

RESOLUTION 25-02

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF SPRINGFIELD, VILLAGE OF SHERMAN,
AND THE SPRINGFIELD PARK DISTRICT REGARDING THE 100th ANNIVERSARY
OF OLD ROUTE 66**

THIS AGREEMENT is entered into on the 18 day of FEB, 2025, by and between the City of Springfield (“City”), the Village of Sherman (“Village”), and the Springfield Park District (“District”).

WITNESSETH

WHEREAS, the Illinois Constitution, the Illinois Intergovernmental Cooperation Act, and the Illinois Park District Code contemplate and allow for joint agreements, undertakings, and other mergers by and between municipalities and other local governmental bodies such as park districts; and

WHEREAS, a historic section of Old Route 66 that is partially located in Carpenter Park is located along the corporate limits of the City and the Village; and

WHEREAS, the City desires to increase tourism by revitalizing a historic section of Old Route 66 that is partially located in Carpenter Park, a property owned and operated by the Springfield Park District; and

WHEREAS, the City has secured grant funding from the Illinois Department of Commerce and Economic Opportunity (DCEO) to complete projects in preparation for the 100th year anniversary of Old Route 66; and

WHEREAS, the Village supports efforts to revitalize Old Route 66 and to celebrate the 100th anniversary of Old Route 66; and

WHEREAS, the District supports efforts to revitalize Old Route 66 and to celebrate the 100th anniversary of Old Route 66; and

WHEREAS, the parties agree that a partnership between the three governmental bodies will benefit the public and establish a joint approach to revitalize the historic section of Old Route 66 to celebrate the 100th year anniversary of Old Route 66.

WHEREFORE, based upon the recitals above, the parties agree as follows:

1. **Mutual Project**. The parties to this Agreement acknowledge that the revitalization of a historic section of Old Route 66 and the celebration of the 100th year anniversary of Old Route 66 will be effectuated most efficiently through a group effort as described herein. The parties agree to cooperate to achieve the revitalization of a historic section of Old Route 66 and to celebrate the 100th anniversary of Old Route 66 as provided below. The section of Old Route 66 that is subject to this Agreement is set forth in Exhibit 1 attached hereto.

2. Under this Agreement, the City's responsibilities are as follows:

- a. Secure and utilize a DCEO grant for the funding of this Agreement;
- b. Provide any additional necessary funding related to this Agreement;
- c. Make available to pedestrians the original section of Route 66. (In doing so, the City will clean roads and debris (fallen trees, branches) from the original concrete surface (pavement) of Route 66);
- d. Oversee construction work ensuring compliance with the Management Plan for Carpenter Park Nature Preserve by June 30, 2025;
- e. Secure written approval from the appropriate authorities to complete the project including, to the extent necessary, the National Register of Historic Places and the Illinois State Historic Preservation Agency;
- f. Install interpretive panels regarding the history of Route 66 at the beginning (north west) and on the east side of the pavement;
- g. Partially remove asphalt/dirt berm at the end of the trail for a scenic river view;
- h. Install a split rail fence at the end of the existing surface;

- i. Connect newly installed fence to the adjacent property to prevent vehicular access;
 - j. Upgrade the gate post system at the road entrance to restrict vehicular access; and
 - k. Create and implement an erosion control plan.
3. Under this Agreement, the District's responsibilities are as follows:
- a. Provide contractor access to the nature preserve to complete the work described herein;
 - b. Secure an amendment to the Management Plan for Carpenter Park Nature Preserve from the Illinois Nature Preservation Commission sufficient to effectuate this Intergovernmental Agreement;
 - c. Provide a certified arborist during onsite work to protect nature preserve assets; and
 - d. Install nature preserve signs to educate public on protected lands along the Route 66 pavement;
4. Under this Agreement, the Village's responsibilities are as follows:
- a. Maintain, repair, and provide the upkeep of the section of Route 66 which is the subject of this agreement along with the trail signs, and split rail fence; and
 - b. Install trash receptacles throughout the project and maintain regular collection of debris.

5. **Limitation of Responsibilities.** Other than the responsibilities outlined above in Sections 2-4, the City, the Village, and the District have no additional financial or other responsibilities pursuant to the terms of this Agreement.

6. Notices. Any notice required to be permitted by this Agreement or given in connection herewith shall be in writing and made by personal delivery or first-class mail, postage prepaid, to the following representatives of the parties:

If to the City:

Gregory Moredock
Office of Corporation Counsel
300 South Seventh Street
Springfield, Illinois 62701

If to the Park District:

Derek Harms
Executive Director
Springfield Park District
2500 11th Street
Springfield, Illinois 62703

If to the Village:

Mayor Trevor Clatfelter
401 St. John Drive Sherman,
Illinois 62684

7. This Agreement contains the entire agreement of the parties and supersedes any and all prior agreements or oral understandings between the parties.

8. No term or provision of this Agreement may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by both parties.

9. In performance of its obligations pursuant to this Agreement, the City, the Village, and the District shall comply with all valid and applicable provisions of federal, state and local law. All limits or standards set forth in this Agreement to be observed in the performance of the Agreement are minimum requirements and shall not affect the application of more restrictive valid and applicable, federal, state or local standards to the performance of the Agreement.

10. If any term, covenant, condition or provisions (or part thereof) of this Agreement or the application thereof to any party or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of the Agreement and the application of such term or provision (or remainder thereof), to the parties or circumstances other than those as to which it is held invalid, or unenforceable, shall not be affected thereby, and shall be valid and be enforced to the fullest extent permitted by law.

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

12. This Agreement shall become effective on the date it is executed by City, the Village, and the District.

13. Unless specifically terminated by either party, this Agreement shall automatically renew on an annual basis from the date of this Intergovernmental Agreement.

IN WITNESS WHEREOF, City, the Village, and the District hereto have caused this Agreement to be made effective and executed by their respective duly authorized officials.

CITY OF SPRINGFIELD, ILLINOIS

Dated: _____

By: _____
Misty Buscher, Mayor

SPRINGFIELD PARK DISTRICT

Dated: _____

By: _____
Leslie Sgro, President

VILLAGE OF SHERMAN, ILLINOIS

Dated: 2/18/25

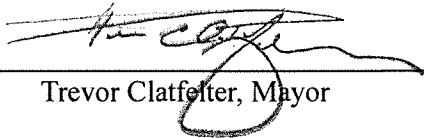
By: 
Trevor Clatfelter, Mayor

EXHIBIT 1
CARPENTER PARK



