

AGREEMENT

This agreement entered into this ____ day of _____, A.D., 2026, by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION hereinafter called the STATE, and the Village of Sherman, of the State of Illinois, hereinafter called the VILLAGE.

WITNESSETH:

WHEREAS, the STATE in order to facilitate the free flow of traffic and ensure safety to the motoring public, is desirous of improving approximately 4.3 miles of I-55 BUS/Peoria Road/Sherman Boulevard, (FAP Route 666A, State Section 27RS-7,TS-3;26RS-1, VILLAGE Section _____) by milling and resurfacing from approximately 0.2 miles north of Dirksen Parkway to approximately 0.2 miles north of Fancy Creek, providing two 12-foot and variable width through traffic lanes in each direction, a 16-foot and variable width median with 12-foot and variable width left turn lanes at Georgetowne Road, St. John Drive, Crossing Drive, Andrew Road, Village Center Road, and Wolf Creek Road, replacing traffic signals at the intersections with Cabin Smoke Trail/Carter Lane, Andrew Road, Old Tipton School Road/Meredith Drive and Andrew Road, modernizing traffic signals at the intersection with Village Center Drive, constructing new 5-foot wide PCC sidewalk in the southeast quadrant of the intersection at Meredith Drive, constructing new 8-foot wide PCC sidewalk in the northeast quadrant of the intersection at Meredith Drive, constructing new 10-foot and variable wide PCC sidewalk in the southwest quadrant of the intersection with Old Tipton School Road, repairing the box culvert (Structure No. 084-7125) approximately 480 feet north of St. John Drive, repairing median, replacing guardrail, replacing concrete curb and gutter, reconstructing entrances, and performing all other work necessary to complete the improvement in accordance with the approved plans and specifications; and

WHEREAS, the VILLAGE is desirous of said improvement in that same will be of immediate benefit to the VILLAGE residents and permanent in nature;

FAP Route 666A (I-55 BUS)
 Section: 27RS-7, TS-3; 26RS-1
 CITY Section: _____
 County: Sangamon
 Job No.: C-96-040-24
 Agreement No.: JN 626-002
 Contract No.: 72491

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 rights of way, prepare plans and specifications, 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.

2. The STATE agrees to pay for all right-of-way, construction and engineering costs, subject to reimbursement by the VILLAGE as hereinafter stipulated. The STATE will negotiate and/or coordinate with the Railroad for the adjustment of their railroad facilities.

3. It is mutually agreed by and between the parties hereto that the estimated cost and cost proration for this improvement is as follows:

Type of Work	Federal		State		Village		Total
	Cost	%	Cost	%	Cost	%	
All construction costs excluding the following:	\$11,440,000	80	\$2,860,000	20	\$0	NA	\$14,300,000
Traffic signal replacement at Meredith Dr, Old Tipton School Rd, and Cabin Smoke Tr	\$1,280,000	80	\$160,000	10	\$160,000	10	\$1,600,000
Traffic signal replacement at Andrew Rd	\$675,000	80	\$125,000	15	\$40,000	5	\$840,000
Traffic signal modernization at Village Center Dr	\$208,000	80	\$35,000	13.33	\$17,000	6.67	\$260,000
Sub Total					\$217,000		\$17,000,000
P&C Engineering 15%					\$33,000		
Total					\$250,000		

Participation and reimbursement shall be predicated by the percentages shown above for the specified work. Cost shall be determined by multiplying the final quantities times contract unit prices plus 15% for construction and preliminary engineering. Participation toward the traffic signals shown above shall not exceed \$312,500.00 which represents 125% of their estimated construction and engineering cost.

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4. The VILLAGE has passed a resolution appropriating sufficient funds to pay its share of the cost for this improvement, a copy of which is attached hereto as "Exhibit B" and made a part hereof.

The VILLAGE further agrees that upon award of the contract for this improvement, the VILLAGE will pay to the DEPARTMENT OF TRANSPORTATION of the STATE OF ILLINOIS in a lump sum from any funds allotted to the VILLAGE an amount equal to 80% of its obligation incurred under this AGREEMENT, and will pay to the said DEPARTMENT the remainder of the obligation (including any non-participating costs on FA Projects) in a lump sum, upon completion of the project based upon final costs.

5. The VILLAGE has adopted and will put into effect an appropriate ordinance, prior to the STATE's advertising for the proposed work to be performed hereunder, or shall continue to enforce an existing ordinance, requiring that parking be prohibited within the limits of this improvement, a copy of which is attached hereto as "Exhibit C", and will in the future prohibit parking at such locations on or immediately adjacent to this improvement as may be determined necessary by the STATE from traffic capacity studies.

6. The VILLAGE has adopted and will put into effect an appropriate ordinance, prior to the STATE's advertising for the proposed work to be performed hereunder, or shall continue to enforce an existing ordinance, prohibiting the discharge of sanitary sewage and industrial waste water into any storm sewers constructed as a part of this improvement, a copy of which is attached hereto as "Exhibit D".

7. Prior to the STATE advertising for the work proposed hereunder, the disposition of encroachments will be cooperatively resolved with representatives from the VILLAGE and the STATE.

The VILLAGE has adopted and will put into effect an appropriate ordinance, prior to the STATE's advertising for the proposed work to be performed hereunder, or shall continue to enforce an existing ordinance, relative to the disposition of encroachments and prohibiting, in the future, any new encroachments within the limits of the improvements, a copy of which is attached as "Exhibit E".

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8. The VILLAGE agrees not to permit driveway entrance openings to be made in the curb, as constructed, or the construction of additional entrances, private or commercial, along FAP Route 666A without the consent of the STATE.

9. The VILLAGE shall exercise its franchise rights to cause private utilities to be relocated, if required, at no expense to the STATE.

10. The VILLAGE agrees to cause its utilities installed on right of way after said right of way was acquired by the STATE or installed within the limits of a roadway after the said roadway's jurisdiction was assumed by the STATE, to be relocated and/or adjusted, if required, at no expense to the STATE.

11. Upon final field inspection of the improvement and so long as I-55 BUS (FAP 666) is used as a State Highway, the STATE agrees to maintain or cause to be maintained the median, the four through traffic lanes lying two on either side of the median and the left-turn and right-turn lanes, each lane being 10 feet and variable in width, and the curb and gutter or stabilized shoulders and ditches adjacent to those traffic lanes and turn lanes to be maintained by the STATE.

12. Upon final field inspection of the improvement, the VILLAGE agrees to maintain or cause to be maintained those portions of the improvement which are not maintained by the STATE, including sidewalks, crosswalk and stopline markings, VILLAGE owned utilities including appurtenances thereto, decorative lighting in the center median from north of St. John Street to south of Andrew Road, including furnishing the electrical energy therefore, and shall maintain the storm sewers and appurtenances by performing those functions necessary to keep the sewer in a serviceable condition including cleaning sewer lines, inlets, manholes, and catch basins along with the repair or replacement of inlet, manhole and catch basins' frames, grates or lids. The maintenance, repair and/or reconstruction of storm sewers constructed as part of this improvement beyond the aforescribed responsibilities shall be that of the STATE.

The VILLAGE further agrees to continue its existing maintenance responsibilities on all side road approaches under its jurisdiction, including all left and right turn lanes on said side road

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approaches, up to the through edge of pavement of I-55 BUS (FAP 666). Drainage facilities, if any, at the aforementioned side roads located within the STATE right-of-way shall be the joint maintenance responsibility of the STATE and the VILLAGE unless there is an agreement specifying different responsibilities.

13. Upon acceptance by the STATE of the traffic signal work included herein the responsibility for maintenance and energy shall continue to be as outlined in the Master Agreement executed by the STATE and the VILLAGE on July 1, 2021 and in any subsequent amendments thereto.

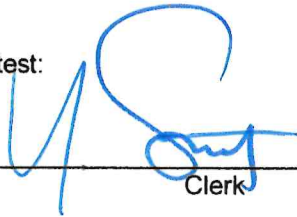
14. The VILLAGE agrees to provide written approval of that portion of the plans and specifications relative to the VILLAGE financial and maintenance obligations described herein, prior to the STATE's advertising for the aforescribed proposed improvement.

15. Obligations of the STATE and VILLAGE will cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available funds for this contract.

16. This AGREEMENT and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded within the three years subsequent to execution of the agreement.

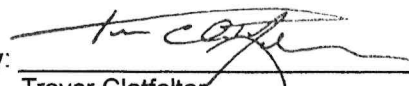
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This agreement shall be binding upon and to the benefit of the parties hereto, their successors and assigns.

Attest: 

Clerk

VILLAGE OF SHERMAN

By: 

Trevor Clatfelter
Village Board President

Date: 6/5/26



STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _____
Teresa C. Price, P.E.
Region 4 Engineer

Date: _____

"EXHIBIT C"

7-2-1: PARKING PROHIBITED ON CERTAIN STREETS:

By resolution, motion or ordinance, the Village Board of Trustees may designate certain streets, or portions thereof, to be "No Parking On Street" Zones which shall be subject to the requirements of this title. Signs shall be posted indicating the appropriate no parking places. (2010 Code)

"EXHIBIT D"

8-3-5: DISCHARGES INTO PUBLIC SYSTEM:

A. Stormwater And Surface Water Runoff:

1. No person shall discharge, or cause to be discharged, any stormwater, surface water, groundwater, roof runoff, subsurface drainage, uncontaminated cooling water, or unpolluted industrial process waters to any sanitary sewer.
2. Stormwater and all other unpolluted drainage shall be discharged to such sewers as are specifically designated as storm sewers, or to a natural outlet approved by the village. Industrial cooling water or unpolluted process waters may be discharged, on approval of the village, to a storm sewer or natural outlet.

B. Prohibited Discharges:

1. No user shall contribute or cause to be contributed, directly or indirectly, any pollutant or wastewater which will interfere with the operation or performance of the publicly owned treatment works (POTW) or will pass through the POTW.
2. No user shall contribute or cause to be discharged, directly or indirectly, any of the following described substances into a village sewer or otherwise to the facilities of the SMSD:
 - a. Any liquids, solids or gases which, by reason of their nature or quantity, are, or may be, sufficient, either alone or by interaction, to cause fire or explosion or be injurious in any other way to the operation of the POTW.
 - b. Solids or viscous substances, including fats, oil or grease, which will or may cause obstruction to the flow in a sewer or other interference with the operation of the POTW.
 - c. Any wastewater having a pH less than 5.0 or an extreme base condition or having any other corrosive property capable of causing damage or hazard to structures, equipment, or personnel of the system.
 - d. Any wastewater containing toxic pollutants in sufficient quantity, either singly or by interaction, to injure or interfere with any wastewater treatment process, constitute a hazard to humans or animals, or exceed the limitation set forth in national categorical pretreatment standards promulgated by the USEPA in accordance with section 307(b) and (c) of the act.
 - e. Any noxious or malodorous liquids, gases, or solids which, either singly or by interaction, are capable of creating a public nuisance or hazard to life or are sufficient to prevent entry into the district sewers for their maintenance and repair.
 - f. Any substance which may cause the SMSD effluent or treatment residues, sludges, or scums to be unsuitable for reclamation and reuse or to interfere with the reclamation process. In no case shall a substance discharged to the SMSD cause the SMSD to be in noncompliance with sludge use or disposal criteria; the SMSD IEPA sludge disposal operating permit, guidelines or regulations developed under section 405 of the act; or any criteria, guidelines, or regulations affecting sludge use or disposal developed pursuant to the solid waste disposal act, the clean air act, the toxic substances control act, or state standards applicable to the sludge management method being used.
 - g. Any substance which will cause the SMSD to violate its NPDES permit and/or other IEPA sludge disposal operating permits.
 - h. Any substance with objectionable color not removed in the treatment process, such as, but not limited to, dye wastes and vegetable tanning solutions.
 - i. Any wastewater having a temperature at the point of discharge to the POTW which will inhibit biological activity in the POTW treatment plant resulting in interference. In no case shall wastewater be introduced to the district facilities which exceeds sixty five degrees centigrade (65°C) (140°F) at the SMSD treatment plant.
 - j. Any slug load.
 - k. Any wastewater containing any radioactive wastes or isotopes of such half life or concentration as exceeds limits established by the SMSD in compliance with applicable state or federal regulations.
 - l. Any wastewater which causes a hazard to human life or creates a public nuisance.

C. Industrial Discharges: Industrial users must comply with all applicable ordinances of the SMSD. In addition, industrial wastes must be handled in a manner which will create no local hazards or nuisances for workers or village inhabitants. (1984 Code § 7-4-4)

"EXHIBIT E"

8-1-4: STREET CUTS AND DIRECTIONAL BORING FOR UTILITY INSTALLATION AND REPAIR:

A. Prohibited: It shall be unlawful for any person, firm, or corporation to cut, dig, trench, excavate, grade, tunnel, bore, or in any way disturb any road, street, alley, sidewalk, curb, roadside ditch, right-of-way, or other public place for any purpose whatsoever without:

1. Filing and obtaining a written street cut and bore permit with the Village of Sherman;
2. Executing a bond to cover all damages occasioned by such work; and
3. Restoration of the area in good condition and in the manner provided for by the terms of this section.

B. Emergencies: In the case of an emergency, cutting and excavation may proceed without delay on condition that within twenty four (24) hours after the commencement of such cutting or excavation, a bond shall be posted, notice of such work shall be given, and a street cut permit shall be applied for and obtained from the Village.

C. Permit Exemptions: Street cut and boring permits will not be required for excavations made under contract with or by order of the Village of Sherman through its proper officials, nor to construction of any private entrances, driveways, or approaches in connection with any street in the Village street system or the installation or replacement of sidewalks, or for the installation of landscaping.

D. Bond And Fee Exemptions: The provisions of this section which pertain to bonds and fees shall not apply to work being done by any city, town, municipal corporation, or any agency of the State, or by any special taxing or service district established by law, provided that such entities shall give the Village at least twenty four (24) hours notice of such work and shall comply with all other applicable provisions of this section.

E. Utility Poles Along Right-Of-Way: The provisions of this section pertaining to permits, bonds and fees shall not apply to the setting and maintaining of utility poles and their appurtenances along Village street right-of-way by a public utility.

F. Street Cut Permit: Any person, firm or corporation desiring to cut, dig, trench, excavate, grade, tunnel, bore, or install any pole or disturb any road, street, alley, sidewalk, curb, roadside ditch, right-of-way, or other public place, shall make application for a street cut permit. Application shall be submitted with all fees at least three (3) days prior to beginning the work. Permit fees for the said work shall be set at three hundred dollars (\$300.00) per location. The application shall include the following information:

1. Location and purpose of the proposed work.
2. Estimated time or dates when the work will be performed.
3. Estimated length, width, and depth of the proposed work.
4. Type and dimensions of existing pavement or sidewalk to be cut.
5. Name, address, and contact information of contractor performing the work.
6. Scalable plan drawing showing proposed work and all existing features within the work area including pavement, utilities, mailboxes, driveways, and other features.

G. Applicant Compliance: Applicant for permit shall agree to the following:

1. Village Engineer shall have the right to prescribe the method of the proposed cut, dig, trench, excavation, grade, tunnel, bore, and the location and the time the proposed work will be performed.
2. Applicant will maintain the road surface, which has been disturbed, in a smooth and uniform condition for a period of one year after the traffic is again permitted to pass over such filled trench or maintain the area cut outside the pavement surface but within the right-of-way to the condition similar to the immediate surrounding area for a period of one year. The maintenance is to meet the approval of the Village Engineer.
3. Applicant will erect and maintain all necessary barricades, detour signs, warning signals, and lights by night in accordance to the Manual of Uniform Traffic Control Devices (latest edition). A flagman shall be provided by the permittee at any location where traffic is limited to one lane.
4. Applicant shall take all responsibility for any injury or damage resulting to persons or property because of such work.
5. Applicant shall conspicuously display the name and telephone number of the project foreman at the site of the work, for the duration of the project.

H. Bond: Whenever such application is approved, the applicant shall be required to provide a bond to the Village of Sherman, with surety to be approved by the Village Engineer. Said bond shall guarantee that the place where said work is to be done shall be restored to a condition and in the manner provided by the provisions of this section.

1. Such bond shall be in the sum of:

a. Two thousand dollars (\$2,000.00) for each separate crossing of any public right-of-way where the area of pavement removed and replaced is less than or equal to forty (40) square feet in area. Should the area of pavement removal and replacement exceed forty (40) square feet, the bond shall be increased by the rate of fifty dollars (\$50.00) per square foot.

- b. Two thousand dollars (\$2,000.00) for each separate crossing of any public right-of-way by directional bore.
- c. Five thousand dollars (\$5,000.00) per block or parts thereof, for each separate cut or bore which parallels or crosses any public right-of-way for distance of one Village block.

2. Such bond shall provide for the surety to guarantee that the principal of said bond shall faithfully perform all duties imposed upon said principal for each and every utility crossing according to the requirements of this section. Such bond shall remain in full force for a period of three (3) years from the date of the completion of the permittee's work to assure that no hidden damage to pavement or infrastructure occurs. No permit shall be issued until such bond has been filed with and approved by the Village Engineer.

3. A cashier's check or certified check payable to the Village of Sherman, in the same sum as designated herein for such bond, or a letter of credit issued by a financial institution approved by the Village of Sherman in the same sum designated for the bond may be filed in lieu of a surety bond. Public utilities may submit an indemnifying agreement acceptable to the Village Engineer in lieu of a bond, cashier's check, certified check, or letter of credit.

I. Time Limit: The holder of any permit issued which grants permission to cut, dig, trench, grade, excavate, tunnel, or bore in any right-of-way as provided by this section shall complete all work and make all repairs within ninety (90) days from the issuance of the permit. The Village Engineer may extend the time for the completion of the work for which the permit was granted. Any work requiring removal of roadway or street pavement shall be completed within fourteen (14) calendar days after beginning work in the roadway at that location.

J. Temporary Repairs: If weather conditions do not allow permanent repairs to be completed, the permittee shall make temporary pavement repairs. Said temporary repairs shall be made with asphalt cold mix and shall be maintained by the permittee until permanent repairs can be made.

K. Open Cut And Boring Requirements: All work and repair described herein shall be done in accordance with the following specifications:

1. Open Cuts: Any open cuts through sidewalk, curb and gutter, pavement, or other hard surface shall be made by sawcutting for the full depth of the hard surface. Sawcut lines shall be neat and straight.

2. Inspection: After excavation and utility installation or connection is complete, the permittee shall contact the Village Engineer for an inspection of the installation prior to backfilling. Any damage to the existing utility or adjacent pavement, curb, or gutter resulting from the permittee's operations shall be repaired to the satisfaction of the Village Engineer at the permittee's expense.

3. Backfilling: All backfilling of open cuts in streets or roadways shall be made from the bottom of the excavation to the bottom of the pavement using a flowable fill or controlled low strength material (CLSM). The material and construction methods shall be as specified in section 593 of the latest edition of the IDOT Standard Specifications for Road and Bridge Construction.

4. Restoration: Street and roadway pavements shall be restored in accordance with the applicable sections of the latest IDOT Standard Specifications for Road and Bridge Construction as follows:

a. Asphalt Pavements:

(1) Granular base course, CA6 having minimum thickness of eight inches (8") or the existing base course thickness whichever is thicker.

(2) Hot-mix asphalt surface course mix "C", N50 having minimum thickness of three inches (3") or the existing pavement thickness whichever is thicker.

b. Concrete Pavements:

(1) Granular base course, CA6 having minimum thickness of eight inches (8") or the existing base course thickness whichever is thicker.

(2) Portland cement concrete pavement of the type and thickness of the existing pavement.

c. Curb, Gutter, Sidewalk:

(1) Match existing in type, material, and dimension.

5. Directional Bore Requirements:

a. All directional bored utilities shall have a minimum of four feet (4') of cover between the utility and the road surface. Directionally bored utilities shall have a minimum of three feet (3') of cover between the utility and ditch bottoms.

b. Directional bore pits shall be located, at least, ten feet (10') off the edge of road pavement in rural sections and six feet (6') behind the back of curb in urban sections.

c. The applicant shall be responsible for correction of any distortion caused by his operation of any road or street. The method of correction shall be approved by Village Engineer.

d. Pipe materials for directions drilling shall be either:

- (1) Class 350 ductile iron pipe.
- (2) High density polyethylene pipe (HDPE).
- (3) Restrained joint PVC pipe.

6. Tracer Wire: A tracer wire shall be installed with the pipe regardless of pipe material. Tracer wire shall be 10-gage or larger solid hard drawn insulated copper wire.

L. Violation: Any person, firm, or corporation who violates any provision of this section shall be subject to a fine not to exceed one thousand dollars (\$1,000.00) and not to be lower than two hundred fifty dollars (\$250.00). Each day of violation shall constitute a separate offense. In addition to the penalties set forth herein, any person, firm or corporation who violates any provision of this section shall be liable for actual damages and restitution caused by work performed without the proper bonding or permit. (Ord. 2013-7, 7-2-2013)

FAP 666A (I-55 BUS / Sherman Boulevard)
Section: 27RS-7, TS-3; 26RS-1
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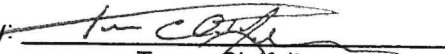
FINAL PLAN APPROVAL

WHEREAS the VILLAGE OF SHERMAN and the STATE OF ILLINOIS, acting through its DEPARTMENT OF TRANSPORTATION, will enter into a maintenance agreement for the improvement of I-55 BUS (FAP 666A) from approximately 0.2 miles north of Dirksen Parkway to approximately 0.2 miles north of Fancy Creek; and

WHEREAS, in order to facilitate said improvement and in anticipation of said agreement, the VILLAGE OF SHERMAN hereby gives written approval of that portion of the plans and specifications relative to the VILLAGE financial and maintenance obligations:

FINAL PLANS APPROVED this 5th day of JUNE, 2026

For: VILLAGE OF SHERMAN

By: 
Trevor Claffelter
President, Village of Sherman

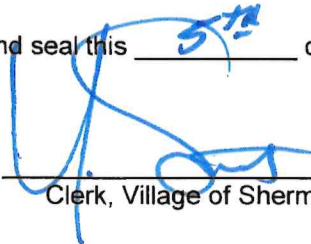
Date: 6-5-26

MUNICIPAL
CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF SANGAMON)

I, MICHAEL STRATTON, Clerk in and for the Village of Sherman of the State of Illinois, hereby certify that TREVOR J CLATFELTEN, Village Board President of the Village of Sherman, was duly authorized to execute the foregoing Agreement on behalf of the Board of Trustees of the Village of Sherman, pursuant to an ordinance adopted by the Board at a meeting on JUNE 5, 2026.

IN TESTIMONY WHEREOF, I have hereunto set my hand seal this 5TH day of JUNE AD, 2026.



Clerk, Village of Sherman



72491 LOCATION MAP

"EXHIBIT A"

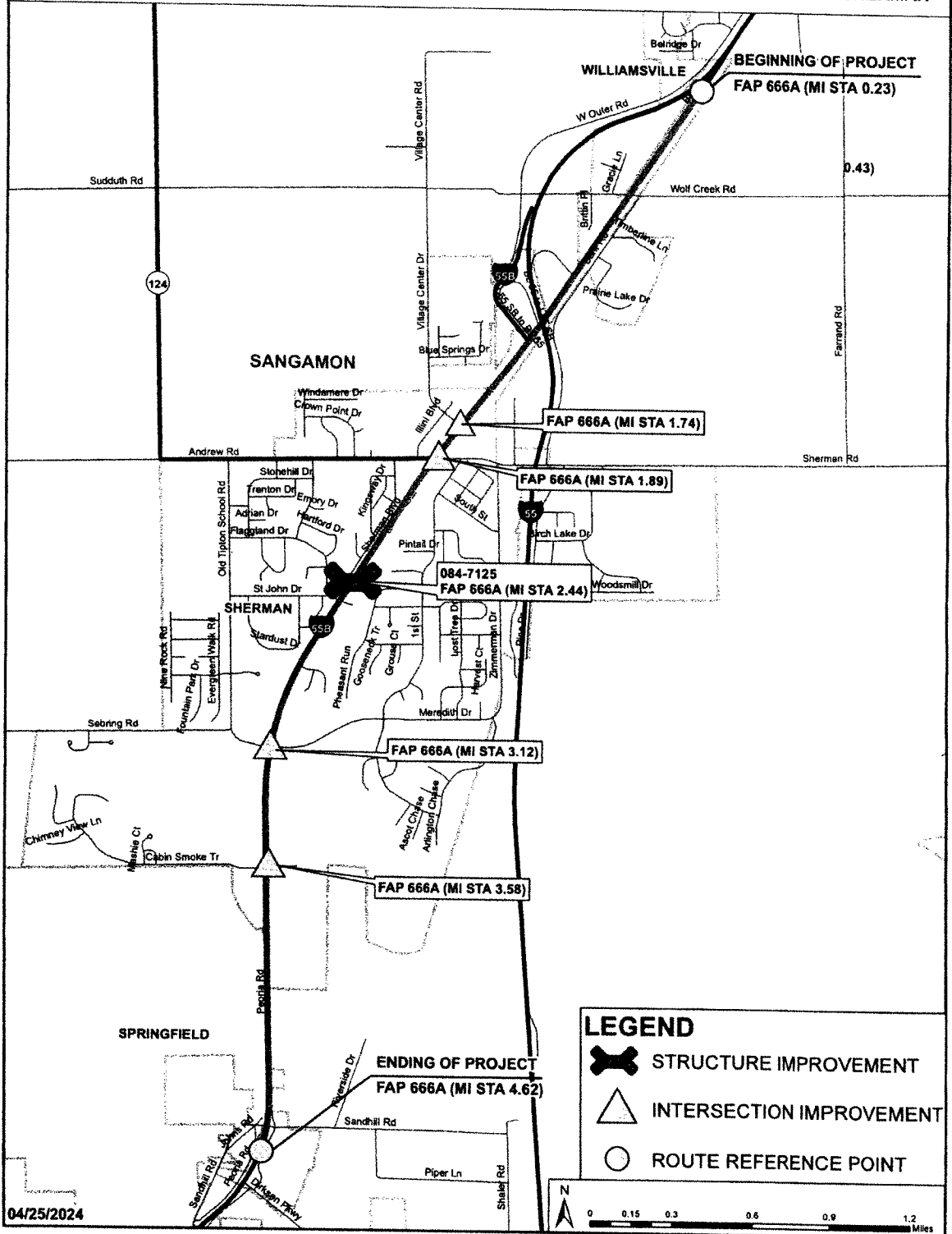
6-01147-0000: I-55B - 0.2 MI N OF FANCY CREEK IN SHERMAN
TO 0.2 MI N OF DIRKSEN PKWY IN SPRINGFIELD

6-01147-0100:
I-55B - AT ANDREW RD, OLD TIPTON SCHOOL RD
MEREDITH DR & CABIN SMOKE TRAIL
CARTER LN (ALL IN SHERMAN)

6-01147-0300:
I-55B - AT VILLAGE CENTER DR IN SHERMAN

6-01147-0200:
I-55B - AT FANCY CREEK 0.8 MI N &
DITCH 1.2 MI S OF I-55 AT SHERMAN INTCHG

6-01147-0400:
I-55B - VILLAGE CENTER DR TO
CABIN SMOKE TRAIL / CARTER LN IN SHERMAN



04/25/2024

