

AN ORDINANCE REGULATING ENCROACHMENT  
ON PUBLIC RIGHT OF WAY IN THE VILLAGE OF CHATHAM  
SANGAMON COUNTY, ILLINOIS

WHEREAS, the Village of Chatham, hereinafter known as the VILLAGE, and that State of Illinois, acting by and through its Department of Transportation, hereinafter known as the STATE, have entered into an Agreement relative to the improvement of Illinois Route 4 (FA Route 68, State H-RS-6, Village Section 76-00010-00-TL), from one mile north of the north corporate limits of Chatham to the south corporate limits of Chatham; and,

WHEREAS, in order to facilitate said improvement, it is necessary for the VILLAGE to adopt an ordinance regulating encroachments on the right of way for said improvement in accordance with the following definition:

Roadway Right of Way is defined as those areas existing or acquired by dedication or by fee simple for highway purposes; also, the areas acquired by temporary easement during the time the easement is in effect;

Project Right of Way is defined as those areas within the project right-of-way lines established jointly by the VILLAGE, STATE, and the Federal Highway Administration, which will be free of encroachments except as hereinafter defined;

Encroachment is defined as any building, fence, sign or any other structure or object of any kind (with the exception of utilities and public road signs), which is placed, located or maintained, in, on, under, or over any portion of the project right of way or the roadway right of way where no project right of way line has been established.

Permissible Encroachment is defined as any existing awning, marquee, advertising sign or similar overhanging

structure supported from a building immediately adjacent to the limits of the platted street where there is a sidewalk extending to the building lane and which does not impair the free and safe flow of traffic on the highway, the permissive retention of overhanging signs is not to be construed as being applicable to those signs supported from poles constructed outside the project right-of-way line and not confined by adjacent buildings;

Construction Easement Area is defined as the area lying between the project right-of-way limits and the platted street limits within which the VILLAGE, by concurrence in the establishment of the project right-of-way lines, will permit the STATE to enter to perform all necessary construction operations; and,

WHEREAS, representatives of the VILLAGE, the STATE, and the Federal Highway Administration have, by visual inspection, cooperatively established project right-of-way lines and have mutually determined the disposition of encroachments;

NOW, THEREFORE, BY IT ORDAINED, by the Village of Chatham, Sangamon County, Illinois:

Section 1: It shall be unlawful for any person, firm, or corporation to erect or caused to be erected, to retain or cause to be retained, any ENCROACHMENT (herein above defined), except as provided in Section 3, within the limits of the project right of way or roadway right of way, where no project right-of-way lines have been established.

Section 2: Project right-of-way lines have been established at the following locations:

(a)

Section 3: Revocable permits have been issued by the VILLAGE for the temporary retention of the following PERMISSIBLE ENCROACHMENTS (herein above defined):

(a)

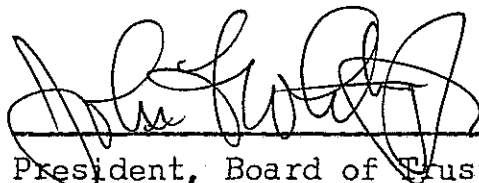
Section 4: This ordinance is intended to and shall be in addition to all other ordinances, rules and regulations concerning encroachments and shall not be construed as repealing or rescinding any other ordinance or part of any ordinance unless in direct conflict therewith.

Section 5: Any person, firm or corporation violating this ordinance shall be fined not less than FIFTY (\$ 50.00 ) nor more than Two Hundred & Fifty (\$ 250.00 ) for every offense, and a separate offense shall be deemed committed for each and every day during which a violation continues or exists.

Section 6: This ordinance shall be published one time(s) within 10 days after its passage in a newspaper having a general circulation in the Village of Chatham, Illinois, and shall be in full force and effect after its passage, publication and approval as provided by law.

PASSED May 24, 1977

APPROVED 5/24, 1977



President, Board of Trustees  
Village of Chatham

ATTEST:

Kathleen A. Glesby  
Village Clerk

AGREEMENT

This Agreement, entered into this 24<sup>th</sup>  
day of May, A.D., 1977, between the STATE OF  
ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION,  
hereinafter called the STATE, and the VILLAGE OF CHATHAM,  
of the State of Illinois, hereinafter called the VILLAGE.

WITNESSETH:

WHEREAS, the STATE, in order to facilitate the free flow of traffic and insure safety to the motoring public, is desirous of improving approximately 11,725 lineal feet of Illinois Route 4 (F.A. Route 68, State Section H-RS-6, Village Section 76-00010-00-TL) from one mile north of the north corporate limits of Chatham to the south corporate limits of Chatham, by widening the roadbed from its present typical pavement width of twenty feet, to a width of twenty-four feet and variable, constructing ten foot wide stabilized shoulders, constructing storm sewers and appurtenances for highway drainage, removing the existing school signals at the intersection of Illinois Route 4 and Mulberry Street, installation of traffic signals at the intersection of Illinois Route 4 and Walnut Street, and by performing all other work necessary to complete the improvement in accordance with the approved plans and specifications; and,

WHEREAS, a portion of the improvement lies within the corporation limits of the VILLAGE; and

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

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, 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 all rights of way, construction and engineering costs, subject to reimbursement by the VILLAGE, as hereinafter stipulated.

3. Upon completion of the improvement and so long as the route is used as a State Highway, the STATE agrees to maintain, or cause to be maintained, the two twelve-foot through traffic lanes, all shoulders and gutter constructed adjacent to the through traffic lanes within the Village Corporate Limits and the highway facility in its entirety, outside the Village Corporate Limits.

4. The STATE agrees to reimburse the VILLAGE for the cost of adjusting the village-owned electric facilities within the Corporate Limits of the Village in accordance with the approved Utility Adjustment Agreement, dated May 9, 1975.

5. It is mutually agreed by and between the parties hereto that the estimated cost of the improvement is as follows:

Construction Costs	\$1,330,000
Engineering Costs	120,000
Right of Way Costs	<u>50,000</u>
TOTAL	\$1,500,000

6. The VILLAGE agrees to reimburse the STATE for 15% of all engineering and construction costs for installing traffic control signals at the intersection of Illinois Route 4 with Walnut Street. The total cost to the VILLAGE is estimated to be \$5,000.

7. The VILLAGE has passed a resolution appropriating

sufficient Motor Fuel Tax Funds to pay its share of the cost of this improvement, a copy of which is attached as "Exhibit A", and made a part hereof.

8. The VILLAGE has adopted and will put into effect, an ordinance which prohibits parking on either side of Main Street, (Ill. Route 4), within the Corporate Limits of the VILLAGE, a copy of which is attached hereto as "Exhibit B".

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

10. The VILLAGE agrees to adjust or cause to be adjusted, all Village-owned electric facilities necessitated by this improvement, subject to reimbursement by the STATE as stipulated previously. The VILLAGE further agrees to exercise its franchise rights to cause private utilities to be relocated at no expense to the STATE.

11. The VILLAGE agrees to comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and nondiscrimination regulations required by the U.S. Department of Transportation.

12. The VILLAGE agrees to provide, prior to the STATE'S advertising for the work to be performed hereunder, approval of the plans and specifications as prepared, by resolution or letter.

13. The VILLAGE agrees not to permit driveway entrance openings without the consent of the STATE.

14. Upon completion of the improvement, the VILLAGE agrees to maintain, or cause to be maintained, those portions of the improvement within the Village Corporate Limits, which

are not to be maintained by the STATE, including gutter flags, sidewalks, manholes, catch basins, storm sewers, utilities, and appurtenances. The VILLAGE will maintain or cause to be maintained, all traffic signals, in accordance with the maintenance provisions presented in "Exhibit E" attached and furnish the energy for the operation of all traffic signals.

The STATE reserves the right to take over the maintenance of the traffic signals upon giving the VILLAGE a written notice not less than thirty days in advance, and to bill the VILLAGE for the cost of such maintenance if the VILLAGE fails to maintain the traffic signals in accordance with these provisions.

15. The STATE retains the right to control the sequence and timing of the traffic signals.

16. Prior to the STATE advertising for work to be performed hereunder, the disposition of encroachments will be cooperatively determined with representatives from the VILLAGE, the STATE, and the Federal Highway Administration. The VILLAGE has adopted, and will put into effect, prior to the STATE'S advertising for the work to be performed hereunder, an appropriate ordinance relative to the disposition of encroachments and prohibiting, in the future, any new encroachments within the limits of the improvement, a copy of which is attached as "Exhibit D".

17. 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 by January 1, 1979.

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

