

**Motion** \_\_\_\_\_ **Seconded** \_\_\_\_\_

Hill \_\_\_\_\_ Riddle \_\_\_\_\_ Myrick \_\_\_\_\_ Owen \_\_\_\_\_ Racey \_\_\_\_\_ Tuey \_\_\_\_\_

Out of Executive into Regular Session:

**Motion** \_\_\_\_\_ **Seconded** \_\_\_\_\_

Hill \_\_\_\_\_ Riddle \_\_\_\_\_ Myrick \_\_\_\_\_ Owen \_\_\_\_\_ Racey \_\_\_\_\_ Tuey \_\_\_\_\_

10. Adjournment :

**Motion** \_\_\_\_\_ **Seconded** \_\_\_\_\_

Hill \_\_\_\_\_ Riddle \_\_\_\_\_ Myrick \_\_\_\_\_ Owen \_\_\_\_\_ Racey \_\_\_\_\_ Tuey \_\_\_\_\_

POSTED: 6-19-17

BY: *D. Wright*

**MARSHALL ENTERPRISE RENTAL GROUP, LLC**  
**REDEVELOPMENT AGREEMENT**

This redevelopment agreement (hereinafter referred to as "Agreement") is made and entered into as of \_\_\_\_\_, 2017, by and between the City of Vienna, Illinois, an Illinois municipal corporation (the "City"), and Marshall Enterprise Rental Group, LLC (the "Developer").

RECITALS

- A. On May 7, 2008, in accordance with the TIF Act, the City of Vienna approved ordinances adopting tax increment financing and the Vienna Tax Increment Financing Plan and Project #1.
- B. The Developer has submitted a Redevelopment Proposal to the City for a project which could not or would not be undertaken without the use of tax increment financing incentives.
- C. The City Council, after reviewing the Redevelopment Proposal submitted by the Developer, believes that the Redevelopment Area as set forth herein in the Redevelopment Proposal, and the performance generally of this Agreement, are in the best interests of the City, and the health, safety, morals and welfare of its residents, and in accord with the public purposes specified in the Redevelopment Plan.

AGREEMENT

In consideration of the above premises and the mutual obligations of the parties hereto, each party hereby agrees as follows:

1. Definitions As used in this Agreement, the following words and terms shall have the following meanings:

"Administration Fee(s)" will be a fee incurred annually for the creation and administration of this Redevelopment Agreement and all matters related to the context of this Agreement. Administration Fees will be calculated as **10%** of the total annual Developer's Share Eligible Redevelopment Project Costs submitted by the Developer and approved by the City for reimbursement during each year, **not to exceed \$500.00**. Administration Fees are to be paid to the City annually, prior to any reimbursement payments from the City to the Developer, for the life of this Agreement. This fee may be deducted from the Developer's Share.

"Affiliate": Shall mean, with respect to any business entity, any other business entity directly or indirectly controlled (including at least 51% voting control) by or under direct or indirect common control with such business entity. A business entity shall be deemed to control another business entity if such controlling business entity possess solely, directly or indirectly the power to direct, or cause the direction of, the management and policies of the second

business entity whether through the ownership of voting securities, common directors, trustees, partnership interest or member interest.

“City”: The City of Vienna, Johnson County, Illinois, a statutory City of Johnson County, and a political subdivision of the State of Illinois.

“City Council”: The City Council of the City of Vienna, Illinois.

“Commencement Date” means the commencement of payments by the City; that date in no event to be earlier than the date of the completion of the Work as verified by the City in the City’s sole discretion.

“Construction Plans”: Plans, drawings, specifications and related documents, and construction schedules for the construction of the Work (as shown on the attached Concept Plan or on the attached Development Plan, if necessary), together with all supplements, amendments or corrections, submitted by the Developer and approved by the City in accordance with this Agreement.

“Developer”: Marshall Enterprise Rental Group, LLC

“Developer’s Portion of the Redevelopment Project”: The redevelopment of property for use by Developer. Redevelopment including the renovation and improvement of the property located at approximately 97 Red Bud Lane, Vienna, IL for commercial uses; including but not limited to: renovation and remodeling of the existing structure, improvements to the property, and other work required to support such a development; all to be used for activities in accordance with the Redevelopment Plan.

“Developer’s Share”: Means, on or after the Commencement Date, the City reimburses the developer **\$5,000, or a total of all Eligible Redevelopment Project Costs, whichever is less, in the form of a one-time grant payment.** This grant is payable upon completion of all Work for the project, but not before sufficient Eligible Redevelopment Project Costs incurred by the Developer in the performance of the Work have been verified by the City. Monies are to be paid from the Special Allocation Fund, Vienna Tax Increment Financing Project Area #1. The Developer’s Share is subject to the deduction of an Administration Fee.

“Eligible Redevelopment Projects Costs”: Any and all costs incurred pursuant to Section 11-74.4-3 of the TIF Act, and that qualify under Section 11-74.4-3 (q) as determined by the City, in the City’s sole discretion.

“Property”: That property to be used by Developer as more generally defined as approximately 97 Red Bud Lane, Vienna, Illinois 62995 and described more fully in **Appendix A – Legal Description.**

“Redevelopment Area”: A certain area of the City of Vienna known as the “Vienna Tax Increment Financing Area #1”.

"Redevelopment Plan": A plan entitled "Vienna Tax Increment Financing Redevelopment Plan #1" approved on May 7, 2008, and as from time to time amended.

"Redevelopment Project": Those activities described as the Redevelopment Project in the Redevelopment Plan and this Agreement.

"Redevelopment Project Costs": The sum total of all reasonable or necessary costs actually incurred and paid in performing the Work, and any such costs incidental to the Redevelopment Plan or Redevelopment Project, provided however, that Redevelopment Project Costs shall not include any internal costs of Developer and shall not include any amounts for overhead, margin, profit or the like in connection with goods or services supplied to Developer by any Affiliate of Developer, except to the extent that such items are commercially reasonable and competitive with similar charges in arms-length transactions.

"Redevelopment Proposal": The description of the intended scope and scale of the project as described by the Developer in the submitted application for tax increment financing assistance, as well as any and all accompanying site plans, drawings, or other descriptions of the intended project.

"Special Allocation Fund": The Special Allocation Fund, Vienna Tax Increment Financing Project Area #1.

"TIF Act": The Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4 et. seq.

"TIF Revenues": The ad valorem taxes, if any, arising from the tax levies upon taxable real property in the portion of the TIF Redevelopment Area related to the Redevelopment Project by any and all taxing districts or municipal corporations having the power to tax real property in the TIF Redevelopment Area, which taxes are attributable to the increase in the then current equalized assessed valuation of each taxable lot, block, tract, or parcel of real property in the portion of the TIF Redevelopment Area related to the Redevelopment Project (those units of Property defined in Appendix A of the Vienna Tax Increment Financing Project Area #1) over and above the Total Initial Equalized Assessed Value of each such portion of property within the TIF Redevelopment Area, all as determined by the County Clerk of the County of Johnson, Illinois, in accordance with Section 11-74.4-8 of the TIF Act. For purposes of this Agreement, the "then current equalized assessed valuation" shall mean the equalized assessed valuation for each taxable lot, block, tract or parcel of real property within the portion of the TIF Redevelopment Area related to the Redevelopment Project for the first year following full assessment of said real property after substantial completion of the Work within the Redevelopment Project.

"Work": All work necessary to prepare the Property for, and to implement the portion of, the Redevelopment Project set forth in Section 2.1.a. below, including but not limited to; the renovation and improvement of the property located at approximately 97 Red Bud Lane, Vienna, IL for commercial uses; including but not limited to: renovation and remodeling of the

existing structure, improvements to the property, and other work required to support such a development; all to be used for activities in accordance with the Redevelopment Plan.

"Zoning Approvals": All plat approvals, re-zoning or other zoning and ordinance changes, site plan approvals, conditional use permits, or other subdivision, signage, zoning, or similar approvals required from the City for the implementation of the Redevelopment Project and which are consistent with the Redevelopment Plan and this Agreement and all Federal, state and local laws, ordinances, codes and regulations (except that with respect to the City's Zoning Ordinances, such applications may contain such non-conformance or variance to the extent contemplated by the Redevelopment Plan and this Agreement).

Capitalized terms not otherwise defined in this Agreement shall have the meaning ascribed to them in the Redevelopment Plan.

2. Redevelopment Project The City and Developer agree to carry out the Redevelopment Project in accordance with the Redevelopment Plan and this Agreement.

2.1 Developer Undertakings. The Developer agrees, subject to the terms and conditions hereof to undertake the Developer's Portion of the Redevelopment Project, viz.:

- a) The redevelopment of property for commercial business uses. Redevelopment including the renovation and improvement of the property located at approximately 97 Red Bud Lane, Vienna, IL including but not limited to: renovation and remodeling of the existing structure, improvements to the property, and other work required to support such a development; all to be used for activities in accordance with the Redevelopment Plan.
- b) The Developer agrees to begin the Project within sixty (60) days of the execution of this agreement and complete the project within one-hundred twenty (120) days of the execution of this agreement. An extension to these deadlines may be granted with the written approval of the City.

2.2 City Undertaking. The City agrees, subject to the terms and conditions hereof, to use diligent efforts to expeditiously consider all Zoning Approvals necessary to commence and complete the Redevelopment Project so long as the application and documentation of such Zoning Approval Requests are in compliance with the Redevelopment Plan and all applicable Federal, state and local laws, ordinances, codes and regulations.

3. Acceptance of Proposal/Developer Selection: The City hereby accepts the Redevelopment Proposal, as amended hereby, and selects the Developer exclusively to perform the Work as outlined herein, in accordance with the terms of this Agreement. In the event of any conflict between the Redevelopment Proposal or Redevelopment Plan and the terms hereof, the terms hereof shall control.

4. Plans and Approvals

4.1 Changes During the progress of the Work, the Developer may make such reasonable changes, including, without limitation, modification of the construction schedule, including dates of commencement and completion, modification of the areas in which this work is to be performed, expansion or deletion of items, and any and all such other changes as site conditions or orderly development may dictate and as may be in substantial conformance with the Redevelopment Plan and this Agreement, provided that the Developer shall first obtain the consent of the City, which consent shall not be unreasonably withheld or delayed, before the Developer makes any such changes.

4.2 Zoning Approvals The City agrees to cooperate with the Developer and to expeditiously process and timely consider all applications for the Zoning Approvals which are in substantial conformance with the Redevelopment Plan and this Agreement, and are not contrary to any Federal, state or local law, ordinance, code or regulation (except that with respect to the City's Zoning Ordinances, such applications may contain such nonconformance or variance to the extent contemplated by the Concept Plan, the Redevelopment Plan and this Agreement), all in accordance with the applicable City ordinances and laws of the State of Illinois, and to take all further actions relating to Zoning Approvals (after processing in accordance with applicable laws and ordinances) as are consistent with the Redevelopment Plan and this Agreement.

## 5. Payment of Redevelopment Project Costs

5.1 Requests for Payment of Redevelopment Project Costs The Developer shall submit Requests for Payment of Redevelopment Project Costs ("Requests") in substantially the same form as set forth in **Exhibit 1 - Request for Payment of Redevelopment Project Costs**. All Requests shall be accompanied by invoices, statements, vouchers or bills for the amount requested (including evidence of payment thereof as to any amounts for which payment or reimbursement is requested) and lien waivers for all services or materials furnished by subcontractors, except as to any retainage, related to amounts for which reimbursement is requested. The Developer must also show proof that all Real Estate Property Taxes attributable to the Property are paid in full and to date and that all sales tax owed to the City of Vienna paid in full.

5.2 City's Determination of Payment of Redevelopment Project Costs The City shall approve or disapprove any Request within 30 days of the submittal thereof. If the City disapproves any Request or any portion thereof, it shall state in writing the reasons therefore and provide the Developer a reasonable opportunity to clarify or correct the Request.

5.3 Payment of Redevelopment Project Costs Within 15 days of approval of any Request, the City shall pay the Developer for such approved Redevelopment Project Costs after deducting the Administration Fee from the Developer's Share and to the extent monies are available in the Special Allocation Fund. Such payment shall continue



until such time as the earlier of the following: (i) the Developer Portion of the Redevelopment Project is no longer used for the purposes outlined in this Agreement; (ii) the Developer receives a cumulative total of \$5,000.00 in payments from the Special Allocation Fund or a total of all Eligible Redevelopment Project Costs, whichever is less; (iii) the payment time period described in the "Developer's Share" expires; (iv) the date the Vienna Tax Increment Financing Area #1 expires.

In the event the Developer defaults on the obligations and/or the building becomes vacant within 5 years from the signing of this Agreement, the Developer shall return to the City a sum of 20% of the total amount of increment granted from the City to the Developer for every year of the first five years of this Agreement in which obligations are not met. If a default occurs within one (1) year of the signing of this Agreement, the Developer will return 100% to the City. If a default occurs between one (1) year and two (2) years from the signing of this Agreement, the Developer will return 80% to the City. If a default occurs between two (2) years and three (3) years from the signing of this Agreement, the Developer will return 60% to the City. If a default occurs between three (3) years and four (4) years from the signing of this Agreement, the Developer will return 40% to the City. If a default occurs between four (4) years and five (5) years from the signing of this Agreement, the Developer will return 20% to the City.

5.4 Reimbursements Limited to Eligible Redevelopment Projects Costs Nothing in this Agreement shall obligate the City to pay or to reimburse the Developer for any cost that is not incurred pursuant to Section 11-74.4-3 of the TIF Act and that does not qualify under Section 11-74.4-3 (q) as determined by the City. The Developer shall, at the City's request, provide (a) itemized invoices, receipts or other information, if any, requested by the City to confirm that any such costs are so incurred and do so qualify, and (b) an opinion of counsel to the Developer that such cost is eligible for reimbursement under the TIF Act.

5.5 City's Obligations Limited to Special Allocation Fund Notwithstanding any other term or provision of this Agreement, the City's obligations pursuant to this Agreement are limited to monies in the Special Allocation Fund, and from no other source, to a maximum of \$5,000.00 should the Work be completed. This agreement does not compel the City's General Fund, or any other source of funds, to provide monies for any amount or obligation identified herein.

6. Notices Any notice, demand, or other communication required by this Agreement to be given by either party hereto to the other shall be in writing and shall be sufficiently given or delivered if dispatched by certified United States First Class Mail, postage prepaid, or delivered personally,

1) In the case of the Developer, to:

Marshall Enterprise Rental Group, LLC  
c/o Harry and Robbie Marshall

523 E. Vine St., Suite A  
Vienna, Illinois 62995

- (ii) In the case of the City, to:  
The Honorable Jon Simmons  
Vienna City Hall  
205 North 4<sup>th</sup> Street  
Vienna, Illinois, 62995

or to such other address with respect to either party as that party may, from time to time, designate in writing and forward to the other as provided in this Section.

7. Conflict of Interest The parties agree to abide by all applicable federal, state and local laws, ordinances and regulations relating to conflict of interest. Additionally, but not in limitation of the foregoing, no member of the City Council or any branch of government of the City who has any power of review or approval of any of the undertakings contemplated herein shall participate in any decisions relating thereto which affect his or her personal interests or the interests of any corporation, partnership or other entity in which he or she is directly or indirectly interested. Any member, official, employee or agent of the City now having or subsequently acquiring any personal interest, direct or indirect, or now having or subsequently acquiring any interest in any corporation, partnership or association which has any interest in the Redevelopment Area, or in any contract or proposed contract in connection with the redevelopment, rehabilitation or financing of the Redevelopment Area, shall immediately disclose in writing to the City Council the nature of such interest and seek a determination with respect to such interest by the City Council and in the meantime shall not participate in or attempt to influence any actions or discussions relating to the Redevelopment Area.

8. Maintenance of Redevelopment Area The Developer shall maintain or cause to be maintained all of the Work and the Developer's Portion of the Redevelopment Project, the Property and all buildings and improvements within its control in the Redevelopment Area in accordance with all federal, state and local laws, regulations, codes and ordinances.

9. Representative Not Personally Liable No official, agent, employee, or representative of the City shall be personally liable to the Developer in the event of any default or breach by any party under this Agreement, or for any amount which may become due to any party or on any obligations under the terms of this Agreement.

10. Release and Indemnification

(a) Developer covenants and agrees that the City and its governing body members, officers, agents, servants and employees shall not be liable for, and agrees to indemnify and hold harmless the officers, agents, servants, and employees thereof against, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Acquisition of the Property or construction of the Work.

(b) The City and its governing body of members, officers, agents, servants, and employees shall not be liable for any damage or injury to the persons or property of the Developer or any of its Affiliates or its officers, agents, servants or employees or any other person who may be about the Property Work due to any act of negligence of any person except to the extent that such liability is covered by and payable under applicable liability insurance.

(c) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any of its governing body members, officers, agents, servants or employees in their individual capacities.

(d) No official, employee, agent or representative of the City shall be personally liable to the Developer or any of its Affiliates in the event of a default or breach by any party under this Agreement.

(e) Notwithstanding anything herein to the contrary, the City shall not be liable to the Developer or any of its Affiliates for damages arising in any way from this Agreement, or any other obligation or agreement made in connection therewith or from any breach thereof, or arising from a declaration by a final judgment by a court of competent jurisdiction that all or any portion of the Act is unconstitutional or that any ordinance of the City adopted in connection with the Redevelopment Proposal, Redevelopment Plan or the TIF Act is invalid or unconstitutional in whole or in part; provided that nothing in this Section shall limit claims by Developer or any of its Affiliates against the Special Allocation Fund or actions by Developer seeking specific performance of relevant contracts.

(f) The Developer agrees to indemnify and hold the City, its employees, agents and independent contractors, harmless from, and against any and all suits, claims, damages, liabilities and costs and attorneys fees (a "claim"), resulting from, arising out of, or in any way connected with (1) the Redevelopment Plan or Redevelopment Proposal or their approval, (2) this Agreement, the City's ownership, control, operation or condition of all or any part of the property located within the Property; or any other agreement or obligation made in connection therewith or their approvals, (3) any legal action brought challenging all or any of the foregoing or challenging or counterclaiming in any eminent domain action, (4) the construction of the Work, and (5) the negligence or willful misconduct of the Developer, its employees, agents or independent contractors in connection with the management, development, redevelopment and construction of the Work. In any action concerning or to enforce any of the terms and conditions of this Agreement or any related obligations of Developer, the Developer shall pay all the City's expenses, attorney's fees, and costs and the City may withhold from any amounts otherwise due the Developer under this Agreement or any other obligation of the City to the Developer, any amounts due from the Developer under this Agreement or any other obligation of the Developer to the City.

11. Nondiscrimination In the performance of their obligations hereunder, Developer shall not discriminate on the basis of race, religion, sex, color, national origin, veteran status, age or physical handicap, and the parties shall take such affirmative action as may be appropriate to afford opportunities to everyone in all operations on the Property, including enforcement, contracting, operating, maintenance and purchasing. Developer shall comply with all applicable federal, state and local laws, ordinances, executive orders and regulations regarding equal employment, nondiscrimination and affirmative action.

12. Representation of the City The City represents and warrants that:

(a) Organization and Authority The City (i) is an Illinois municipal corporation, and (ii) has full corporate power to execute and deliver and perform the terms and obligations of this Agreement. The City has been authorized by all necessary action to execute and deliver this Agreement, which shall constitute the legal, valid and binding obligation of the City, enforceable in accordance with its terms.

(b) No Defaults or Violations of Law The execution and delivery of this Agreement will not conflict with or result in a breach of any of the terms of, or constitute a default under any indenture, mortgage, deed of trust, lease or other agreement or instrument to which the City is a party of by which it is bound or the City's charter, or any of the rules or regulations applicable to the City.

13. Representations of the Developer The Developer represents and warrants that:

(a) Organization and Authority The Developer (i) is duly organized under the laws of the State of Illinois and is in good standing under the laws of the State of Illinois, and (ii) has full corporate power to execute and deliver and perform the terms and obligations of this Agreement. The Developer has been authorized by all necessary corporate action to execute and deliver this Agreement, which shall constitute the legal, valid and binding obligation of the Developer, enforceable in accordance with its terms and that the Agreement shall constitute the legal, valid and binding obligation of the Developer enforceable by City in accordance with its terms.

(b) No Defaults or Violations of Law The execution and delivery of this Agreement, and the General Contract by the Developer will not conflict with or result in a breach of any of the terms of, or constitute a default under, any indenture, mortgage, deed of trust, lease or other agreement or instrument to which the Developer is a party or by which they are bound or their respective articles incorporation, bylaws, or any of the rules or regulations applicable to the Developer of any court or other governmental body.

(c) Pending Litigation Except with regard to those matters which counsel to the City and counsel to the Developer have discussed, no litigation, proceedings or investigations are pending or, to the knowledge of the Developer, threatened against the Developer, except claims which if adversely determined will not, in the opinion of

counsel to the Developer, materially and adversely affect the financial condition or operations of the Developer. In addition (except with regard to those matters which counsel to the City and counsel to the Developer have discussed), no litigation, proceedings or investigations are pending or, to the knowledge of the Developer, threatened against the Developer seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement by the Developer or which would in any manner challenge or adversely affect the corporate existence or powers of the Developer to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the Developer of the terms and provisions of this Agreement.

(d) Full Disclosure There is no fact which the Developer has not disclosed to the City in writing which materially affects adversely or, so far as the Developer can now foresee, will materially affect adversely the financial condition of the Developer or its ability to own and operate its properties or to carry out its obligations under this Agreement or the General Contract.

14. Inspection The Developer shall allow authorized representatives of the City access to the work site from time to time upon reasonable advance notice prior to the completion of the Work for reasonable inspection thereof.
15. Choice of Law This Agreement shall be taken and deemed to have been fully executed by parties in, and governed by the laws of, the State of Illinois for all purposes and intents.
16. Entire Agreement; Amendment The parties agree that this Agreement constitutes the entire agreement between the parties and that no other agreements or representations other than those contained in this Agreement have been made by the parties. This Agreement shall be amended only in writing and effective when signed by the authorized agents of the parties.
17. Entire Agreement; Voiding The City shall retain the right to void this Agreement at any of the following moments: (i) the Developer receives a cumulative total of \$5,000.00, or a total of the Eligible Redevelopment Project Costs, whichever is less, in payments from the Sub account; (ii) the date the Vienna Tax Increment Financing Area #1 expires; (iii) the City determines that the obligations for work outlined in section 2.1 have not been met within the indicated time frame and no extensions have been granted.
18. Prevailing Wage The Developer agrees that any work performed by or for the Developer under this Agreement shall comply with all applicable provisions of the prevailing wage laws and with all other applicable laws, ordinances, and regulations governing fair labor practices.
19. Severability In the event any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid

provision.

20. Assignment The rights and obligations of the Developer under this Agreement shall be fully assignable by means of written notice to the City. The City shall not unreasonably withhold its consent provided that the nature of the Redevelopment Project is not substantially changed. No such assignment shall be deemed to release the Developer of its obligations to the City under this Agreement unless the specific consent of the City to release the Developer's obligations is first obtained in writing.

IN WITNESS WHEREOF, the City and Developer have caused this Agreement to be executed in their respective names and caused their respective seals to be affixed thereto, and attested as to the date first above written.

"CITY"

CITY OF VIENNA, ILLINOIS

(SEAL)

\_\_\_\_\_  
Mayor  
The Honorable Jon Simmons

Attest:

\_\_\_\_\_  
City Clerk

"DEVELOPER"

Marshall Enterprise Rental Group, LLC

\_\_\_\_\_  
By: \_\_\_\_\_

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

**APPENDIX A**

**LEGAL DESCRIPTION**

**Address:** 97 Red Bud Lane, Vienna, IL

**\*Parcel ID(s):** 08-04-201-018

**EXHIBIT 1**

**REQUEST FOR PAYMENT OF REDEVELOPMENT PROJECT COSTS**

TO: The Honorable Jon Simmons  
City of Vienna  
205 North 4<sup>th</sup> Street  
Vienna, Illinois, 62995

You are hereby requested and directed as per the Redevelopment Agreement dated as of \_\_\_\_\_, 20\_\_\_\_, between you and (the "Developer"), to pay moneys in the Special Allocation Fund for the payment of the following Redevelopment Project Costs:

Payee                      Amount

Description of Redevelopment Costs

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Redevelopment Agreement. The undersigned is the Developer under the Redevelopment Agreement dated as of \_\_\_\_\_, 20\_\_\_\_, between the City and the Developer.

The undersigned, on behalf of the Developer, hereby states and certifies to the City that:

1. Each item listed above is a Redevelopment Project Cost and was incurred in connection with the construction of the Redevelopment Project, with proof of payment (receipts/invoices/check copies) attached to this request.
2. All real estate and sales taxes attributable to the Property have been paid in full proof of which is attached to this Request for Payment.
3. These Redevelopment Project Costs have been incurred by the Developer and have been paid by the Developer and are payable or reimbursable under the Redevelopment Agreement.
4. Each item listed above has not previously been paid or reimbursed from moneys in the Special Allocation Fund and no part thereof has been included in any other certificate



previously filed with the City.

5. There has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this requires, except to the extent that any such lien is being contested in good faith.
6. All necessary permits and approvals required for the portion of the Work on the Redevelopment Project for which this certificate relates have been issued and are in full force and effect.
7. All work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Construction Plans.
8. All Administration Fees have been paid in full.

Dated this \_\_\_ day of \_\_\_\_\_, 20\_\_\_

Marshall Enterprise Rental Group, LLC

By: \_\_\_\_\_

Title(s) \_\_\_\_\_

Approved for Payment:

CITY OF VIENNA, ILLINOIS

By: \_\_\_\_\_

Title: \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION TO MARSHALL ENTERPRISE RENTAL GROUP, LLC FOR  
REDEVELOPMENT OF CERTAIN PROPERTY LOCATED IN THE CITY OF VIENNA,  
ILLINOIS**

WHEREAS, the City of Vienna, Illinois, (the "City") desires to redevelop and improve existing commercial property within the established Tax Increment Financing Redevelopment Project Area ("TIF District") pursuant to the TIF District Act, 65 ILCS 5/11-74.1 et. seq. et. seq. Revised Illinois Statutes ("TIF Act"); and,

WHEREAS, the City will use its best efforts and act in accordance with the TIF Act to utilize Tax Increment Financing where available to accomplish the goals set forth by the Redevelopment Plan and Project ("TIF Plan") for the City of Vienna's TIF District; and,

WHEREAS, Marshall Enterprise Rental Group, LLC ("the Developer") has submitted a proposal requesting consideration by the City Council of the City of Vienna for the use of TIF Funds to support the improvement and repair of an existing commercial building; and,

WHEREAS, the City wishes to encourage the Developer to pursue a plan for redevelopment and improvements of property within the TIF District and make such expenditures as are reasonably necessary in that regard; and,

WHEREAS, the City has the ability and legal authority granted by the TIF Act to utilize TIF Funds to support economic development efforts in accordance with the goals of the established TIF Plan; and,

WHEREAS, the Corporate Authorities of the City of Vienna finds that it is in the best interest of the City of Vienna to enter into a Redevelopment Agreement with the Developer for reimbursement of certain approved costs and expenses relating to the construction of improvements and redevelopment of certain property, a copy of which is attached hereto as Exhibit "A" and made a part hereof.

**NOW, THEREFORE, BE IT RESOLVED BY THE CORPORATE AUTHORITIES OF  
THE CITY OF VIENNA, ILLINOIS, AS FOLLOWS:**

**SECTION 1.** The duly appointed Corporate Authority is hereby authorized to enter into a Redevelopment Agreement using Tax Increment Financing with Developer, attached hereto as Exhibit "A" and made a part hereof.

**SECTION 2.** The duly appointed Corporate Authority is hereby authorized to execute all documents and to take all other action deemed by it to be necessary and proper to effectuate the said agreement.

**SECTION 3.** The facts and statements contained in the preamble to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

**SECTION 4.** This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2017

Passed by the City Council of the City of Vienna, Illinois on the \_\_\_\_ day of \_\_\_\_\_, 2017 on the following roll call vote:

Aldersperson	Aye	Nay	Abstain	Absent
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Vote Recorded by:

\_\_\_\_\_  
Aleatha Wright, City Clerk

Approved by the Mayor of the City of Vienna this \_\_\_\_\_ day of \_\_\_\_\_,  
2017.

\_\_\_\_\_  
Jon A. Simmons  
Mayor

ATTEST:

\_\_\_\_\_  
Aleatha Wright  
City Clerk

Recorded in the Records of the City Clerk this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Published by the authority of the Mayor and City Council of the City of

Vienna, Johnson County, Illinois in pamphlet form this \_\_\_\_\_ day of \_\_\_\_\_,

2017.

STATE OF ILLINOIS        }  
SS                               }  
COUNTY OF JOHNSON    }

I, Aleatha Wright, do hereby certify that I am the City Clerk of the City of Vienna, Illinois; that the foregoing is a true and correct copy of an Resolution entitled "Resolution to Marshall Enterprise Rental Group, LLC for redevelopment of certain property located in the City of Vienna, Illinois", duly passed by the Mayor and City Council of the City of Vienna as Resolution #\_\_\_\_\_, at a Regular Council meeting held on the \_\_\_\_ day of \_\_\_\_\_, 2017, the Resolution being part of the official records of said City.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Aleatha Wright  
City Clerk

**CITY OF VIENNA, ILLINOIS  
ORDINANCE NO. 17-06**

**2017 PREVAILING WAGE RATE  
FOR THE CITY OF VIENNA**

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ADOPTED BY THE  
CITY COUNCIL  
OF THE  
CITY OF VIENNA, ILLINOIS

THIS 21 DAY OF June, 2017

---

Published in pamphlet form

By authority of the City Council

Of the City of Vienna,

Johnson County, Illinois,

This 21 day of June, 2017

**CITY OF VIENNA  
ORDINANCE NO. 17-06**

**2017 PREVAILING WAGE RATE FOR THE CITY OF VIENNA**

**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 any one under contract for public works,” approved June 26, 1941, codified as amended, 820 ILCS 130/1 et seq. (1933), formerly Ill. Rev. Stat. Ch. 48, par. 39s-1 et seq. and

**WHEREAS**, the aforesaid Act requires that the City Council of the City of Vienna, investigate and ascertain the prevailing rate of wages as defined in said Act for laborers, mechanics and other workers in the locality of Johnson County employed in performing construction of public works, for said City of Vienna.

**NOW THEREFORE, BE IT ORDAINED BY CITY OF VIENNA: CITY COUNCIL OF VIENNA.**

**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 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 construction of public works coming under the jurisdiction of the City of Vienna is hereby ascertained to be the same as the prevailing rate of wages for construction work in Johnson County area as determined by the Department of Labor of the State of Illinois as of July, 2017, as 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 of Vienna. The definition of any terms appearing in this Ordinance which are also used in 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 the City of Vienna to the extent required by the aforesaid Act.

**SECTION 3:** The City of Vienna shall publicly post or keep available for inspection by any interested party in the main office of the City of Vienna this determination or any revisions of such prevailing rate of wage. A copy of this 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 of Vienna Clerk shall mail copy of this determination to any employer, and to any association of employers and to any person or association of employees who have filed 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.

STATE OF ILLINOIS     )  
  ) SS.  
COUNTY OF JOHNSON    )

**CERTIFICATE**

I, Aleatha Wright, certify that I am the duly elected and acting Municipal Clerk of the City of Vienna, Johnson County, Illinois.

I, further certify that on June 21, 2017 the Corporate Authorities of such Municipality passed and approved Ordinance No.17-06 entitled:

**2016 PREVAILING WAGE RATE FOR THE CITY OF VIENNA**

which provided by its terms that is should be published as provided by law.

The pamphlet form of Ordinance No. 17-06, including the Ordinance and a cover sheet thereof was prepared, and a copy of such Ordinance was posted in the City Hall Building, commencing on June 21, 2017, and continuing for at least ten days thereafter.

Copies of such Ordinance were also available for public inspection upon request in the Office the Municipal Clerk.

Dated at Vienna, Illinois, this 21 day of June, 2017.

\_\_\_\_\_  
Aleatha Wright, City Clerk

(SEAL)



**SECTION 5:** The City of Vienna 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 of Vienna Clerk shall cause to be published in a newspaper of general circulation within the area a copy of this Ordinance, and such publication shall constitute notice that the determination is effective and that this is the determination of this public body.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VIENNA,  
JOHNSON COUNTY, ILLINOIS THIS 21<sup>ST</sup> DAY OF JUNE, 2017.**

The following vote:

AYES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

NAYS: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Aleatha Wright, City Clerk

\_\_\_\_\_  
Jon Simmons, Mayor

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.

JOHNSON 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	All	All		27.03	27.48	1.5	1.5	1.5	2.0	6.35	11.57	0.00	0.90
ASBESTOS ABT-GEN	All	BLD		27.55	28.00	1.5	1.5	1.5	2.0	6.72	13.42	0.00	0.90
ASBESTOS ABT-MEC	All	BLD		22.40	23.40	1.5	1.5	1.5	2.0	6.80	6.55	0.00	0.50
BOILERMAKER	All	BLD		34.34	36.84	1.5	1.5	1.5	2.0	7.07	22.13	1.50	0.71
BRICK MASON	All	BLD		30.40	31.90	1.5	1.5	1.5	2.0	8.60	8.72	0.00	0.77
CARPENTER	All	BLD		34.24	35.74	1.5	1.5	1.5	2.0	6.80	8.75	0.00	0.45
CARPENTER	All	HWY		34.19	35.69	1.5	1.5	1.5	2.0	6.80	8.75	0.00	0.45
CEMENT MASON	All	BLD		29.77	31.27	1.5	1.5	1.5	2.0	8.00	7.01	0.00	0.50
CEMENT MASON	All	HWY		28.86	29.86	1.5	1.5	1.5	2.0	8.00	6.79	0.00	0.40
CERAMIC TILE FNISHER	All	BLD		28.17	0.00	1.5	1.5	1.5	2.0	8.50	7.57	0.00	0.75
ELECTRIC PWR EQMT	All												
OP	All	All	1	39.15	53.92	1.5	1.5	1.5	2.0	6.36	10.96	0.00	0.39
ELECTRIC PWR EQMT	All												
OP	All	All	2	34.96	53.92	1.5	1.5	1.5	2.0	6.36	9.79	0.00	0.35
ELECTRIC PWR	All												
GRNDMAN	All	All		28.81	53.92	1.5	1.5	1.5	2.0	6.36	8.06	0.00	0.29
ELECTRIC PWR	All												
LINEMAN	All	All		49.05	52.35	1.5	1.5	1.5	2.0	6.36	13.73	0.00	0.49
ELECTRICIAN	All	All		41.92	44.17	1.5	1.5	1.5	2.0	7.69	11.53	0.00	0.84
ELECTRONIC SYS TECH	All	BLD		33.57	35.57	1.5	1.5	1.5	2.0	7.52	4.37	0.00	0.40



PAINTER OVER 30FT	All	BLD		31.26	32.76	1.5	1.5	2.0	6.25	8.38	0.00	0.55
PAINTER PWR EQMT	All	BLD		30.26	31.76	1.5	1.5	2.0	6.25	8.38	0.00	0.55
PAINTER PWR EQMT	All	HWY		34.56	36.06	1.5	1.5	2.0	6.25	8.38	0.00	0.55
PILEDRIVER	All	BLD		33.60	35.10	1.5	1.5	2.0	6.80	8.25	0.00	0.40
PILEDRIVER	All	HWY		34.19	35.69	1.5	1.5	2.0	6.80	8.75	0.00	0.45
PIPEFITTER	All	BLD		43.60	47.96	1.5	2.0	2.0	10.00	6.10	0.00	1.60
PLASTERER	All	BLD		29.77	31.27	1.5	1.5	2.0	8.00	7.01	0.00	0.50
PLUMBER	All	BLD		43.60	47.96	1.5	2.0	2.0	10.00	6.10	0.00	1.60
ROOFER	All	BLD		26.55	27.55	1.5	1.5	2.0	9.00	3.80	0.00	0.00
SHEETMETAL WORKER	All	All		33.05	34.55	1.5	1.5	2.0	8.83	8.04	1.99	0.42
SPRINKLER FITTER	All	BLD		37.12	39.87	1.5	1.5	2.0	8.42	8.50	0.00	0.35
STONE MASON	All	BLD		30.40	31.90	1.5	1.5	2.0	8.60	8.72	0.00	0.77
TERRAZZO FINISHER	All	BLD		30.40	31.90	1.5	1.5	2.0	8.60	8.72	0.00	0.77
TERRAZZO MASON	All	BLD		29.25	30.75	1.5	1.5	2.0	8.45	7.10	0.00	0.48
TRUCK DRIVER	All	All	1	35.15	38.67	1.5	1.5	2.0	11.92	5.86	0.00	0.25
TRUCK DRIVER	All	All	2	35.64	38.67	1.5	1.5	2.0	11.92	5.86	0.00	0.25
TRUCK DRIVER	All	All	3	35.91	38.67	1.5	1.5	2.0	11.92	5.86	0.00	0.25
TRUCK DRIVER	All	All	4	36.21	38.67	1.5	1.5	2.0	11.92	5.86	0.00	0.25
TRUCK DRIVER	All	All	5	37.17	38.67	1.5	1.5	2.0	11.92	5.86	0.00	0.25
TRUCK DRIVER	All	O&C	1	28.12	31.24	1.5	1.5	2.0	11.92	5.86	0.00	0.25
TRUCK DRIVER	All	O&C	2	28.51	31.24	1.5	1.5	2.0	11.92	5.86	0.00	0.25
TRUCK DRIVER	All	O&C	3	28.73	31.24	1.5	1.5	2.0	11.92	5.86	0.00	0.25
TUCKPOINTER	All	BLD		30.00	31.50	1.5	1.5	2.0	8.50	8.24	0.00	0.75

Explanations

JOHNSON COUNTY

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.

#### LABORER - OIL AND CHIP RESEALING ONLY

Hook and unhook chip box from aggregate truck; distribute material within chip box; perform flagging work related to oil and chip resealing; hand spray oil fluids; handle traffic control, including setting-up and maintaining barricades, drums, cones, delineators, signs and other such items, as well as laying-out and applying or removing temporary roadway markings used to control traffic in job site related to oil and chip resealing; and perform clean-up related to oil and chip resealing.

#### 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 a limitation of the product handled. Ceramic takes into consideration most hard tiles.

#### ELECTRIC POWER LINEMAN

Construction, maintenance and dismantling of overhead and underground electric power lines, including high voltage pipe type cable work, and associated structures and equipment.

#### ELECTRIC POWER EQUIPMENT OPERATOR - CLASS 1

Operation of all crawler type equipment D-4 and larger from the ground to assist the Electric Power Linemen in performing their duties.

#### ELECTRIC POWER EQUIPMENT OPERATORS - CLASS 2

Operation of all other equipment from the ground to assist the Electric Power Linemen in performing their duties.

## ELECTRIC POWER GROUNDMAN

Applies to workers who assist the Electric Power Lineman from the ground.

## 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 - O & C (Oil and Chip Resealing ONLY)**

It involves driving of contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. 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; and maintaining trucks at job site related to oil and chip resealing.

Class 1. Distributors, liquid asphalt hauling and hauling of asphalt rubber-tired rollers.

Class 2. Stockpiling.

Class 3. Tandem hauling to job site.

### OPERATING ENGINEERS - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. APSCO or Equal Spreading Machine, Backhoe, Backfiller, Boom or Winch Cat, Bituminous Mixplane Machine, Blacksmith, Bituminous Surfacing Machine, Bull-Dozer, Crane, Shovel, Dragline, Truck Crane, Pile Driver, Concrete Breaker, Concrete or Pumpcrete Pumps, Dinky or Standard Locomotives, Well or Caisson Drills, Elevating Grader, Fork Lifts, Flexplane, Gradaell, Hi-Lift Hoists, Guy-Derricks, Hysters, Mechanic Motor Patrol, Mixers-21 cu. ft. or over, Push Cats, Pulls and Scrapers, Two Well Point Pumps, Pulverizer or Tiller, PugMill, Rubber-Tired Farm Type Tractor with Bulldozer/Blade/Auger or hi-lift over 1/2 yd., Jersey Spreader, Tract-Air used with Drill or Hi-Lift, Trenching or Ditching Machines, Wood Chipper w/Tractor, Self-Propelled Roller w/Blade, Equipment Greaser, Self-Propelled Bump Grinder on Concrete pavement, Boat Operator, Skid-Loaders, Tuggers, Lazer Screed, and Self-Propelled Chip Spreader (when others run conveyors).

Class 2. Any type tractor pulling any type roller or disc, Two Air Compressors (220 cu. ft. capacity or over), Two Air Tract Drills,

Air-Track Drill w/Compressor, Automatic Bins or Scales w/Compressor or Generator, Pipeline Boring Machine, Bulk Cement Plant w/Separate Compressor, Power Operated Bull Float, Hydra-Lift w/Single Motor, Straw Mulcher Blower w/Spout, Self-Propelled Roller/Compactor, Back-End man on Bituminous Surfacing Machine, oiler on milling machine.

Class 3. Air Compressor w/Valve driving piling, Boom or Winch Type Truck, Two Conveyors, Self-Propelled Concrete Saw, Form Grader, Truck Crane Oiler, Self-Propelled Vibrator, Rubber Tired Farm Type Tractor w/Blade/Bulldozer/Auger/h-lift - 1/2 yd. or less, Elevator Operator, Man Lift (scissor lift) when lifting materials.

Class 4. Air-Track Drill (one), Belt Drag Machine, Power Broom, Mechanical Plasterer Applicator, Trac-Air, Air Compressor (220 cu. ft. or over) One, Air Compressor (under 220 cu. ft) four, Automatic Bin, Bulk Cement Plant w/Built-in Compressor running off same motor or electric motor, Fireman or Switchman, Self-Propelled Form Tamper, Light Plants (4), Welding Machines (4), Pumps (4), or Combination of four (4) Pumps, Light Plants, Welding Machines, Air-Compressors (under 220 cu. ft.), Mudjacks or Wood Chipper, Mixers - less than 21 cu. ft. Mortar Mixer w/Skip or Pump, Pipeline Tract Jack. One

Operating Engineer may operate and maintain any combination of the following pieces of equipment, not to exceed four (4) which shall be within a reasonable distance, such combination may include any equipment in this classification: (Compressors, Light Plants, Generators, Welding Machines, Pumps or Conveyors), One Well-Point Pump, Two Motor Driven Heaters, One Air Compressor (under 220 cu. ft.), One Engine-Driven Conveyor, One Motor Driven Heater, One Light Plant, One Pump, One Welding Machine, One Ulmac or Equal Spreader, Oilers, and one Generator 10 kw or greater.

OPERATING ENGINEER - O & C (Oil and Chip Resealing ONLY). Includes the operation of all motorized heavy equipment used in oil and chip resealing, including but not limited to operating self-propelled chip spreaders, and all types of rollers (both hard and rubber tired); and other duties pertaining to the operation or maintenance of heavy equipment related to oil and chip resealing.

Class 1. See Class 1 above for types of equipment operated.

Class 2. See Class 2 above for types of equipment operated.

Class 3. See Class 3 above for types of equipment operated.

Class 4. See Class 4 above for types of equipment operated.

OPERATING ENGINEER RIVER WORK 1 - operate the following machines when working on River Work and Levee Work on the Mississippi and Ohio Rivers, Lakes and Tributaries: Crane, Shovel, Drageline, Scrapers, Dredge, Derrick, Pile-Driver, Push Boat, all power boat operators, Mechanic, Engineman on Dredge, Leverman on Dredge, All Bituminous Spreader machines, Backhoe, Backfiller, Boom, or Winch Cat, Bituminous Mixplane Machine, Blacksmith, Bituminous Surfacing Machine, Bulldozer, Truck Cranes, Hydraulic Truck Mounted Boom/Crane, Concrete Finishing Machine, or Spreader Machine, Concrete Breaker, Concrete or Pumpcrete Machines, Concrete Plant Operator, All Off Road Material Hauling Equipment, Dinky or Standard Locomotives, Well Drill, Elevating Grader, Fork-Lifts, Flexplane, Gradeall, Hi-Lift, Power Handblade Tugger type Hoist, Hoist Two Drum (or over one), Guyderrick, Hyster, Motor Patrol, Mixers - 21 Cu. Ft. or over, Push Cat, Pulls, & Scrapers, Pumps-Two Well Points, Equipment Greaser, P & H Pulverizer or Pulverizer equal to Pugmill, Pugmill, Rubber-Tired farm type tractor w/Bulldozer/Blade/Auger or Hi-Lift over ½ yard, Skimmer

Scoops, Seaman Tiller, Jersey Spreader, Tract-Air used with Drill or Hi-Lift, Trenching or Ditching Machine, Wood Chipper w/Tractor, self-propelled roller w/Blade, Concrete Pumps and Small Equipment Operators.

OPERATING ENGINEER RIVER 2 - when working on River Work and Levee Work on the Mississippi and Ohio Rivers, Lakes and Tributaries shall be employed as the Oiler or Fireman on Crane, Dragline, Shovel, Dredge, Truck Crane, Pile Driver, Grapple, Dinky or Standard Locomotive, Guy Derrick, Trenching Machine or Ditching Machine 80 H.P. and over, All Terrain (cherry-picker) with over 40 ton Lifting Capacity, Deck Oiler and Deckhands.

**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.