

I-55 Railsplitter Rest Area Sewer
Section 84-2-1-I
Village of Sherman
Sangamon County

AGREEMENT

This AGREEMENT is hereby made and entered into this 20th day of OCTOBER, 2020, by and between the State of Illinois, acting and by and through its Department of Transportation, hereinafter called the "STATE", and the Village of Sherman, hereinafter called the "VILLAGE", and the Sangamon County Water Reclamation District, formerly known as the Springfield Metro Sanitary District, hereinafter called the "DISTRICT".

WHEREAS, the STATE and the DISTRICT are parties to a certain agreement dated the 28th day of April, 1982, a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, the STATE, VILLAGE, and DISTRICT are parties to a certain agreement dated the 27th day of May, 1987, copy of which is attached hereto as Exhibit "B"; and

WHEREAS, the VILLAGE under Resolution NO. 1986-1 has agreed to accept ownership and responsibility for the maintenance and operation of the sanitary sewer line referred to in Exhibit "A".

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree that the agreement of April 28, 1982 shall remain in effect except as follows:

1. Paragraph 5 of said April 28, 1982 agreement attached as Exhibit A, shall be null and void and replaced with paragraph 2 below.
2. Upon completion of the improvement to the satisfaction of the VILLAGE and the STATE, the STATE agrees to initiate legislation in the Illinois General Assembly to assign and transfer to the VILLAGE all of its interest in the 8-inch diameter gravity-flow sanitary sewer main and appurtenances, constructed as part of this improvement and including all rights in permanent easement acquired to construct the improvement.
3. Paragraph 6 of said April 28, 1982 agreement attached as Exhibit A shall be null and void and replaced with paragraph 4 below.
4. Upon assignment and transfer of the interests set forth in paragraph 5 above, the VILLAGE agrees to accept the assignment and transfer of these interests and to operate and maintain the 8-inch diameter gravity-flow sanitary sewer main and appurtenances constructed as part of the improvement.

The DISTRICT agrees not to construct or permit others to construct additional service connections or taps into the sanitary sewer main constructed as part of this improvement, which taps would exceed the capacity of the sewer main, or to interfere with service to the Rest Area.

5. This AGREEMENT shall be binding upon the PARTIES hereto, their successors or assigns.

6. This AGREEMENT shall be construed and interpreted according to the laws of the State of Illinois.

IN WITNESS WHEREOF, the PARTIES hereto have caused this AGREEMENT to be executed in triplicate counterparts, each of which shall be considered as an original, by their duly authorized officials as of the dates below indicated.

EXECUTED by the DISTRICT this _____ day of _____, 2020.

SANGAMON COUNTY WATER RECLAMATION DISTRICT

Witness: _____ (signature)

By: _____

Print name: _____

Print Name: _____

EXECUTED by the VILLAGE this 20th day of OCTOBER, 2020.

VILLAGE OF SHERMAN

Witness: [Signature] (signature)

By: [Signature]

Print name: Michael Smith

Print Name: Trevor Clatfalte
President

Executed by the STATE, this _____ day of _____, 2020.

By: _____
Jack A. Elson, P.E.
Bureau Chief, Design & Environment

Omer Osman
Acting Secretary

Date: _____

Date: _____



Illinois Department of Transportation

Division of Highways/District 6
126 East Ash Street/Springfield, Illinois/62704-4766

October 22, 1987

F.A.I. Route 55
Section 84-2-1-I
Sangamon County
(Southbound I-55 Rest Area)

Mr. Frank Meredith
President
Sherman Village Board
Sherman, IL 62684

Dear Mr. Meredith:

We have reviewed the revised Agreement proposed for acceptance by the State of Illinois concerning the sanitary sewer serving the subject facility.

The proposed revisions are satisfactory. However, Paragraph #3 of the existing Agreement also needs to be revised. The Department needs assurance that the user charges will be appropriate for the services being provided by the Village.

We are returning two copies of your submittal and retaining one copy for our reference. Please provide the additional revision referred to above for our consideration.

Very truly yours,

J. C. Slifer, P.E.
District Engineer

By: _____

F. W. Hardwick
F. W. Hardwick, P.E.
District Design Engineer

FWH:MBH:dmw

Enclosures

AGREEMENT

THIS AGREEMENT made and entered into this 27th day of May, 1987, by and between STATE OF ILLINOIS acting by and through its Department of Transportation hereinafter called the "State" and the VILLAGE OF SHERMAN, hereinafter called the "VILLAGE", and the SPRINGFIELD METRO SANITARY DISTRICT of Springfield, Illinois, hereinafter called the "District".

WHEREAS, the STATE and the DISTRICT are parties to a certain agreement dated the 28th day of April, 1982, a copy of which is attached hereto as Exhibit "A", and

WHEREAS, the VILLAGE OF SHERMAN under Resolution NO. 1986-1 has agreed to accept ownership and responsibility for the maintenance and operation of the sanitary sewer line referred to in Exhibit "A" as set forth in the Resolution attached hereto as Exhibit "B".

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree that the agreement of April 28, 1982 shall remain in effect except as follows:

1. Paragraph 5 of said April 28, 1982 agreement shall be null and void and replaced with paragraph 2 below.
2. Upon completion of the improvement to the satisfaction of the VILLAGE and the STATE, the STATE agrees to initiate legislation in the Illinois General Assembly to assign and transfer to the VILLAGE all of its interest in the 8-inch diameter gravity-flow sanitary sewer main and appurtenances, constructed as part of this improvement and including all rights in permanent easement acquired to construct the improvement.
3. Paragraph 6 of said April 28, 1982 agreement shall be null and void replaced with paragraph 4 below.
4. Upon assignment and transfer of the interests set forth in paragraph 2 above, the VILLAGE agrees to accept the assignment and transfer of these interests and to operate and maintain the 8-inch diameter gravity-flow sanitary sewer main and appurtenances constructed as part of the improvement.
The DISTRICT agrees not to construct or permit others to construct additional service connections or taps into the sanitary sewer main constructed as part of this improvement, which taps would exceed the capacity of the sewer main, or to interfere with service to the Rest Area.

SPRINGFIELD METRO SANITARY DISTRICT.

By: *Ernest J. Smith*
President, Board of Trustees

Date: July 27, 1987

ATTEST:

A Paul Troemper
Clerk

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _____
Director of Highways

Date: _____

VILLAGE OF SHERMAN, ILLINOIS

x By: *Frank Meredith*
President

Date: May 27, 1987

ATTEST:

Karen Franklin
Village Clerk

ORDINANCE NO. 1987-7

AN ORDINANCE approving execution of an Agreement with the Village of Sherman and the State of Illinois.

WHEREAS, the State of Illinois and the Springfield Metro Sanitary District are parties to a certain Agreement dated the 28th day of April, 1982, regarding the operation of a sewage disposal gravity flow sanitary sewer main with respect to the rest area on FAI Route 55 near Sherman, Illinois; and

WHEREAS, the Village of Sherman has passed Ordinance No. 1986-1 agreeing to accept the ownership and responsibility for the maintenance and operation of said sanitary sewer line; and

WHEREAS, a proposed draft Agreement modifying the Agreement of April 28, 1982 is attached hereto.

NOW THEREFORE, BE IT ORDAINED by the Board of Trustees of the Springfield Metro Sanitary District as follows:

1. That the President and Clerk are authorized to execute on behalf of the Springfield Metro Sanitary District the Agreement attached hereto as Exhibit 1 and all other documents necessary to make said Agreement fully effective and enforceable.

2. This Ordinance shall take effect immediately upon its passage.

SPRINGFIELD METRO SANITARY DISTRICT

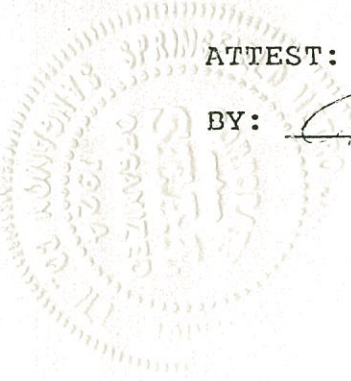
BY: _____

Irvin J. [Signature]
President

ATTEST:

BY: _____

A. Paul [Signature]
Clerk



ORDINANCE NO. 1987-10

AN ORDINANCE approving execution of an Agreement with the Springfield Metro Sanitary District and the State of Illinois.

WHEREAS, the State of Illinois and the Springfield Metro Sanitary District are parties to a certain Agreement dated the 28th day of April, 1982, regarding the operation of a sewage disposal gravity flow sanitary sewer main with respect to the rest area on FAI Route 55 near Sherman, Illinois; and

WHEREAS, the Village of Sherman has passed Ordinance No. 1986-1 agreeing to accept the ownership and responsibility for the maintenance and operation of said sanitary sewer line; and

WHEREAS, a proposed draft Agreement modifying the Agreement of April 28, 1982 is attached hereto.

NOW THEREFORE BE IT ORDAINED by the Board of Trustees of the Village of Sherman, Illinois as follows:

1. That the President and Village Clerk are authorized to execute on behalf of the Village of Sherman the Agreement attached hereto as Exhibit 1 and all other documents necessary to make said Agreement fully effective and enforceable.
2. This Ordinance shall take effect immediately upon its passage.

VILLAGE OF SHERMAN, ILLINOIS

By: Frank Meredith
President

ATTEST:

By: Karen Franklin
Village Clerk

AGREEMENT

is Agreement, entered into this 28TH day of APRIL, 1982, by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION, hereinafter called the STATE, and the SPRINGFIELD SANITARY DISTRICT of Springfield, Illinois, hereinafter called the DISTRICT.

WITNESSETH:

WHEREAS, the STATE owns and operates a Rest Area to serve southbound traffic on F.A.I. Route 55, in Sangamon County, south of Sherman, Illinois and proposes to improve sewage disposal from the said Rest Area, by an improvement known as F.A.I. Route 55, Section 84-2-1-I, Project No. _____ which will require construction of an 8-inch diameter gravity-flow sanitary sewer main from proposed DISTRICT facilities to the Rest Area; and

WHEREAS, the DISTRICT is agreeable to supply sanitary sewer service to the Rest Area; and

WHEREAS, this Agreement supersedes and replaces an Agreement between the STATE and the DISTRICT, dated June 8, 1981.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The STATE agrees to make the surveys, obtain all necessary right-of-way, prepare plans and specifications, secure all necessary permits, receive bids and award the contract, furnish engineering inspection during construction and cause the improvement to be built in accordance with the plans, specifications and contract, and provide to the District "as-built" construction drawings and results of a leakage test certified by a Professional Engineer.
2. The STATE agrees to pay all right-of-way, construction and engineering costs for the construction of the 8-inch diameter gravity-flow sanitary sewer main for the sanitary sewer service from the proposed DISTRICT facilities to the Rest Area.
3. The STATE agrees to pay the customary user charges, including year-end review charges and any required tap-on charges at the rates that are currently in effect in the DISTRICT and to comply with the same rules and regulations for sanitary sewer service as all other patrons of the DISTRICT.
4. Prior to the STATE's advertising for work to be performed hereunder, the DISTRICT agrees to provide approval of the plans and specifications by Resolution or Letter.

5. Upon completion of the improvement to the mutual satisfaction of the DISTRICT and the STATE, the STATE agrees to initiate legislation in the Illinois General Assembly to assign and transfer to the DISTRICT all of its interest in the 8-inch diameter gravity-flow sanitary sewer main and appurtenances, constructed as part of this improvement and including all rights in permanent easements acquired to construct the improvement.

6. Upon assignment and transfer of the interests set forth in paragraph 5 above, the DISTRICT agrees to accept the assignment and transfer of these interests and to operate and maintain the 8-inch diameter gravity-flow sanitary sewer main and appurtenances constructed as part of this improvement.

The DISTRICT further agrees not to construct or permit others to construct additional service connections or taps into the sanitary sewer main constructed as part of this improvement, which taps would exceed the capacity of the sewer main, or to interfere with service to the Rest Area.

7. The STATE agrees to the annexation of the Rest Area property within six (6) months after said property becomes contiguous to the DISTRICT'S boundary.

8. This Agreement and the covenants contained herein shall be null and void in the event the contract covering the construction contemplated herein is not awarded by June 30, 1984.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

SPRINGFIELD SANITARY DISTRICT

BY: [Signature]
President, Board of Trustees

Date: MARCH 30, 1982

ATTEST:

[Signature]
Clerk

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

BY: [Signature]
Director of Highways

Date: APRIL 28TH, 1982

RESOLUTION NO. 1-156 /
VILLAGE OF SHERMAN, ILLINOIS

WHEREAS, the State of Illinois Department of Transportation presently operates and maintains an existing 8 inch sanitary sewer line servicing the location of the Interstate 55 rest area located within the Village of Sherman, which line runs Southeasterly from the rest area 4308 feet to the Springfield Sanitary District Sherman East Pumping Station and which line also includes 13 manholes which are considered a part thereof; and

WHEREAS, the State of Illinois Department of Transportation wishes to transfer responsibility for the ownership, operation and maintenance of said sanitary sewer line, which line does not meet current standards of the Springfield Sanitary District; and

WHEREAS, it is in the best interest of the Village of Sherman to accept the ownership and responsibility for the maintenance and operation of said sanitary sewer line in order to be able to integrate said sewer line into the proposed sewer system to be constructed within the Village of Sherman; provided that the Village of Sherman shall not accept said obligation until such time as it shall be able to use and operate said sewer line in connection with the use and operation of its own municipal sewer system and provided that the Village of Sherman shall have assurances from the Springfield Sanitary District that it will allow the Village of Sherman to operate and maintain the sewer line in its existing location, design and condition.

NOW THEREFORE BE IT RESOLVED by the Village of Sherman, Sherman, Illinois:

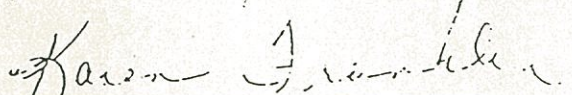
1. That it is the intent of the Village of Sherman to accept ownership and responsibility for the operation and maintenance of the 8 inch sanitary sewer line and manholes described above subject to the condition that the Village of Sherman shall not accept such obligations until such time as it shall be able to use and operate said sewer line in connection with the use and operation of its own municipal sewer system and provided that the Village of Sherman shall have assurances from the Springfield

Sanitary District that it will allow the Village of Sherman to operate and maintain the sewer line in its existing location, design and condition.

Passed this 27th day of February, 1986.


VILLAGE PRESIDENT

ATTEST:


VILLAGE CLERK

INDEX TO SHEETS & PARCELS

I.	TITLE SHEET	PARCELS
2.	STA.-0+50 to STA.15+00	001,002,003,004
3.	STA.15+00 to STA.30+00	004,005
4.	STA.30+00 to STA.43+04.66	005,006,007,008,009

NOTE: ALL PARCEL NO'S. HAVE A PREFIX OF 6147

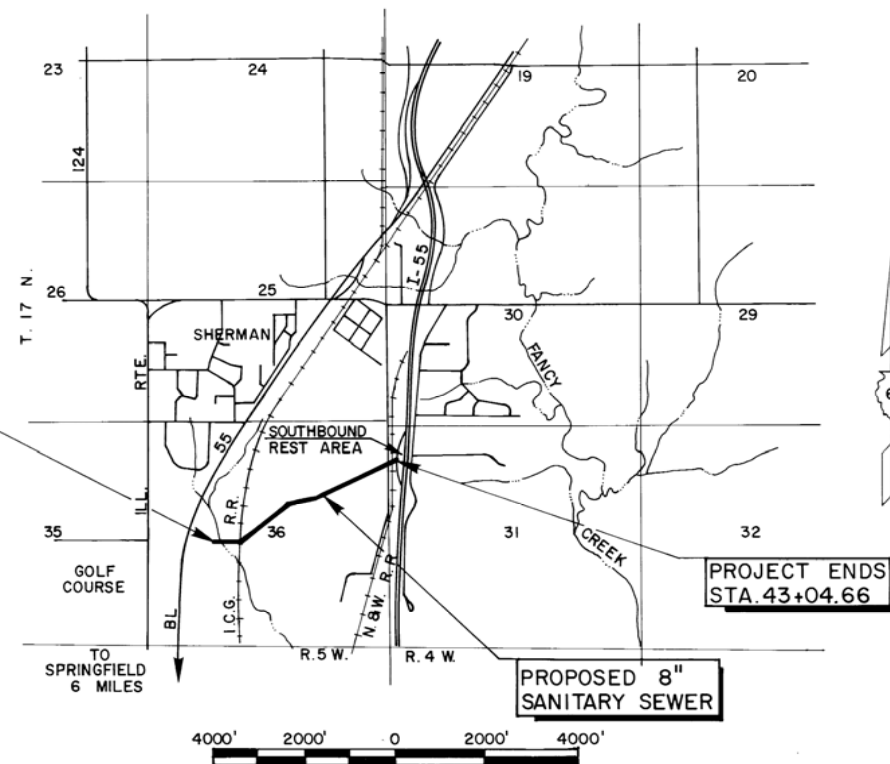
STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLANS FOR PROPOSED FEDERAL AID HIGHWAY

SANITARY SEWER SYSTEM
F.A.I. ROUTE 55
SOUTHBOUND REST AREA
NEAR SHERMAN, ILLINOIS
SECTION NO.84-2-1-I
PROJECT NO.IR-55-3(97)103
SANGAMON COUNTY

LEGEND

- PROPOSED SANITARY SEWER SECTION LINE
- TEMPORARY EASEMENT
- UNFENCED PROPERTY LINE
- FENCED PROPERTY LINE
- FENCE LINE
- SAME OWNERSHIP
- UNDERGROUND TELEPHONE LINE
- POWER POLE
- TELEPHONE POLE
- TREE & DIAMETER
- IRON PIN
- STONE
- R.R. ANGLE BAR
- MANHOLE (PROPOSED)
- R.R. MILE MARKER
- RAILROAD TRACK
- MANHOLE (EXISTING)

CAPITAL DEVELOPMENT BOARD
SPRINGFIELD, ILLINOIS
CDB NO. 630-428-001



LOCATION MAP
NET LENGTH: 4354.66 FEET = 0.825 MILE
MARCH, 1982

ROUTE NO	SEC	COUNTY	TOTAL SHEETS	SHEET NO
55	84-2-1-I	SANGAMON	4	1
STA		TO STA		
FED ROAD DIST NO		ILLINOIS	PROJECT IR-55-3(97)103	

STATE JOB NO. P-96-004-73, R-96-014-77



STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS

SUBMITTED: April 9 1982
W. E. Burns DISTRICT ENGINEER

EXAMINED: _____ 19____ ENGINEER OF PLANS AND CONTRACTS

PASSED: _____ 19____ ENGINEER OF DESIGN

APPROVED: _____ 19____ DIRECTOR OF HIGHWAYS

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

APPROVED: _____ 19____
DIVISION ADMINISTRATOR

CMT
CRAWFORD, MURPHY & TILLY, Inc. Consulting Engineers
2750 West Washington St • Springfield, IL 62702 • Ph. (217) 781-1000
SPRINGFIELD, IL • LINCOLN, IL • AURORA, IL
JOB NO. 7134-01

N.W. 1/4, SECTION 36
T. 17 N. R. 5 W.

PARCEL No. 6147004 P.E. & T.E.
OWNER: ILLINOIS NATIONAL BANK OF
SPRINGFIELD - TRUSTEE
TRUST No. 13-03484
AREA IN P.E. = 1.00 ACRE ±
AREA IN T.E. = 3.98 ACRES ±

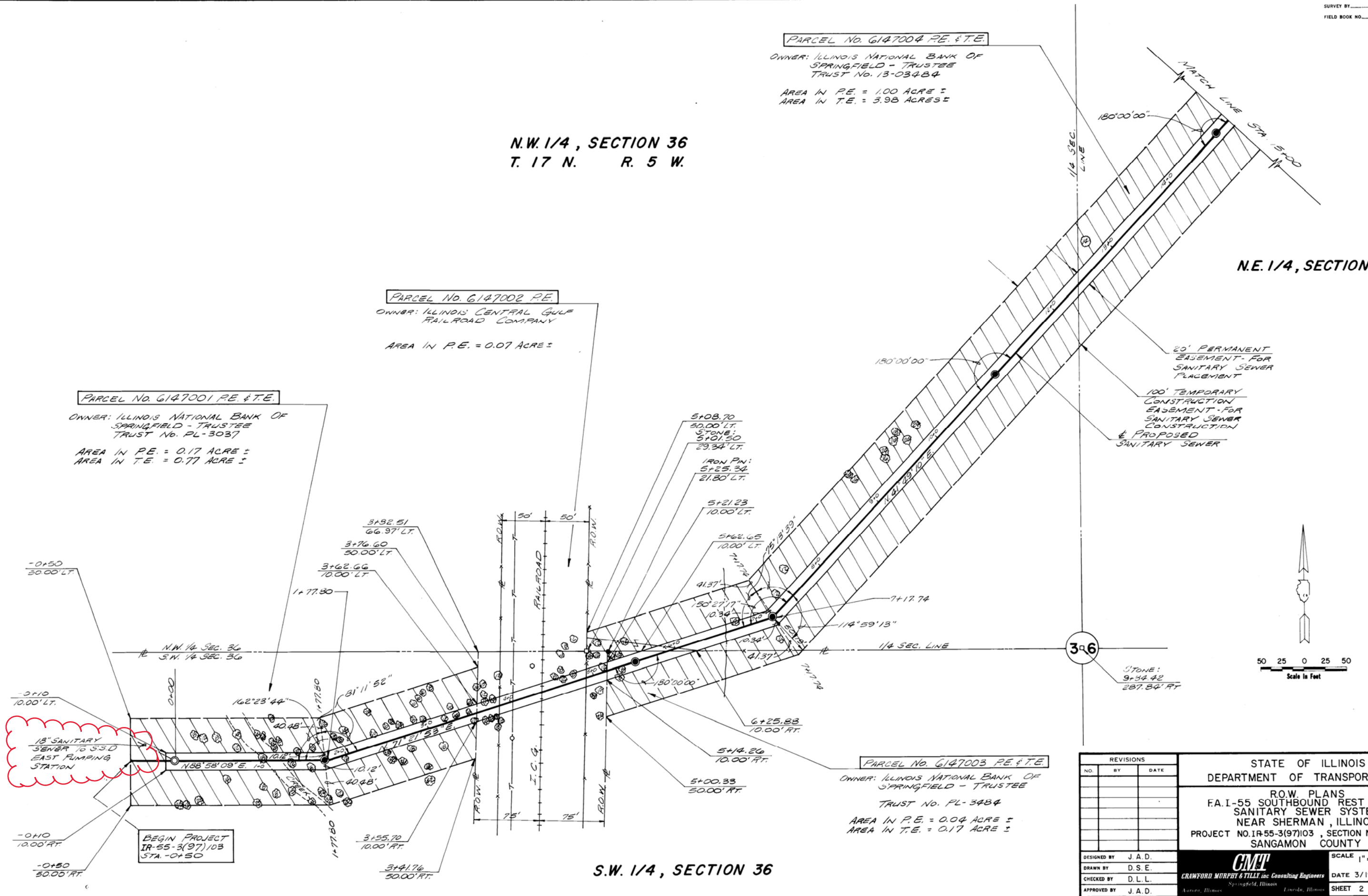
PARCEL No. 6147002 P.E.
OWNER: ILLINOIS CENTRAL GULF
RAILROAD COMPANY
AREA IN P.E. = 0.07 ACRE ±

PARCEL No. 6147001 P.E. & T.E.
OWNER: ILLINOIS NATIONAL BANK OF
SPRINGFIELD - TRUSTEE
TRUST No. PL-3037
AREA IN P.E. = 0.17 ACRE ±
AREA IN T.E. = 0.77 ACRE ±

PARCEL No. 6147003 P.E. & T.E.
OWNER: ILLINOIS NATIONAL BANK OF
SPRINGFIELD - TRUSTEE
TRUST No. PL-3484
AREA IN P.E. = 0.04 ACRE ±
AREA IN T.E. = 0.17 ACRE ±

S.W. 1/4, SECTION 36

N.E. 1/4, SECTION 36



36

REVISIONS		
NO.	BY	DATE

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

R.O.W. PLANS
F.A.I-55 SOUTHBOUND REST AREA
SANITARY SEWER SYSTEM
NEAR SHERMAN, ILLINOIS
PROJECT NO. IR-55-3(97)103, SECTION NO. 84-2-1-I
SANGAMON COUNTY

DESIGNED BY J.A.D.
DRAWN BY D.S.E.
CHECKED BY D.L.L.
APPROVED BY J.A.D.

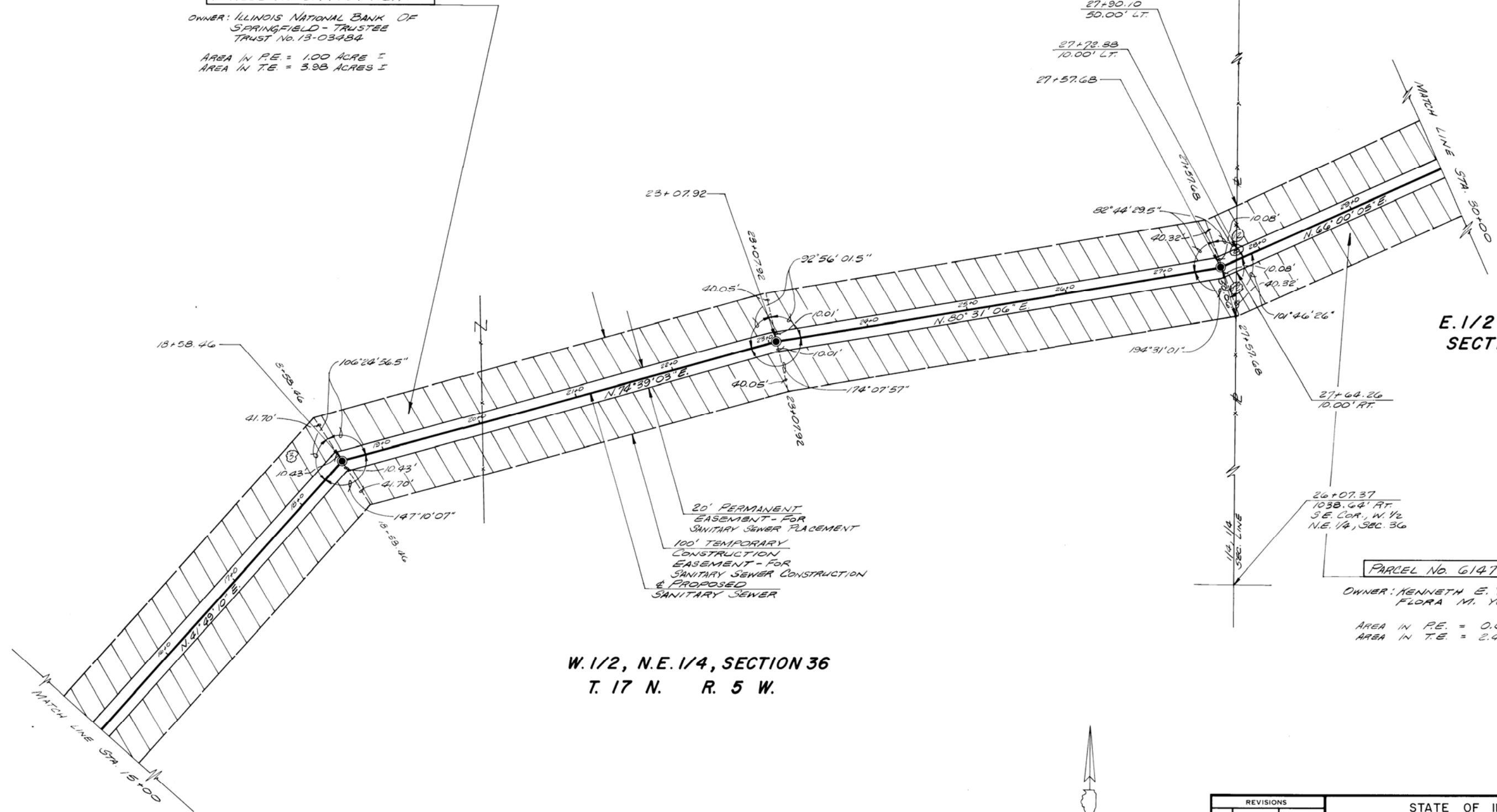
CMT
CRAWFORD, MORPHY & TILLY inc
Consulting Engineers
Springfield, Illinois
Lincoln, Illinois

SCALE 1" = 50'
JOB NO. 7134-01
DATE 3/1982
SHEET 2 OF 4 SHEETS

PARCEL No. 6147004 P.E. & T.E.

OWNER: ILLINOIS NATIONAL BANK OF
SPRINGFIELD - TRUSTEE
TRUST No. 13-03484

AREA IN P.E. = 1.00 ACRES ±
AREA IN T.E. = 3.93 ACRES ±



20' PERMANENT
EASEMENT - FOR
SANITARY SEWER PLACEMENT
100' TEMPORARY
CONSTRUCTION
EASEMENT - FOR
SANITARY SEWER CONSTRUCTION
& PROPOSED
SANITARY SEWER

W. 1/2, N.E. 1/4, SECTION 36
T. 17 N. R. 5 W.

STONE:
32+96.98
14.59.33' LT.
N.E. COR., W. 1/2
N.E. 1/4, SEC. 36

E. 1/2, N.E. 1/4,
SECTION 36

PARCEL No. 6147005 P.E. & T.E.

OWNER: KENNETH E. YOCOM &
FLORA M. YOCOM

AREA IN P.E. = 0.62 ACRES ±
AREA IN T.E. = 2.44 ACRES ±

REVISIONS			STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION	
NO.	BY	DATE		
			R.O.W. PLANS FA.I-55 SOUTHBOUND REST AREA SANITARY SEWER SYSTEM NEAR SHERMAN, ILLINOIS PROJECT NO. IR-55-3(97)03, SECTION NO. 84-2-1-1 SANGAMON COUNTY	
DESIGNED BY	J. A. D.		 CRAWFORD MURPHY & TILLY Inc. Consulting Engineers Springfield, Illinois Lincoln, Illinois	SCALE 1" = 50'
DRAWN BY	D. S. E.			DATE 3/1982
CHECKED BY	D. L. L.			JOB NO. 7134-01
APPROVED BY	J. A. D.			SHEET 3 OF 4 SHEETS

PARCEL No. 6147005 P.E. & T.E.
 OWNER: KENNETH E. YOCOM AND
 FLORA M. YOCOM
 AREA IN P.E. = 0.62 ACRE ±
 AREA IN T.E. = 2.44 ACRES ±

PARCEL No. 6147006 P.E. & T.E.
 OWNER: ILLINOIS CENTRAL GULF RAILROAD Co.
 AREA IN P.E. = 0.04 ACRE ±
 AREA IN T.E. = 0.14 ACRE ±

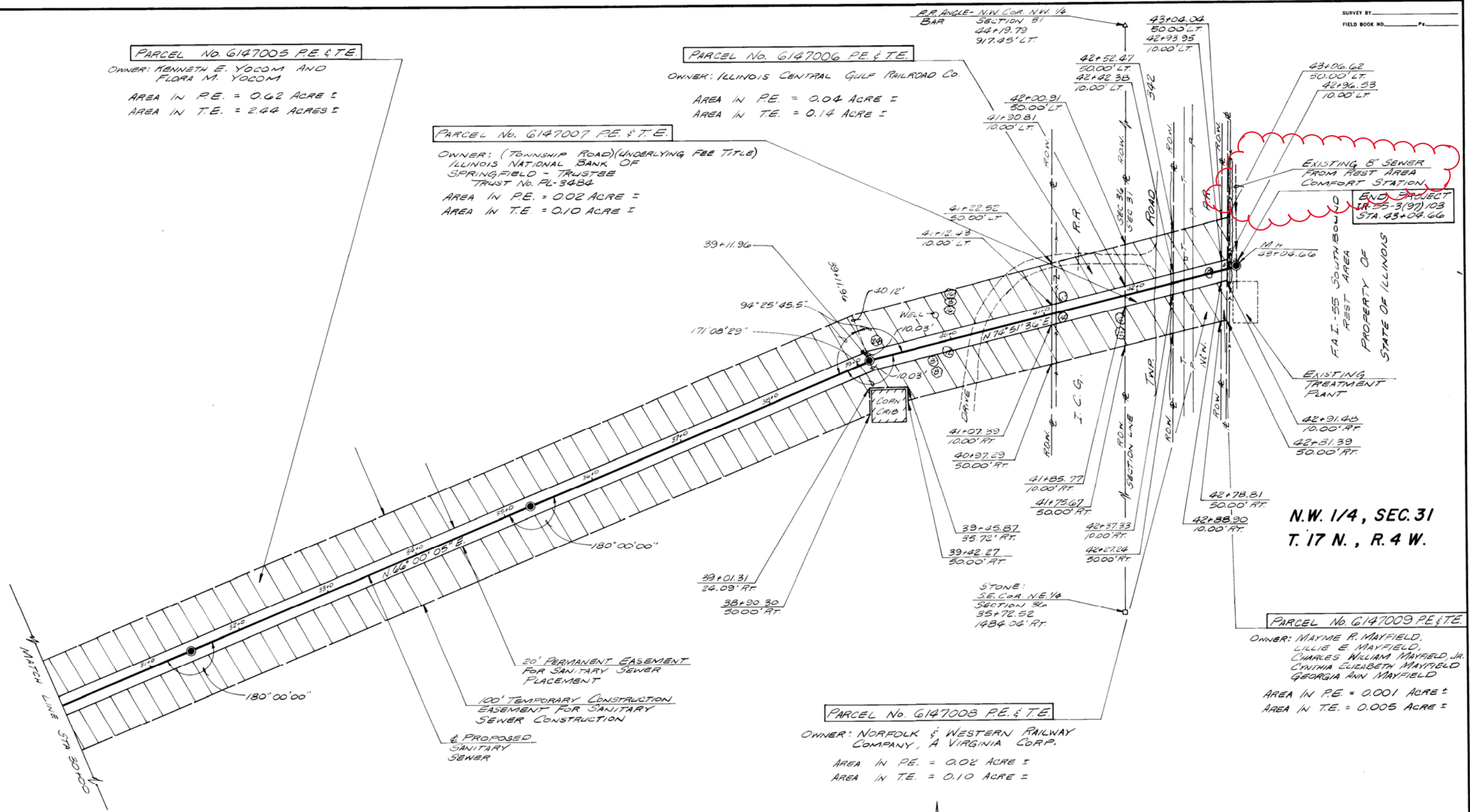
PARCEL No. 6147007 P.E. & T.E.
 OWNER: (TOWNSHIP ROAD) (UNDERLYING FEE TITLE)
 ILLINOIS NATIONAL BANK OF
 SPRINGFIELD - TRUSTEE
 TRUST No. PL-3484
 AREA IN P.E. = 0.02 ACRE ±
 AREA IN T.E. = 0.10 ACRE ±

EXISTING 8" SEWER
 FROM REST AREA
 COMFORT STATION
 END PROJECT
 IR-55-3(97)103
 STA. 43+04.66

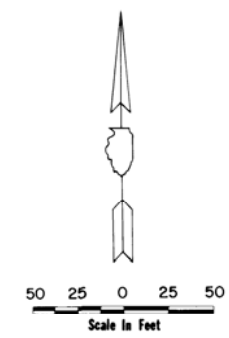
**N.W. 1/4, SEC. 31
 T. 17 N., R. 4 W.**

PARCEL No. 6147009 P.E. & T.E.
 OWNER: MAYME R. MAYFIELD,
 LILLIE E. MAYFIELD,
 CHARLES WILLIAM MAYFIELD JR.,
 CYNTHIA ELIZABETH MAYFIELD,
 GEORGIA ANN MAYFIELD
 AREA IN P.E. = 0.001 ACRE ±
 AREA IN T.E. = 0.005 ACRE ±

PARCEL No. 6147008 P.E. & T.E.
 OWNER: NORFOLK & WESTERN RAILWAY
 COMPANY, A VIRGINIA CORP.
 AREA IN P.E. = 0.02 ACRE ±
 AREA IN T.E. = 0.10 ACRE ±



**E. 1/2, N.E. 1/4, SEC. 36
 T. 17 N., R. 5 W.**



REVISIONS			STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION	
NO.	BY	DATE		
			R.O.W. PLANS FA.I-55 SOUTHBOUND REST AREA SANITARY SEWER SYSTEM NEAR SHERMAN, ILLINOIS PROJECT NO. IR-55-3(97)103, SECTION NO. 84-2-1-I SANGAMON COUNTY	
DESIGNED BY	J. A. D.		 CRAWFORD MORPHY & TILLY, Inc. Consulting Engineers Springfield, Illinois	SCALE 1" = 50'
DRAWN BY	D. S. E.			DATE 3/1982
CHECKED BY	D. L. L.			JOB NO. 7134-01
APPROVED BY	J. A. D.			SHEET 4 OF 4 SHEETS



man Blvd

ergetowne Rd

Williamsburg Rd

Wood Duck Court

Turtle Dove Dr

Crouse Ct

Gooseneck Trail

Untitled Placemark

Partridge Pass

Saratoga Chase

Timber Edge Dr

1st St

Meredith Dr

Untitled Placemark

Parkview Dr

Green Meadow Dr

Fieldside Ln

Sunkist Dr

Cornilk Ct

Harvest Ct

Arlington Chase

Zimmerman Dr

Untitled Pl

rest area

Google