#### CITY OF WASHINGTON PUBLIC WORKS COMMITTEE MONDAY, FEBRUARY 6, 2017 5:00 P.M.

#### CITY HALL CONFERENCE ROOM 301 WALNUT STREET

#### **AGENDA**

- 1. ALDERMAN WISHING TO BE HEARD ON NON-AGENDA ITEM
- 2. CITIZENS WISHING TO BE HEARD ON NON-AGENDA ITEM
- 3. APPROVAL OF MINUTES December 5, 2016 regular meeting
- 4. BUSINESS ITEMS
  - A. Centennial Drive TAP, Engineering Services
  - B. Strand Sewer Treatment Plant 2, Phase 2B Update
  - C. Gap Sidewalk Construction
  - D. Intergovernmental Agreement Land Conveyance, Washington Park District (N. Spruce & Sweitzer Park parcels)
  - E. Cemetery Tractor
  - F. N. Main/Zinser Alley Name Consideration
- 5. STAFF UPDATES
- 6. OTHER BUSINESS
- 7. ADJOURNMENT



### City of Washington Public Work Committee Monday, December 5, 2016 – **Minutes**

#### CITY HALL CONFERENCE ROOM 301 WALNUT STREET

Present: Aldermen Bob Brucks, Dave Dingledine, and Jim Gee

Also Present: Ed Andrews, Public Works Director; Mike Brownfield, Alderman; Jim Culotta, City Administrator; Jon Oliphant, Planning & Development Director; and Kevin Schone, Public Works Supervisor.

Alderman Jim Gee called the meeting to order at 5:00 p.m.

- Alderman Wishing to be Heard on Non-Agenda Item: Alderman Brownfield asked about having speed limit signs placed within Devonshire subdivision. Staff will look into this as part of the FY 17/18 budget. He also thanked staff for the recent placing of the signs near Nofsinger and Boyd Parkway.
- 2. Citizens Wishing to be Heard on Non-Agenda Item: None.
- 3. Approval of Minutes The minutes from the November 7, 2016, meeting was unanimously approved.

#### 4. Business Items:

- A. Early Certificate of Occupancy Text Amendment Staff drafted a text amendment that would further clarify the prohibition on certificates of occupancy being issued until all of the public infrastructure improvements are completed and approved by the City. This would withhold public services including street maintenance, snow plowing, and garbage pickup until the approval of the improvements. The language would be placed in both the subdivision and zoning codes. A public hearing is scheduled for a recommendation from the Planning and Zoning Commission at its meeting on January 4 prior to two ordinance readings by the City Council.
- B. Water Model Update An update of the water model was discussed with the committee. Items of discussion were in regard to main replacement in the older section of town with 4" mains and fire flow, as well as how to best approach areas of development which fall in between the current IBC requirements for 1000gpm minimum for non-sprinkler protection of residential development.
- C. Capital Improvement Discussion Staff have created a form to give a summary of all upcoming or possible capital improvement projects. This can be used to help prioritize different projects and understand the projected costs. Among the projects discussed were: N. Main Street overlay; mill and overlay for all of Lexington Drive; upgrading of all railroad crossings (five) with concrete planks desired instead of composite as long as it is not cost-prohibitive; completing the 2017 sealcoat program earlier in the year, hopefully around July or August; improving Hilldale Avenue and Lawndale Avenue; improving the Diebel Road detention basin (a work permit would

- be needed from the TP&W Railroad); purchasing of a new skid steer; and the purchasing of a new paint striper.
- D. Dallas & Cruger Roundabout Design Contract Review Staff discussed a proposal to initiate a possible contract with Terra Engineering to complete design engineering for a Dallas/Cruger roundabout. Staff would be looking to budget for this project for FY 17/18, though work on a possible 223 property development could expedite the need to have these projects completed sooner rather than later. The Project Development Report for Dallas Road Phase 2 has previously been completed. The committee recommended that a comparison of costs be done on a roundabout versus a traditional four-way stop intersection and to take that to the Committee of the Whole.

#### 5. Other Business:

- A. The Washington Plaza ditch has been cleaned out.
- B. Staff will be sending letters out soon to those owners of lots where there are minimal gaps with incomplete sidewalk. The letters will alert them of the eventual need to finish this construction once the weather is appropriate. A follow-up letter will be sent later this winter/early spring notifying them of the need to finish the work within 90 days.
- C. The engineer and developer for Oak Creek Section 7 have been made aware of the desire for the developer to attempt to reach out to the residents to give them an understanding of why additional lots would be added within Section 7 and to perhaps share the draft restrictive covenants to check on any consistency with prior versions. The final plat will be scheduled on the December 19 City Council agenda.
- D. Staff continues to work on preparing for shutoffs during the start of the AMR program. To date, there are five owners that are not compliant and will be subject to having their water turned off.

Motion to adjourn at approximately 6:18 p.m.



## Memo

TO: Public Works Committee

FROM: Ed Andrews, Public Works Director

SUBJECT: Centennial ITEP Engineering Contract review

with Maurer-Stutz Engineering

DATE: February 3, 2017

Attached is a detailed proposal for the Committee's review for engineering assistance for the design of the recreational trail along Centennial & McClugage Roadways. The Committee will recall that the City had applied, and was selected for this ITEP funding at an estimated project cost of \$319,809 under 80/20 Federal Cost share funding.

Maurer-Stutz is one of three firms that the Committee had considered under the Quality Based Submittals (QBS) selection for consulting firms for assistance with IDOT and Federally Aided projects in August of 2015. Maurer-Stutz is also the design firm of record for the most recent improvements to Centennial from Spring Creek to Grange Road.

This matter has been placed on the agenda for the Public Works Committee of February 6, 2017 for review and discussion.

cc: File

Local Agency City of Washington	L	Illinois Department of Transportation	С	Consultant Maurer-Stutz, Inc.			
County Tazewell Section 17-00120-00-BT Project No.  Job No.  Contact Name/Phone/E-mail Address Ed Andrews (309) 444-1136 eandrews@ci.washington.il.us		Preliminary Engineering Services Agreement For Federal Participation		Address 3116 N. Dries Lane; Suite 100  City Peoria State IL Zip Code 61604 Contact Name/Phone/E-mail Address Rick Anderson (309) 693-7615 rianderson@mstutz.com			
THIS AGREEMENT is made and entered into this day of between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.							
		Project Description					
Name Centennial Trail		Route Lengt	h	Structure No.			
Termini School Street on Centennial Drive to Intersection of US Business Route 24 and Illinois Route 8							
Description Preliminary Engineering for the Federally funded construction of Centennial Trail							
Agreement Provisions							

#### I. THE ENGINEER AGREES.

- To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LA for the proposed improvement herein described.
- To attend any and all meetings and visit the site of the proposed improvement at any reasonable time when requested by representatives of the LA or STATE.
- 3. To complete the services herein described within <u>365</u> calendar days from the date of the Notice to Proceed from the LA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.
- 4. The classifications of the employees used in the work should be consistent with the employee classifications and estimated manhours shown in EXHIBIT A. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit A to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
- 5. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
- 6. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of work by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.
- That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER's professional seal when such seal is required by law. Plans for structures to be built as a part of the improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the STATE.
- 8. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.

#### II. THE LA AGREES,

To furnish the ENGINEER all presently available survey data and information

2.		To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:						
	Cost Plus Fixed Fee	CPFF =	14.5%[DL + R(DL) + OH(DL) + IHDC], or 14.5%[DL + R(DL) + 1.4(DL) + IHDC], or 14.5%[(2.3 + R)DL + IHDC]					
		 	DL = Direct Labor HDC = In House Direct Costs DH = Consultant Firm's Actual Overhead Factor R = Complexity Factor					
	Specific Rate	☐ (Pay per	element)					
	Lump Sum							
3.	To pay the ENGINEER	using one of the	following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:					
	☐ With Retainage							
	the LA, monthly payone 90% of the value of the LA, monthly payone 95% of the value of the LA, many payone of the value of the LA, many payone of the value of the LA, many payone of the value of the LA, monthly payone of the Value of the Va	ayments for the work the partially conwork is completed by ments covering of the partially concepted by the LA coepted b	ork, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by work performed shall be due and payable to the ENGINEER, such payments to be equal to impleted work minus all previous partial payments made to the ENGINEER.  ed, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by grown work performed shall be due and payable to the ENGINEER, such payments to be equal to impleted work minus all previous partial payments made to the ENGINEER. If the work by the LA but not later than 60 days after the work is completed and reports have and the STATE, a sum of money equal to the basic fee as determined in this amounts of partial payments previously paid to the ENGINEER shall be due and payable to					
	monthly payments of the partially con	for the work perl pleted work min	n receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, formed shall be due and payable to the ENGINEER, such payments to be equal to the value us all previous partial payments made to the ENGINEER.					
			the work by the LA but not later than 60 days after the work is completed and reports have					

- less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
- The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOTassisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).

#### III. IT IS MUTALLY AGREED,

- That no work shall be commenced by the ENGINEER prior to issuance by the LA of a written Notice to Proceed.
- That tracings, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LA and that basic survey notes, sketches, charts and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request, to the LA or to the STATE. without restriction or limitation as to their use.

10. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LA deems appropriate.

		Agreement Summary					
D= 0-	na de at	TININI	Acric				
Prime Co	nsultant:	TIN Number	Agreement Amount				
Maurer-Stutz,Inc.		27-1013849	\$48,852.53				
Sub-Cons	oultanto:	TIN Number	Assessment America				
Sub-Cons	Suitants.	TIN Number	Agreement Amount				
		Sub-Consulta	ant Total:				
		Prime Consulta	ant Total: \$48,852.53				
		Total for	all Work: \$48,852.53				
Executed by the LA:		City of Washington					
			Township/County)				
ATTEST:							
By:		By:					
	Clerk	Title:					
(SEAL)							
Executed by the ENGINEER:							
Executed by the ENOTIVEEN.							
ATTEST:		Maurer-Stutz, Inc.					
ATTEST.		waurer-Stutz, IIIC.					
Ву:	<del></del>	Ву:					
Title: Senior Project Engineer		Title: Vice President/Princip	Title: Vice President/Principal				

#### Exhibit A - Preliminary Engineering - Maurer-Stutz, Inc. - Page 1

Route:	Cenntennial Trail	
Local Agency: City of Washington		*Firm's approved rates on file with IDOT'S
	(Municipality/Township/County)	Bureau of Accounting and Auditing:
Section:	17-00120-00-BT	
Project:		Overhead Rate (OH) 136.59_%
Job No.:		Complexity Factor (R) 0
		Calendar Days 365
Method of Compe	ensation:	
Cost Plus Fixed F	ee 1 X 14.5%[DL + R(DL) + C	I(DL) + IHDC]
Cost Plus Fixed F	ee 2 14.5%[DL + R(DL) + 1	(DL) + IHDC]
Cost Plus Fixed F	ee 3	DC]
Specific Rate		
Lump Sum		

#### Cost Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification	Man- Hours	Payroll Rate	Payroll Costs (DL)	Overhead*	Services by Others	In-House (IHDC)	Profit	Total
PHASE I				-	•		- 1	-	-
				-	•		-		
Compilation & Evaluation of Data	PE VIII	3	55.000	165.00	225.37		- 1	56.60	446.98
	PE VI	4	46.120	184.48	251.98		-	63.29	499.75
	DESIGN TECH V	2	27.500	55.00	75.12		-	18.87	148.99
				-	-		-	-	-
Surveys	PLS VI	12	38.500	462.00	631.05		-	158.49	1,251.54
	SIT III	28	26.000	728.00	994.38		97.50	263.88	2,083.76
	TECH IV	40	26.000	1,040.00	1,420.54		97.50	370.92	2,928.95
				-	-		- 1	-1	
Environmental Studies	PE VI	2	46.120	92.24	125.99		-	31.64	249.87
	DESIGN TECH IV	8	23.530	188.24	257.12		-	64.58	509.93
				-	- )		- 1	- 1	
Proj Dev Report/Location Studies	PE VIII	4	55.000	220.00	300.50		- 1	75.47	595.97
	PE VI	52	46.120	2,398.24	3,275.76		-	822.73	6,496.73
	PE IV	4	33.250	133.00	181.66		-	45.63	360.29
	DESIGN TECH V	81	27.500	2,227.50	3,042.54		-	764.16	6,034.20
	DESIGN TECH IV	90	23.530	2,117.70	2,892.57			726.49	5,736.76
Totals		330	NA	10,011.40	13,674.57	-	195.00	3,462.74	27,343.71



COMPANY NAME: Maurer-Stutz, Inc.

PTB NUMBER: City of Washington Centennial Trail

TODAY'S DATE: 1/31/2017

ITEM	ALLOWABLE	W.O. ONLY	QUANTITY J.S. ONLY	CONTRACT RATE	TOTAL
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00	\$0.00
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)			\$0.00	\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00	\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00	\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day		3	\$65.00	\$195.00
Vehicle Rental	Actual cost (Up to \$55/day)			\$0.00	\$0.00
Tolls	Actual cost			\$0.00	\$0.00
Parking	Actual cost			\$0.00	\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00	\$0.00
Shift Differential	Actual cost (Based on firm's policy)			\$0.00	\$0.00
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Project Specific Insurance	Actual cost			\$0.00	\$0.00
Monuments (Permanent)	Actual cost			\$0.00	\$0.00
Photo Processing	Actual cost			\$0.00	\$0.00
2-Way Radio (Survey or Phase III Only)	Actual cost			\$0.00	\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual cost			\$0.00	\$0.00
CADD	Actual cost (Max \$15/hour)		130	\$10.00	\$1,300.00
Web Site	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Advertisements	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Recording Fees	Actual cost			\$0.00	\$0.00
Transcriptions (specific to project)	Actual cost			\$0.00	\$0.00
Courthouse Fees	Actual cost			\$0.00	\$0.00
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)	-		\$0.00	\$0.00
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Testing of Soil Samples*	Actual cost			\$0.00	\$0.00
Lab Services*	Actual cost (Provide breakdown of each cost)			\$0.00	\$0.00
Equipment and/or Specialized Equipment Rental*	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	
Equipment and/or Opedialized Equipment Nental	Actual cost (Trequires 2-5 quotes with 150 Fappioval)	-			\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
TOTAL DIRECT COS					\$1,495.00

\*If other allowable costs are needed and not listed, please add in the above spaces provided.

LEGEND

W.O. = Work Order

J.S. = Job Specific

#### **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: Public Works Committee

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

SUBJECT: Gap Sidewalk Construction

DATE: February 2, 2017

Letters were sent to each of the owners of properties with missing sidewalks in largely built-out subdivisions. The letters were a first notification of the need to complete the sidewalk construction by May 31. A second letter will be sent to them later in the month giving them a reminder to finish the construction once the weather is more suitable.

Staff has received calls from a handful of residents that received the letters. Each seems to understand and appreciate the need to fill in these gaps for safety reasons. A couple of the residents asked about delaying the construction based on the anticipated construction of a house on those lots. One resident indicated that a house could be built later in the year while the other said that it would likely not occur until at least 3-4 years from now. Both asked whether they would need to construct the sidewalk now and then have to tear it out in coordination with the house construction.

In staff's opinion, there is some merit to not requiring the sidewalk construction this spring only if a house will be under construction this year. Otherwise, it seems prudent to require the sidewalk be installed. Ultimately, there would only be about 30 lineal feet that would be removed as part of the construction entrance.

Staff seeks input on whether the sidewalk construction can be delayed based on the timeline for the house construction on those lots at the February 6 Public Works Committee meeting.

#### **CITY OF WASHINGTON**

#### **PLANNING & DEVELOPMENT DEPARTMENT**

301 Walnut St. Washington, IL 61571
Ph. 309-444-1135 Fax 309-444-9779
<a href="http://www.washington-illinois.org">http://www.washington-illinois.org</a>
joliphant@ci.washington.il.us

#### **MEMORANDUM**

TO:

Public Works Committee

FROM:

Jon R. Oliphant, AICP, Planning & Development Director

SUBJECT:

Park District Property Conveyances

DATE:

February 3, 2017

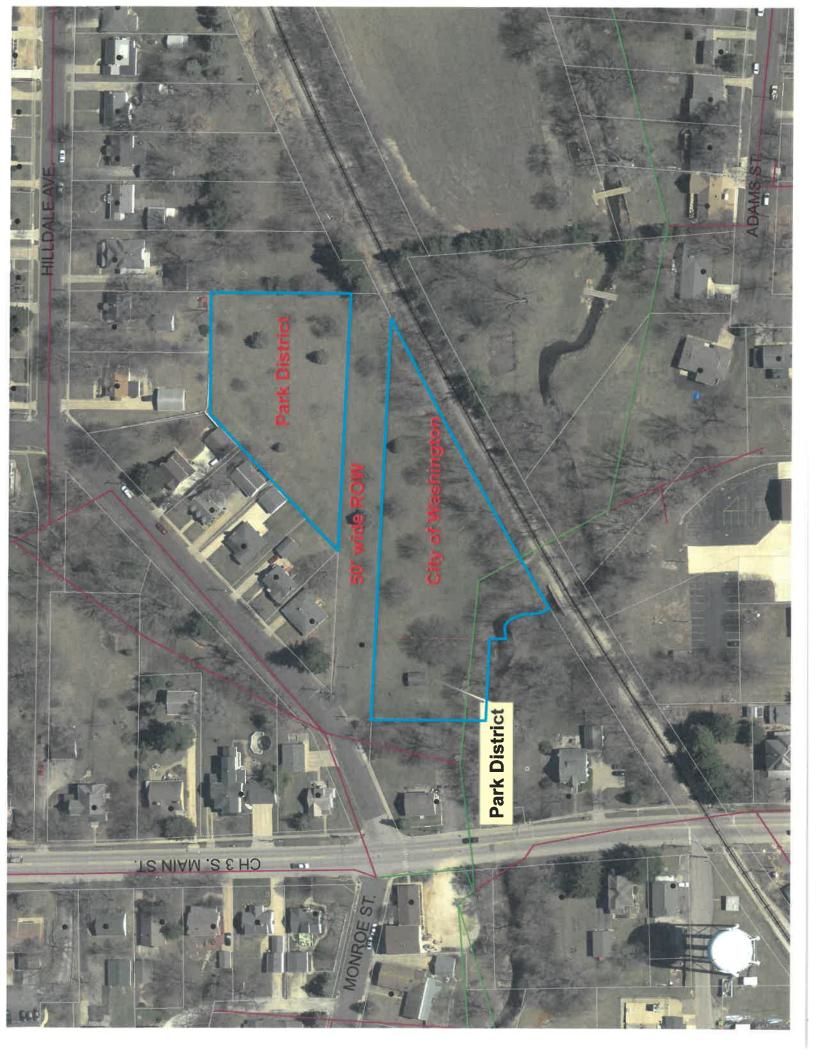
Staff recently reviewed the current City-owned parcels as part of the County's request to verify which parcels are tax exempt. A few stood out as parcels that the City may not have interest in long-term.

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 may make sense for the remainder of the park to be conveyed to the Park District and to vacate the ROW.

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.

Staff seeks feedback on how/if to proceed with the possible conveyance of either or both of these properties prior to potentially working out details of such conveyances at a later time.

Attachments



#### ORDINANCE NO. 1c37

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE WASHINGTON PARK DISTRICT CONCERNING SWEITZER PARK

WHEREAS, the City Council has heretofore expressed its support for the exchange of City owned Sweitzer Park for the Washington Park District property located west of Glazebrook Fire Equipment, Inc.; and

WHEREAS, the City of Washington desires to enter into an Agreement for the exchange of certain City property for certain Washington Park District property and the ultimate transfer of the Park District property to one James Glazebrook:

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

Section 1. The Agreement with the Washington Park District, a copy of which is attached hereto and made a part hereof, is hereby approved and adopted.

Section 2. The Mayor and City Clerk are hereby authorized to execute said Agreement.

PASSED and APPROVED this f day of

1911.

ATTEST/

City Clerk

KILLEKK

#### INTERGOVERNMENTAL AGREEMENT

AN AGREEMENT entered into Accember 7, O, by and between the CITY OF WASHINGTON (City), a Illinois municipal corporation, and the WASHINGTON PARK DISTRICT (Park District), a Park District organized under the laws of the State of Illinois.

#### RECITALS

- (1) That the Park District holds title to certain real estate located in Burkey's Addition to the City (Burkey parcel) and legally described on Exhibit "A" attached hereto and by reference expressly made a part hereof.
- (2) That the City holds title to certain real estate located within the City limits known as Sweitzer Park and legally described as follows:

Lots 27 to 31 inclusive in Brookhill Addition to the City of Washington, Tazewell County, Illinois.

- (3) That the Park District has determined that the Burkey parcel is not suited for Park District purposes but that the Sweitzer Park, which is of a similar size, is suitable for such purposes; and is, in fact, being used currenty as a City park.
- (4) After a public hearing, it has been determined that the best interest of the Park District, the City, and the residents of the City of Washington would be served by the following transactions:

- (a) The exchange between the City and the Park District of the two parcels of real estate described above.
- (b) The Park District assume full responsibility to maintain Sweitzer Park.
- (c) That once the exchange is completed, the City convey the Burkey parcel to James Glazebrook on the condition that he contemporaneously make a donation to the Park District of Five Thousand Dollars (\$5,000), on the condition that it shall be the sole responsibility of the Park District to pay for and provide evidence of good title to James Glazebrook.

NOW, THEREFORE, in consideration of the mutual agreements contained in this Agreement, the CITY OF WASHINGTON and the WASHINGTON PARK DISTRICT, agree, as follows:

- (A) The City shall convey Sweitzer Park to the Park District in exchange for conveyance of the Burkey parcel from the Park District to the City.
- (B) The Park District shall assume full responsibility for maintaining Sweitzer Park.
- (C) The City convey the Burkey parcel to James Glazebrook upon his contemporaneous donation to the Park District of Five Thousand Dollars (\$5,000).
- (D) If any of the transfers provided for herein are found to be invalid for any reason, such invalidation shall

render the other transfers, provided for herein, invalid.

- (E) This Agreement shall be effective when executed by the City and the Park District and the transfers provided for herein shall take place within thirty (30) days of its effective date.
- (F) This Agreement shall be construed in accordance with the law and constitution of the State of Illinois.

IN WITNESS WHEREOF, the undersigned governmental units have caused this Agreement to be duly executed and attach hereto a copy of the City's Ordinance and the Park District's Resolution authorizing the signing official to execute this Agreement on the date first above written.

CITY OF WASHINGTON, '

To The Call

ATTEST

City Clerk

WASHINGTON PARK DISTRICT

Secretary of

Board of Commissioners

WITNESS:

ACIS Jati,ed

That part of the Northeast Quarter of Section 23 in Township 26 North, Range 3 West of the Third Principal Meridian, more particularly described as follows: Commencing at the southeast corner of Lot 7 in Burkey's Addition to the City of Washington; thence North along the East line of said Lot 7, 132 feet to the northeast corner of said Lot; thence East along the North line of Lot 8 in said Addition 60 feet; thence North along the West side of Sublot 33-B, 148 feet; thence East along the North line of said Sublot 33-B to the East line of Lot 33; thence North along the East line of said Lot 33 to the North line of said Lot 33; thence West along the North line of said Lot 33 to a point due North of the Northwest corner of Lot 5 in said Burkey's Addition; thence at right angles South to the Northwest corner of Lot 5 in said Addition; thence South along the West line of said Lot 5 to the South line of said Addition; thence East along the South line of said Addition to the place of beginning, situated in Tazewell County, Illinois. See plats recorded in Plat Book "A", page 13 and Plat Book "I", page 195.

EXCEPT the East Ten (10) feet of even width off of the East side of Lot Seven (7) in Burkey's Addition to the City of Washington, Tazewell County, Illinois.

EXCEPT that part of the Northeast Quarter of Section 23, Township 26 North Range 3 West of the Third Principal Meridian, more particularly described as follows:

Commencing at the Northeast corner of Lot 8 in Burkey's Addition; thence North along the West side of Sublot 33-B, 148 feet; thence at right angles West parallel to the North line of Burkey's Addition, 70 feet; thence at right angles South 148 feet to the North line of Burkey's Addition; thence at right angles East along the North line of Burkey's Addition to the place of beginning, situated in Tazewell County, Illinois. See plat recorded in Plat Book "I", page t<sup>2</sup> 195; and

### **EXHIBIT**





# Memo

TO:

Public Works Committee

FROM:

Ed Andrews, Public Works Director

DATE:

February 3, 2017

SUBJECT:

Replacement Tractor for Cemetery

Through the City's MERF (Motorized Vehicle Equipment Replacement Fund) the 2003 Kubota B21 tractor/loader/backhoe is scheduled for replacement this fiscal year at budget amount of \$33,419. While there is no current CMS Statewide Bid on tractors (it is up for renewal), the National Joint Powers Alliance (NJPA) nationwide purchase program shows John Deere as their successful government bid vendor.

Staff also took additional time to review pricing and trade-in allowance with the following local vendors:

Manufacturer & Model	Vendor	Price	Trade	Total
New Holland B37 (31hp)	Fliginger Equipment	\$44,875	\$15,000	\$29,875
Kubota B26TLB (24.3hp)	German-Bliss	\$41,425	\$17,681	\$23,744
John Deere 3033 (24hp)	Martin Sullivan	\$32,660	\$10,900	\$21,760
John Deere 3039 (30hp)	Martin Sullivan	\$33,909	\$10,900	\$23,009

Note: (XXhp) = PTO rated HP

This matter has been placed on the agenda for the Public Works Committee of February 6, 2017 for review and discussion.

CC:

File

### **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:

**Public Works Committee** 

FROM:

Jon R. Oliphant, AICP, Planning & Development Director

SUBJECT:

N. Main/Zinser Alley Name Consideration

DATE:

February 2, 2017

Jeannie Herbst is currently renovating a residential unit above 114 N. Main St. The access to it is from the alley west of N. Main. To the best of our knowledge, there has never been an address assigned to it and mail for that the main floor and upstairs units is likely addressed to 114 N. Main. There are no other reasonable N. Main addresses that can be assigned to the upstairs unit and it is not desirable to assign a unit address to it for E911 purposes (i.e. 114 N. Main, Unit A).

As a result, we would look to assign a name to the alley. Staff has proposed Herbst Lane as the name. City Code requires that an ordinance be approved for any name change. The name change becomes effective after 30 days once the ordinance is approved and the Post Office is notified. This would have an odd-numbered address since it is on the east side of the alley.

Staff seeks confirmation at the February 6 Public Works Committee meeting that this name is suitable prior to the drafting of an ordinance and placement on an upcoming City Council meeting.