

CITY OF WASHINGTON

PLANNING & DEVELOPMENT DEPARTMENT

301 Walnut St. · Washington, IL 61571

Ph. 309-444-1135 · Fax 309-444-9779

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

joliphant@ci.washington.il.us

MEMORANDUM

TO: Mayor Manier and City Council
FROM: Jon R. Oliphant, AICP, Planning & Development Director
SUBJECT: First Reading Ordinance – Park District Property Conveyances
DATE: May 10, 2017

Staff recently reviewed the current City-owned parcels as part of the County's request to verify which parcels are tax exempt. A few stood out as parcels that the City may not have interest in long-term.

Sweitzer Park (located near the intersection of N. Main and Hilldale) has three parcels that are separated by 50' of ROW that runs in an east-west direction. To the best of staff's knowledge through our GIS mapping, there are no City-owned utilities in this ROW, though an 8" sanitary line runs just west of it and crosses through the property to the west (309 N. Main). The City owns a parcel to the south of the ROW and the Park District owns the parcel to the north and a 100' wide parcel west of the City's parcel (that houses the shelter). The City approved an agreement in 1987 (see attached) that conveyed the northern parcel to the Park District and conveyed the Burkey property (currently owned by David Blundy at 401 Peoria St.) to James Glazebrook upon a donation to the Park District of \$5,000. The agreement also calls for the Park District to maintain Sweitzer Park. It appears to make sense for the remainder of the park to be conveyed to the Park District with the ROW to be vacated at a later time.

Additionally, the City currently owns the parking lot and park across from the Park District's headquarters on S. Spruce. The parking lot is in need of repairs, which are planned for this spring. This would appear to be another property that should be conveyed to the Park District.

An ordinance approving an Intergovernmental Agreement with the Park District to convey these parcels is attached. This was previously brought before both the Public Works Committee and the Committee of the Whole and staff was directed to proceed with the preparation of the conveyance document. The Park District has scheduled this for approval at its May 15 meeting. A first reading ordinance is scheduled for the May 15 City Council meeting followed by a second reading on June 5. Please note that state statute requires a two-thirds majority vote to approve the conveyance of property from one public entity to another.

Attachments

ORDINANCE NO. _____

(Synopsis: Adoption of this ordinance will approve an Intergovernmental Agreement between the City of Washington and the Washington Park District for the conveyance of certain real estate owned by the City to the Park District.)

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WASHINGTON,
TAZWEWELL COUNTY, ILLINOIS APPROVING AN INTERGOVERNMENTAL
AGREEMENT BETWEEN THE WASHINGTON PARK DISTRICT AND
THE CITY OF WASHINGTON PROVIDING FOR THE
CONVEYANCE OF CERTAIN REAL ESTATE OWNED BY THE CITY.**

WHEREAS, Article 7, Section 10 of the Constitution of the State of Illinois of 1970 and the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) authorizes units of local government to contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance; and

WHEREAS, the Local Governmental Property Transfer Act (50 ILCS 605/0.01 *et seq.*) provides that municipalities or political subdivisions organized and existing under the laws of the State of Illinois may transfer real property to each other upon such terms as their corporate authorities may agree; and

WHEREAS, the Washington Park District ("Park District") and the City of Washington ("City") are public agencies as that term is defined in the Intergovernmental Cooperation Act and are municipalities or political subdivisions within the meaning of the Local Governmental Property Transfer Act; and

WHEREAS, the City owns a certain parcel of land legally described as follows:

Public Square, Block 6, Holland-Dorsey-Wathen and Robinson's Addition
to the City of Washington.

also described as

Washington Square, Block 6, Holland-Dorsey-Wathen and Robinson's
Addition to the City of Washington.

also described as

Sec 24 T26N R3W; Holland Dorsey Wathen & Robinson Addition to the City of Washington; School Lot

(the "South Spruce Street Property") located on South Spruce Street in the City of Washington; which such property is improved with a parking lot and park area across South Spruce Street from the District Offices of the Park District; and

WHEREAS, the City owns a certain parcel of land legally described as follows:

Lots 40, 41, 42 and 43 of Brookhill addition and a part of Lot 45 also of Brookhill Addition, more particularly described as follows:

Commencing at the southeast corner of said Lot 45 in Brookhill Addition, thence north along the east line of Lot 45 a distance of 20 feet to the northeast corner of Lot 45; thence west along the north line of Lot 45 a distance of 120 feet to the southwest corner of Lot 43 in Brookhill Addition; thence south along the extended west line of the said Lot 43 a distance of 47 feet; thence southeasterly to a point on the southerly line of said Lot 45 that is 95 ³/₁₀ feet westerly from the southeast corner of Lot 45; thence northeasterly along the southerly line of Lot 45 a distance of 95 ³/₁₀ feet to the southeast corner of Lot 45 and the place of beginning, all situated in the Original Town, now City of Washington, situated in the County of Tazewell, in the State of Illinois.

located off of Main Street in the City of Washington; which such property is commonly known as a part of Sweitzer Park and is utilized by the Park District as a public park (the "Sweitzer Property"); and

WHEREAS, the South Spruce Property and Sweitzer Property are hereinafter referred to as the "Subject Property"); and

WHEREAS, pursuant to the Intergovernmental Cooperation Act and the Local Governmental Property Transfer Act, the Park District and the City have determined to enter into an agreement for the City to convey the Subject Property to the Park District under the terms and conditions set forth in the Intergovernmental Agreement attached hereto and made a part hereof as Exhibit A ("Agreement"); and

WHEREAS, the Park District has determined that it is necessary and convenient for it to use, occupy, or improve the Subject Property for public purposes as determined by the Park District subject to the terms and conditions set forth in the Agreement; and

WHEREAS, the City and the Park District have determined that it is in the best interests of their residents for the City to convey the Subject Property to the Park District pursuant to the terms and conditions set forth in the Agreement.

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

Section 1. The foregoing recitals are incorporated herein as findings of the City Council.

Section 2. The City Council hereby approves the sale of the Subject Property as set forth in the Agreement. The Mayor, City Clerk and the City Administrator of the City of Washington are hereby authorized and empowered to make, execute and deliver any and all documents necessary to effectuate the sale of the Subject Property pursuant to the Agreement and to consummate all other transactions contemplated by the Agreement.

Section 3. 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

Exhibit A

AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE WASHINGTON PARK DISTRICT AND THE CITY OF WASHINGTON PROVIDING FOR THE CONVEYANCE OF CERTAIN CITY PROPERTY

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into by and between the WASHINGTON PARK DISTRICT, a park district organized under the Park District Code of the State of Illinois (hereinafter referred to as the "Park District"), and the CITY OF WASHINGTON, an Illinois municipal corporation organized under the Illinois Municipal Code of the State of Illinois (hereinafter referred to as the "City"). As used herein, the Park District and the City are collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, the City is the owner of a parcel of land on South Spruce Street, Washington, Illinois, which is legally described in Exhibit 1 attached hereto, and referred to herein as the "South Spruce Property"; and

WHEREAS, the South Spruce Property is improved with a parking lot and park and is located across Spruce Street from the Park District's offices at 105 S. Spruce Street, Washington, Illinois; and

WHEREAS, the City is the owner of a parcel located off on Main Street, Washington, Illinois, which is legally described in Exhibit 2 attached hereto, and referred to herein as the "Sweitzer Property"; and

WHEREAS, the Sweitzer Property is improved with and utilized by the Park District as a public park; and

WHEREAS, the South Spruce Property and Swietzer Property are hereinafter collectively referred to as the "Subject Property"; and

WHEREAS, the Park District has expressed an interest in acquiring the Subject Property from the City so as to help ensure continued public parking and recreational use by the Park District; and

WHEREAS, the Parties have determined that it is reasonable, desirable, and in their respective interests for the City to convey title to the Subject Property to the Park District in exchange for the consideration stated herein from the Park District; and

WHEREAS, the Park District and City are municipalities as defined in Section 1(c) of the Local Government Property Transfer Act, 50 ILCS 605/1 *et. seq.* (hereinafter the "Transfer Act"); and

WHEREAS, Section 2 of the Transfer Act authorizes the conveyance of real property from one municipality to another municipality upon a two-thirds vote of the corporate authorities of the transferor municipality; and

WHEREAS, as a condition precedent to a conveyance under Section 2 of the Transfer Act, the transferee municipality must first declare by ordinance "that it is necessary or convenient for it to use, occupy or improve," the real estate held by the transferor municipality; and

WHEREAS, the Park District has made the declaration required by Section 2 of the Transfer Act;
and

WHEREAS, the Park District and the City are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et. seq.*; and

WHEREAS, the Parties are authorized to enter into this Intergovernmental Agreement pursuant to the powers conferred in Article VII, Section 10, of the Illinois Constitution of 1970, the Intergovernmental Cooperation Act, and the Transfer Act.

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions set forth herein, and in the spirit of intergovernmental cooperation, the parties agree as follows:

1. **Incorporation of Recitals.** The preambles set forth above are incorporated herein and made a part hereof.

2. **Conveyance.** Within 30 business days of the date of this Agreement, the City shall convey to the Park District by recordable quitclaim deed the Subject Property depicted and legally described in Exhibit 1 and Exhibit 2, subject to the terms of paragraph 3. The parties agree that the conveyance will be made pursuant to the provisions of the Transfer Act by a quitclaim deed substantially similar to the quitclaim deed attached hereto and incorporated herein as Exhibit 3. Each party shall pay its own attorney fees incurred in connection with the conveyance. The Park District shall be responsible for obtaining title insurance for the Subject Property, if it so elects, fifty percent (50%) of the closing costs incurred in connection with the conveyance and the recording fees for recording the deed. The City shall be responsible for fifty percent (50%) of the closing costs incurred in connection with the conveyance.

3. **Closing.** The closing shall take place at a time and location mutually agreeable to the Parties, provided that the closing shall occur within the 30-business day period referred to above unless otherwise agreed in writing by the Parties. The parties acknowledge that the Park District is in possession of the Subject Property on the date of this Agreement.

4. **Notices.** All notices required to be given under the terms of this Agreement shall be either (a) served personally during regular business hours; (b) served by facsimile transmission during regular business hours; or (c) served by certified or registered mail, return receipt requested, properly addressed with the postage prepaid and deposited in the United States mail. Notices served upon the Park District shall be directed to Brian Tibbs, 105 S. Spruce Street, Washington, IL 61561. Notices served upon the City shall be directed to Jim Culotta, 301 Walnut Street, Washington, Illinois 61571. Notices served personally or by facsimile transmission shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service. Either party may designate a new official or location for service of notices by serving notice thereof in accordance with the requirements of this paragraph.

5. **Recovery of Costs.** In the event either Party is required to institute any action or proceeding, whether at law or in equity, to enforce any provision of the Agreement, the prevailing part (as determined by the Court) shall be entitled to recover all costs and expenses incurred by the prevailing party in connection with the action or proceeding, including, but not limited to, reasonable expert witness and attorney fees.

6. **Entire Agreement.** The provisions set forth herein represent the entire Agreement between the Parties and supersede any previous oral or written agreements, understandings or discussions as it is the intention of the Parties to provide for a complete integration with the terms of this Agreement. No provisions may be modified in any respect unless the modification is in writing, duly approved and signed by both parties.

7. **Execution.** This Agreement shall be executed in duplicate, and each party shall retain a fully executed copy, each of which shall be deemed an original.

8. **Park District and City Representations and Covenants.**

a. The City, to the best of its knowledge, is not aware of any adverse environmental condition on or affecting the Subject Property. However, the Park District acknowledges that the Subject Property is being conveyed to it "as is" and that the City is not and shall not be liable to the Park District or any of its officers, agents, employees or representatives, nor responsible in any way, for any condition on the Subject Property, including but not limited to any adverse environmental condition that may exist on or affect the Subject Property.

b. The Park District hereby acknowledges that (a) except as expressly set forth herein, the City is not making any representation or warranty concerning the Subject Property; and (b) the City's only obligation with respect to the condition of the Subject Property is to maintain the condition of the Subject Property in substantially the same condition as existed when the Parties entered into this Agreement except that the Parties recognize that the City will repave the parking lot located on the South Spruce Property pursuant to the terms of an intergovernmental agreement between the Parties.

c. The Parties each affirm that they are duly organized and validly existing Illinois units of local government in good standing with the State of Illinois and that they each have the full power and authority to execute and deliver this Agreement and take such actions as may be necessary to effectuate the transactions contemplated herein and close pursuant to the terms hereof.

d. The individuals executing this Agreement and all other documents executed or to be executed pursuant thereto on behalf of the Park District and the City are and shall be duly authorized to sign same on the Park District and City's behalf and to bind the Park District and the City thereto.

e. The Parties hereto represent and warrant that they have the authority to enter into this Agreement and have adopted and approved the necessary ordinances, resolutions and this Agreement and that the officers who have executed this Agreement are authorized to do so.

10. **Transfer Tax Stamps.** This transaction shall be exempt from any state or county stamp tax or transfer tax on the transfer of the title.

11. **Assignment.** Neither Party shall assign, transfer or pledge this Agreement unless said assignment, transfer, or pledge is approved in advance in writing by the other Party.

12. **Venue and Waiver of Trial by Jury.** This Agreement shall in all respects be subject to and construed in accordance with and governed by the laws of the State of Illinois. Venue for any action

arising out of the terms or conditions of this Agreement shall be proper only in the Circuit Court for the Tenth Judicial Circuit, Tazewell County, Illinois. The Parties hereto waive trial by jury in any action, proceeding or counterclaim brought by either of the Parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Agreement, or for the enforcement of any remedy under any statute.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have entered into this Intergovernmental Agreement as of the ____ day of _____, 2017.

WASHINGTON PARK DISTRICT

CITY OF WASHINGTON

By: _____
President

By: _____
Mayor

Attest: _____
Secretary

Attest: _____
City Clerk

EXHIBIT 1

Public Square, Block 6, Holland-Dorsey-Wathen and Robinson's Addition to the City of Washington.

also described as

Washington Square, Block 6, Holland-Dorsey-Wathen and Robinson's Addition to the City of Washington.

also described as

Sec 24 T26N R3W; Holland Dorsey Wathen & Robinson Addition to the City of Washington;
School Lot

EXHIBIT 2

Lots 40, 41, 42 and 43 of Brookhill addition and a part of Lot 45 also of Brookhill Addition, more particularly described as follows:

Commencing at the southeast corner of said Lot 45 in Brookhill Addition, thence north along the east line of Lot 45 a distance of 20 feet to the northeast corner of Lot 45; thence west along the north line of Lot 45 a distance of 120 feet to the southwest corner of Lot 43 in Brookhill Addition; thence south along the extended west line of the said Lot 43 a distance of 47 feet; thence southeasterly to a point on the southerly line of said Lot 45 that is $95 \frac{3}{10}$ feet westerly from the southeast corner of Lot 45; thence northeasterly along the southerly line of Lot 45 a distance of $95 \frac{3}{10}$ feet to the southeast corner of Lot 45 and the place of beginning, all situated in the Original Town, now City of Washington, situated in the County of Tazewell, in the State of Illinois.

P.I.N. 02-02-13-308-009

EXHIBIT 3

[Form of Quitclaim Deed]

QUITCLAIM DEED

TAZEWELL COUNTY, ILLINOIS

THIS DOCUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:

Richard M. Joseph
Miller, Hall & Triggs, LLC
416 Main Street, Suite 1125
Peoria, IL 61602

THIS INDENTURE WITNESSETH, That the Grantor, CITY OF WASHINGTON, Tazewell County, Illinois, an Illinois municipal corporation, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration in hand paid, CONVEYS and QUITCLAIMS unto the WASHINGTON PARK DISTRICT, Tazewell County, Illinois, a park district organized and existing under and by virtue of the laws of the State of Illinois the following described real estate situated in the County of Tazewell and State of Illinois, to-wit:

Parcel 1:

Public Square, Block 6, Holland-Dorsey-Wathen and Robinson's Addition to the City of Washington.

also described as

Washington Square, Block 6, Holland-Dorsey-Wathen and Robinson's Addition to the City of Washington.

also described as

Sec 24 T26N R3W; Holland Dorsey Wathen & Robinson Addition to the City of Washington; School Lot

P.I.N. 02-02-24-112-006

PARCEL 2:

Lots 40, 41, 42 and 43 of Brookhill addition and a part of Lot 45 also of Brookhill Addition, more particularly described as follows:

Commencing at the southeast corner of said Lot 45 in Brookhill Addition, thence north along the east line of Lot 45 a distance of 20 feet to the northeast corner of Lot 45; thence west along the north line of Lot 45 a distance of 120 feet to the southwest corner of Lot 43 in Brookhill Addition; thence south along the extended west line of the said Lot 43 a distance of 47 feet; thence southeasterly to a point on the southerly line of said Lot 45 that is $95 \frac{3}{10}$ feet westerly from the southeast corner of Lot 45; thence northeasterly along the southerly line of Lot 45 a distance of $95 \frac{3}{10}$ feet to the southeast corner of Lot 45 and the place of beginning, all situated in the Original Town, now City of Washington, situated in the County of Tazewell, in the State of Illinois.

P.I.N. 02-02-13-308-009

Subject to the lien of the general real estate taxes and assessments levied and assessed against said premises subsequent to the year 2016.

Subject to covenants, conditions, restrictions and easements apparent or of record.

Subject to rights of way and roadway dedications apparent or of record.

Subject to all applicable zoning and use ordinances.

Said conveyance is more specifically subject to a reservation by the Grantor of the rights of the Grantee in that certain Easement to the City of Washington dated October 6, 1986 and recorded with the Office of the Tazewell County Recorder of Deeds on February 5, 1987 as Document Number 746058.

This conveyance is authorized by an Intergovernmental Agreement between the parties dated _____, 2017.

**THIS TRANSACTION EXEMPT UNDER PARAGRAPH
35 ILCS 200/31-45(b)**

(Signature)

(Date)

IN WITNESS WHEREOF, the said Grantor has caused this Deed to be executed by its Mayor and attested by its City Clerk under its corporate seal this ____ day of _____, 2017.

City of Washington, Tazewell County, Illinois

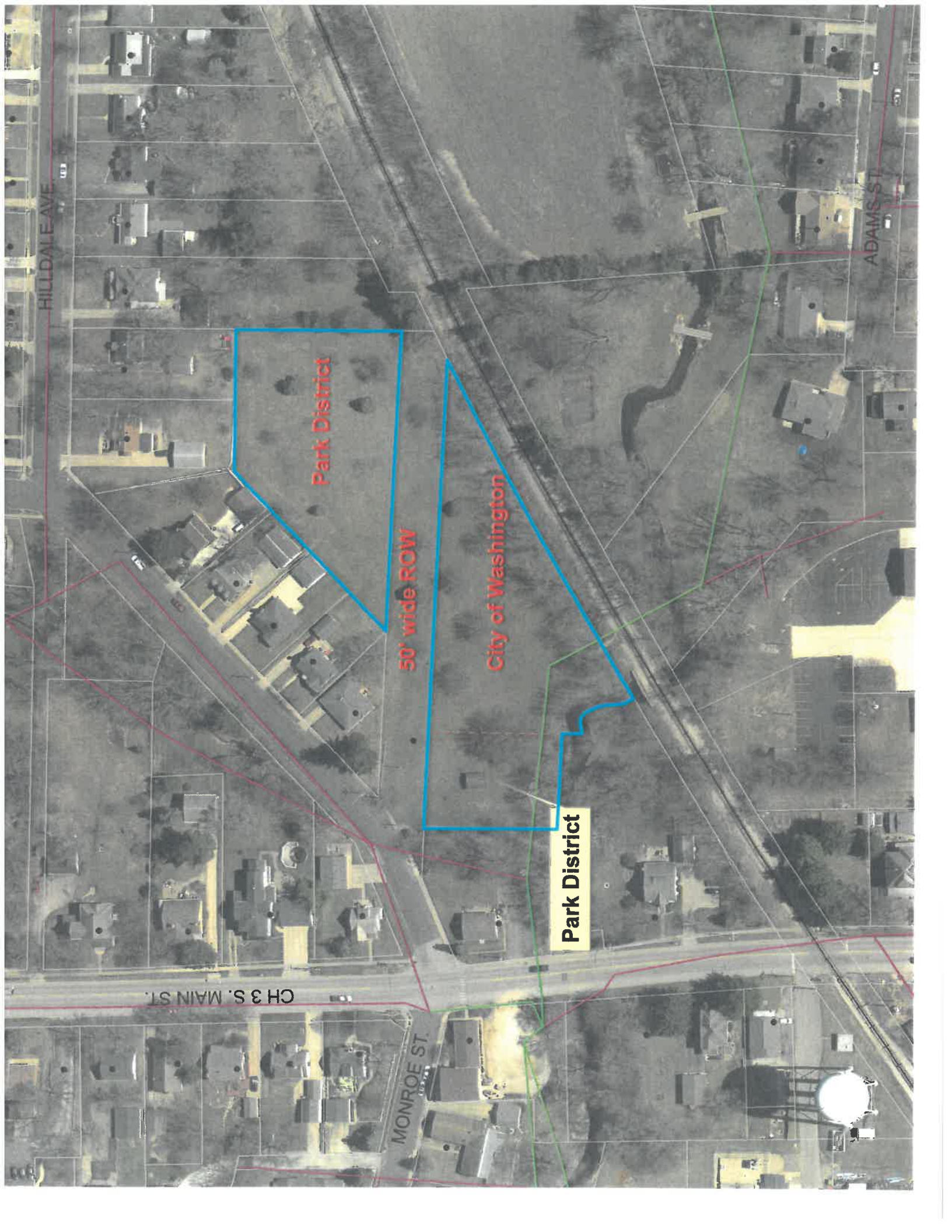
By: _____

Its: Mayor

ATTEST:

By: _____

Its: City Clerk





US 24 B.R. WALNUT ST.

SPRUCE ST.

MAPLE ST.

CHURCH ST.

Alley

Alley