

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING AN AGREEMENT WITH THE STATE OF ILLINOIS
FOR IMPROVEMENTS TO U.S. 51
FROM ITS INTERSECTION WITH PERSHING ROAD (IL 121) NORTH TO ITS
INTERSECTION WITH INTERSTATE 72
CITY PROJECT 2021-06**

WHEREAS, the CITY OF DECATUR has entered into an AGREEMENT with the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION, for the improvement of FAP 710 (U.S. 51), known as State Section (48Z2&3, 50Z2&3,50R)RS-3 from its intersection with Pershing Road (IL 121) north to its intersection with Interstate 72 in Decatur and,

WHEREAS, in compliance with the aforementioned AGREEMENT, it is necessary for the CITY of DECATUR to appropriate sufficient funds to pay its share of the cost of said improvement;

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DECATUR,
ILLINOIS:**

Section 1. That the Agreement between the City of Decatur and the State of Illinois, for the improvement of U.S.51., from its intersection with Pershing Road (IL 121) north to its intersection with Interstate 72 and it is hereby, received and placed on file.

Section 2. That the Mayor and City Clerk be, and they are hereby authorized and directed to execute an Agreement between the City of Decatur, Illinois, and the State of Illinois, acting through its Department of Transportation, attached hereto as Exhibit 1 and made a part hereof, in the amount of \$7,200.

Section 3. That the CITY OF DECATUR has appropriated the sum of Seven Thousand, Two Hundred (\$7,200) or so much thereof as may be necessary, from any money now or hereafter allotted to the CITY OF DECATUR to pay its share of the cost of this improvement as provided in the AGREEMENT; and

Section 4. That upon award of the completion of the contract for this improvement, the CITY OF DECATUR will pay to the DEPARTMENT OF TRANSPORTATION of the STATE OF ILLINOIS in a lump sum from any funds allotted to the CITY OF DECATUR, an amount equal to 100% of its obligation incurred under this AGREEMENT based upon final costs.

Section 5. That the CITY OF DECATUR agrees to pass a supplemental resolution to provide any necessary funds for its share of the cost of this improvement if the amount appropriated herein proves to be sufficient to cover said cost.

Section 6. That the Clerk shall immediately transmit two certified copies of this resolution to the district office of the Department of Transportation, at Effingham, Illinois.

PRESENTED and ADOPTED this 1st day of March, 2021.

JULIE MOORE WOLFE, MAYOR

ATTEST: (SEAL)

KIM L. ALTHOFF, CITY CLERK

STATE OF ILLINOIS)
COUNTY OF MACON)

I, _____, Clerk in and for the CITY OF DECATUR, hereby certify the foregoing to be a true, perfect and complete copy of the resolution adopted by the CITY OF DECATUR at a meeting on _____, 2021

Clerk

(SEAL)

APPROVED:
DEPARTMENT OF TRANSPORTATION

Jeffrey M. South, P.E.
Region Four Engineer

Date

Exhibit 1

FAP 710 (Business U.S. 51)
Section: (48Z2&3,50Z2&3,50R)RS-3
CITY Section: 21-00106-00-TL
Macon County
Job No.: C-97-083-13
Agreement No.: JN 721 003
Contract No.: 74637

AGREEMENT

This agreement entered into this ____ day of _____, A.D., 2021, by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION hereinafter called the STATE, and the CITY OF DECATUR, in the State of Illinois, hereinafter called the CITY.

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 11,375 feet (2.15 miles) of FAP 710 (Business U.S. 51), State Section (48Z2&3,50Z2&3,50R)RS-3, CITY Section 21-00106-00-TL from its intersection with Pershing Road (IL 121) north to its intersection with Interstate 72 in Decatur, by milling and resurfacing, patching, repairing curb, gutter and medians, constructing Americans with Disabilities Act (ADA) compliant curb ramps, improving pedestrian signals of existing traffic signal systems, replacing existing bridge joints and by performing all other work necessary to complete the section in accordance with the approved plans and specifications; and

WHEREAS, the improvements to FAP 710 (Business U.S. 51) shall consist of:

1. SOUTHBOUND BUSINESS U.S. 51 (MAIN STREET) FROM NORTH EDGE OF PAVEMENT OF PERSHING ROAD (IL 121) TO THE SOUTH APPROACH OF STRUCTURE NO. 058-0004: Mill and resurface the existing hot-mix asphalt pavement, retaining the existing curbs and variable pavement width, providing for three 12-foot wide through traffic lanes (reducing to two lanes north of Christine Drive) and variable-width turn lanes, all in the southbound direction;
2. NORTHBOUND BUSINESS U.S. 51 (WATER STREET) FROM NORTH EDGE OF PAVEMENT OF PERSHING ROAD (IL 121) TO THE SOUTH APPROACH OF STRUCTURE NO. 058-0015: Mill and resurface the existing hot-mix asphalt pavement, retaining the existing

curbs and variable pavement width, providing for three 12-foot wide through traffic lanes (reducing to two lanes north of Christine Drive) and variable-width turn lanes, all in the northbound direction;

3. STRUCTURE NUMBERS 058-0004 AND 058-0015 CARRYING BUSINESS US 51 OVER SPRING CREEK: Establish lane closures for stage construction and replace existing structure expansion joints;
4. BUSINESS U.S. 51 FROM THE NORTH ABUTMENT OF STRUCTURE NUMBERS 058-0004 AND 058-0015 TO MARK AVENUE: Mill and resurface the existing hot-mix asphalt pavement, providing for a 70-foot edge-to-edge pavement width, retaining the existing curb and gutters and providing for four 12-foot wide through traffic lanes, two in each direction and a 22-foot wide and variable concrete median with variable width left-turn lanes;
5. MOUND AVENUE INTERSECTION (MARK AVENUE TO STEPHANIE DRIVE): Mill and resurface the existing variable-width pavement, retaining the existing variable-width concrete median and providing for two 12-foot wide through traffic lanes in each direction and 12-foot wide (and variable) left and right-turn lanes; modernize existing pedestrian signaling and improve curb ramps to comply with the Americans with Disabilities Act (ADA) at the intersection of FAP 710 (Business U.S. 51) and Mound Avenue;
6. STEPHANIE DRIVE TO MARYLAND HEIGHTS ROAD: Mill and resurface the existing hot-mix asphalt pavement, providing for a 70-foot edge-to-edge pavement width, retaining the existing curb and gutters and providing for four 12-foot wide through traffic lanes, two in each direction and a 22-foot wide and variable concrete median with variable width left-turn lanes;
7. ASH AVENUE INTERSECTION (MARYLAND HEIGHTS ROAD TO 675 FEET NORTH OF ASH AVENUE): Mill and resurface the existing variable-width pavement, retaining the existing variable-width concrete median and providing for two 12-foot wide through traffic lanes in each direction and 12-foot wide (and variable) left and right-turn lanes; modernize existing pedestrian signaling and improve curb ramps to comply with the Americans with Disabilities Act (ADA) at the intersection of FAP 710 (Business U.S. 51) and Ash Avenue;

8. 675 FEET NORTH OF ASH AVENUE TO SOUTH APPROACH OF STRUCTURE NUMBER 058-0136: Mill and resurface the existing hot-mix asphalt pavement, providing for an 85-foot edge-to-edge pavement width, retaining 10-foot wide hot-mix asphalt shoulders and providing for four 12-foot wide through traffic lanes, two in each direction, and an 18-foot wide and variable concrete median. Mill and resurface the existing hot-mix asphalt right-turn lane and specified portion of the Prospect Drive Connector;
9. INTERSTATE 72 INTERCHANGE RAMPS: Mill and resurface the specified portions of existing variable-width hot-mix asphalt pavement, retaining hot-mix asphalt shoulders of the widths indicated;

and all other work necessary to complete the improvement in accordance with the approved plans and specifications; and

WHEREAS, the CITY is desirous of said improvement in that same will be of immediate benefit to CITY 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, 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 construction and engineering costs, subject to reimbursement by the CITY as hereinafter stipulated.
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		CITY		Total
	Cost	%	Cost	%	Cost	%	
All construction costs excluding the following:	\$4,160,000	80	\$1,040,000	20	\$ 0	NA	\$5,200,000
Traffic Signal Revisions at Mound Road	\$20,000	80	\$2,500	10	\$2,500	10	\$25,000
Traffic Signal Revisions at Ash Avenue	\$20,000	80	\$2,500	10	\$2,500	10	\$25,000
<i>Subtotal</i>	<i>\$4,200,000</i>		<i>\$1,045,000</i>		<i>\$5,000</i>		<i>\$5,250,000</i>
P&C Engineering (15%)	\$630,000		\$156,750		\$750		\$787,500
<i>Total</i>	<i>\$4,830,000</i>		<i>\$1,201,750</i>		<i>\$5,750</i>		<i>\$6,037,500</i>

Participation and reimbursement shall be predicated by the percentages shown above for the specified work. Cost shall be determined by multiplying the final quantities by the contract unit prices plus 15% for construction and preliminary engineering. Participation toward traffic signals shown above shall not exceed \$7,200 which represents 125% of their estimated construction and engineering cost.

4. The CITY 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 A" and made a part hereof.

The CITY further agrees that upon completion of the contract for this improvement, the CITY OF DECATUR will pay to the DEPARTMENT OF TRANSPORTATION of the STATE OF ILLINOIS in a lump sum for any funds allotted to the CITY an amount equal to 100% of its obligation incurred under this AGREEMENT.

5. The CITY 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 B", 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 CITY 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 C".
7. Prior to the STATE advertising for the work proposed hereunder, the disposition of encroachments will be cooperatively resolved with representatives from the CITY and the STATE.

The CITY 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 D".

8. The CITY 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 Route without the consent of the STATE.
9. The CITY shall exercise its franchise rights to cause private utilities to be relocated, if required, at no expense to the STATE.
10. The CITY 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. All CITY owned utilities, on STATE right of way within the limits of this improvement, which are to be relocated/adjusted under the terms of this Agreement, will be relocated/adjusted in accordance with the applicable portions of the Accommodation of Utilities of Right of Way, 92 Ill. Adm. Code 530. The CITY agrees to obtain from the STATE an approved permit for the facility, and to abide by all conditions set forth therein.

12. Upon final field inspection of the improvement and so long as Bloomington Road (Business U.S. 51) is used as a State Highway, the STATE agrees to maintain or cause to be maintained the following:

South Limit of Improvements Specified to 675 Feet North of Ash Avenue

The concrete median, through traffic lanes lying on either side of the median and the left-turn and right-turn lanes lying along FAP 710 (Business U.S. 51), each lane being 12 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.

675 Feet North of Ash Avenue to North Limit of Improvements Specified

Entire area within STATE right-of-way except as otherwise described herein.

13. Upon final field inspection of the improvement, the CITY agrees to continue to maintain or cause to be maintained the following:

South Limit of Improvements Specified to 675 Feet North of Ash Avenue

Those portions of the improvement which are not maintained by the STATE, including street approaches beyond the edge of pavement (and their respective turn lanes), sidewalks, crosswalk and stopline markings, CITY owned utilities including appurtenances thereto, highway lighting including furnishing the electrical energy therefore. The CITY shall continue to 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, manholes and catch basins' frames, grates or lids. Maintenance, repair and/or reconstruction of storm sewers beyond the aforescribed responsibilities shall continue to be that of the STATE.

675 Feet North of Ash Avenue to North Limit of Improvements Specified

Prospect Drive Connector approach beyond the edge of pavement, CITY owned utilities including appurtenances thereto and highway lighting (except that which illuminates the Interstate 72 interchange) including furnishing the electrical energy therefore.

14. 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 CITY on July 1, 2011.
15. The CITY agrees to provide written approval of that portion of the plans and specifications relative to the CITY financial and maintenance obligations described herein, prior to the STATE's advertising for the aforescribed proposed improvement.
16. Obligations of the STATE and CITY 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.
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 within the three years subsequent to execution of the agreement.

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

CITY of DECATUR

Attest:

Clerk

(SEAL)

By: _____
Honorable Julie Moore Wolfe
Mayor, City of Decatur

Date: _____

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _____
Jeffrey P. Myers, P.E.
Region Four Engineer

Date: _____

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING AN AGREEMENT WITH THE STATE OF ILLINOIS
FOR IMPROVEMENTS TO U.S. 51
FROM ITS INTERSECTION WITH PERSHING ROAD (IL 121) NORTH TO ITS
INTERSECTION WITH INTERSTATE 72
CITY PROJECT 2021-06**

WHEREAS, the CITY OF DECATUR has entered into an AGREEMENT with the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION, for the improvement of FAP 710 (U.S. 51), known as State Section (48Z2&3, 50Z2&3, 50R)RS-3 from its intersection with Pershing Road (IL 121) north to its intersection with Interstate 72 in Decatur and,

WHEREAS, in compliance with the aforementioned AGREEMENT, it is necessary for the CITY of DECATUR to appropriate sufficient funds to pay its share of the cost of said improvement;

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DECATUR,
ILLINOIS:**

Section 1. That the Agreement between the City of Decatur and the State of Illinois, for the improvement of U.S. 51., from its intersection with Pershing Road (IL 121) north to its intersection with Interstate 72 and it is hereby, received and placed on file.

Section 2. That the Mayor and City Clerk be, and they are hereby authorized and directed to execute an Agreement between the City of Decatur, Illinois, and the State of Illinois, acting through its Department of Transportation, attached hereto as Exhibit 1 and made a part hereof, in the amount of \$7,200.

Section 3. That the CITY OF DECATUR has appropriated the sum of Seven Thousand, Two Hundred (\$7,200) or so much thereof as may be necessary, from any money now or hereafter allotted to the CITY OF DECATUR to pay its share of the cost of this improvement as provided in the AGREEMENT; and

Section 4. That upon award of the completion of the contract for this improvement, the CITY OF DECATUR will pay to the DEPARTMENT OF TRANSPORTATION of the STATE OF ILLINOIS in a lump sum from any funds allotted to the CITY OF DECATUR, an amount equal to 100% of its obligation incurred under this AGREEMENT based upon final costs.

Section 5. That the CITY OF DECATUR agrees to pass a supplemental resolution to provide any necessary funds for its share of the cost of this improvement if the amount appropriated herein proves to be sufficient to cover said cost.

Section 6. That the Clerk shall immediately transmit two certified copies of this resolution to the district office of the Department of Transportation, at Effingham, Illinois.

PRESENTED and ADOPTED this 1st day of March, 2021.

JULIE MOORE WOLFE, MAYOR

ATTEST: (SEAL)

KIM L. ALTHOFF, CITY CLERK

STATE OF ILLINOIS)
COUNTY OF MACON)

I, _____, Clerk in and for the CITY OF DECATUR, hereby certify the foregoing to be a true, perfect and complete copy of the resolution adopted by the CITY OF DECATUR at a meeting on _____, 2021

Clerk

(SEAL)

APPROVED:
DEPARTMENT OF TRANSPORTATION

Jeffrey M. South, P.E.
Region Four Engineer

Date

FAP 710 (Business U.S. 51)
Section: (48Z2&3,50Z2&3,50R)RS-3
CITY Section: 21-00106-00-TL
Macon County
Job No.: C-97-083-13
Agreement No.: JN 721 003
Contract No.: 74637

EXHIBIT B

AN ORDINANCE IN RELATION TO MOTOR VEHICLE PARKING

The CITY has adopted and shall continue to enforce Ordinances 5541 (1971) and 2000-33 (2000) of the City Code of Decatur. These ordinances prohibits parking in locations where signage to this effect has been erected along Business U.S. 51 in a manner meeting the requirements of the Department. A copy of these ordinances have been enclosed for reference on the following pages.

ORDINANCE NO. 5541

AN ORDINANCE AUTHORIZING AGREEMENT --
STATE OF ILLINOIS - U. S. ROUTE 51 N.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF DECATUR,
ILLINOIS:

Section 1. That the Agreement, a copy of which is here-
to attached and made a part hereof, between the STATE OF ILLINOIS
and THE CITY OF DECATUR, ILLINOIS, for the improvement of U. S.
Route 51 in the City by the State and the contribution of the City
to the State for its share of the costs of said improvement to be
known as State Section 50R and City Section 143-C.S. and being said
U. S. Route 51 from a point South of Northland Drive and extending
northerly 6,145 feet to Ash Avenue be, and the same is hereby, re-
ceived, placed on file and approved.

Section 2. That the Mayor and City Clerk be, and they are
hereby, authorized and directed to sign, seal and attest said Agree-
ment on behalf of the City.

PASSED and APPROVED this 19th day of July, 1971.

James H. Rupp
MAYOR

ATTEST:

Phyllis E. Grotjan
CITY CLERK

STATE OF ILLINOIS
COUNTY OF MACON
CITY OF DECATUR

SS.

I, PHYLLIS E. GROTJAN, CITY
Clerk of the City of Decatur, Illinois, DO HEREBY CERTIFY
that the foregoing Ordinance is a true and correct copy of
an Ordinance adopted and passed by the Council of the City
of Decatur at a regular meeting of said Council, held on the
19th day of July, 1971, and that
the same was signed and approved by the Mayor of said City
on the 19th day of July, 1971.

I DO FURTHER CERTIFY that the original of which
the foregoing is a true and correct copy is entrusted to me
as Clerk of said City for my safekeeping, and that I am the
lawful keeper and custodian of the same.

IN WITNESS WHEREOF, I have hereunto set my hand
and affixed the corporate seal of said corporation this
21st day of July, 1971.

Phyllis E. Grotjan
City Clerk of Decatur, Illinois

" EXHIBIT B "

ORDINANCE NO. 2000-33

AN ORDINANCE PROHIBITING PARKING NORTHBOUND U.S. ROUTE 51 (ALT.) AND SOUTHBOUND U.S. ROUTE 51, IN DECATUR, ILLINOIS STATE SECTION 48Z-3RS-1, 50Z (2RS-6, 3-RS-3)

BE IT ORDAINED, BY THE CITY COUNCIL OF THE CITY OF DECATUR,
ILLINOIS:

Section 1. That when appropriate signs or markings are provided giving notice thereof,
parking be, and it is hereby, prohibited at all times within the area described as follows:

The east and west sides of Northbound U.S. Route 51 (Alt.) and Southbound U.S.
Route 51, known as State Section 48Z-3RS-1, 50Z (2RS-6, 3-RS-3) for the
project limits described in Agreement JN-500012 between the City and the State,
EXCEPT as follows:

1. West side of Northbound Route 51 (Alt.), Water Street, from
Waggoner Street north to 130 feet South of Garfield Avenue.
2. East side of Southbound U.S. Route 51, Main Street, from the Norfolk
and Western Railway north to Green Street.
3. West side of Southbound U.S. Route 51, Main Street, from Washington
Street north to North Street.
4. West side of Southbound U.S. Route 51, Main Street, from the Norfolk
and Western Railway north to Green Street.
5. West side of Southbound U.S. Route 51, Main Street, from 170 feet
North of Green Street to a point 220 feet south of the centerline of Grand Avenue.

6. West side of Southbound U.S. Route 51, Main Street from 210 feet North of the centerline of Grand Avenue to Johnson Avenue.

Section 2. That any person, firm or corporation who shall violate any of the provisions of this Ordinance shall, upon conviction, be fined not less than Ten Dollars (\$10.00) nor more than Two Hundred Dollars (\$200.00) for each offense.

Section 3. That this Ordinance shall take effect and be in full force ten (10) days after and from its passage, approval and legal publication as required by law, and the City Clerk is hereby directed to cause this Ordinance to be published immediately after its due passage and approval.

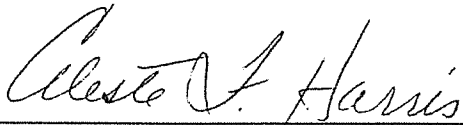
Section 4. That the provisions of all ordinances or parts of ordinances in conflict with the provisions of this ordinance insofar as the same are in conflict with said provisions be, and the same are hereby, repealed.

PRESENTED, PASSED, APPROVED AND RECORDED this 1st day of May, 2000.



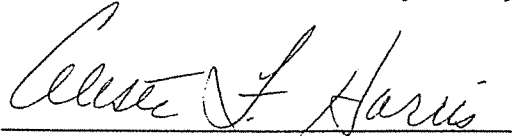
TERRY M. HOWLEY
MAYOR

ATTEST:



CITY CLERK

PUBLISHED this _____ day of May, 2000.



CITY CLERK

FAP 710 (Business U.S. 51)
Section: (48Z2&3,50Z2&3,50R)RS-3
CITY Section: 21-00106-00-TL
Macon County
Job No.: C-97-083-13
Agreement No.: JN 721 003
Contract No.: 74637

EXHIBIT C

AN ORDINANCE IN PROHIBITING THE DISCHARGE OF SANITARY SEWAGE AND INDUSTRIAL WASTE WATER INTO THE STORM SEWER OR DRAINAGE FACILITY CONSTRUCTED IN CONJUNCTION WITH THE IMPROVEMENT OF FAP 710 (BUSINESS U.S. 51) IN THE CITY OF DECATUR, MACON COUNTY, ILLINOIS

The CITY has adopted and shall continue to enforce Chapter 38, Sections 23 and 24 of the City Code of Decatur. Among other regulations, these sections prohibit the unsanitary deposit of wastes and requires connection of toilet facilities to sanitary sewer systems in a manner meeting the requirements of the Department.

An excerpt describing sanitary waste disposal has been included for reference as follows:

23. ILLICIT DISCHARGES. For all water generated on developed or undeveloped land entering the municipality's separate storm sewer system, no person shall introduce or cause to be introduced into the municipal separate storm sewer system any discharge that is not composed entirely of stormwater. The commencement, conduct or continuance of any non- stormwater discharge to the municipal separate storm sewer system is prohibited except as described as follows:

A. Uncontaminated discharges from the following sources:

- (1) Water line and fire hydrant flushing or other potable water sources;
- (2) Landscape irrigation water or lawn watering with potable water;
- (3) Rising ground water;
- (4) Ground water infiltration;
- (5) Pumped groundwater;
- (6) Discharges from potable water sources;
- (7) Foundation drains;
- (8) Air conditioning condensate;

- (9) Irrigation water, (except for wastewater irrigation);
- (10) Springs;
- (11) Water from crawl space pumps;
- (12) Footing drains;
- (13) Storm sewer cleaning water;
- (14) Water from individual residential car washing;
- (15) Routine external building washdown which does not use detergents;
- (16) Flows from riparian habitats and wetlands;
- (17) Dechlorinated pH neutral swimming pool discharges;
- (18) Residual street wash water;
- (19) Discharges or flows from fire fighting activities;
- (20) Dechlorinated water reservoir discharges;
- (21) Pavement wash waters where spills or leaks of toxic or hazardous materials have not occurred (unless all spilled material has been removed),
and;
- (22) Any other uncontaminated water source.

B. Discharges specified in writing by the City Engineer as being necessary to protect public health and safety.

C. Dye testing is an allowable discharge if the City Engineer has so specified in writing.

24. PROHIBITION OF ILLICIT CONNECTIONS. The construction, use, maintenance or continued existence of illicit connections to the separate municipal storm sewer system is prohibited. This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.

The complete Chapter 38 (STORMWATER ORDINANCE) can be found on line at <https://www.decaturl.gov/wp-content/uploads/2015/10/code38.pdf>

ORDINANCE NO. _____

**ORDINANCE REGULATING ENCROACHMENT ON PUBLIC RIGHT-OF-WAY IN
THE CITY OF DECATUR, MACON COUNTY, ILLINOIS
U.S. 51 FROM ITS INTERSECTION WITH PERSHING ROAD (IL 121) NORTH TO ITS
INTERSECTION WITH INTERSTATE 72 IN DECATUR**

WHEREAS, the CITY OF DECATUR hereinafter known as CITY, and the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION have entered into an AGREEMENT relative to the improvement of FAP 710 (U.S. 51), State Section (48Z2&3, 50Z2&3, 50R)RS-3 from its intersection with Pershing Road (IL 121) north to its intersection with Interstate 72 in Decatur; and

WHEREAS, in order to facilitate said improvement, it is necessary for the CITY to adopt an ordinance regulating encroachment on the right-of-way for said improvement in accordance with the following definitions;

1. 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 permanent easement and temporary easement during the time the easement is in effect.
2. Project right-of-way is defined as those areas within the project right-of-way lines established jointly by the CITY and the STATE which will be free of encroachments except as hereinafter defined;
3. Encroachment is defined as any building, fence, sign (excluding certain signs located over sidewalks) 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;
4. Permissible encroachment is defined as any existing awning, marquee or sign advertising activity on the property, or similar overhanging structure supported from a building immediately adjacent to the limits of the platted street where there is sidewalk extending to the building line and which does not impair the free and safe flow of pedestrian traffic or traffic on the highway. The permissive retention of overhanging signs is not to be construed as being applicable to those signs supported by poles constructed outside the project right-of-way line and not confined by adjacent buildings;
5. Construction easement area is defined as the area lying between the project right-of-way limits and the platted street limits within which the CITY OF DECATUR, 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 CITY and the STATE, by visual inspection, cooperatively establish project right-of-way line and mutually determine the disposition of encroachments,

NOW, THEREFORE, BE IT ORDAINED, BY THE CITY COUNCIL OF THE CITY OF DECATUR, ILLINOIS:

Section 1. It shall be unlawful for any person, firm or corporation to erect or cause 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 the roadway right-of-way where no project right-of-way limits have been established.

Section 2. The Project right-of-way limits have been established and shown in the plans.

Section 3. No revocable permits have been issued by the State for the temporary retention of PERMISSIBLE ENCROACHMENTS.

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

Section 5. Any person, firm or corporation violating this ordinance shall be fined not less than \$10.00 nor more than \$500.00 for each offense and separate offense shall be deemed committed each and every day during which a violation continues or exists.

Section 6. This ordinance shall be published one time within ten days after its passage in a newspaper having a general circulation in the CITY OF DECATUR, Macon County, Illinois, and shall be in full force and effect after its passage, approval and publication as provided by law.

PRESENTED, PASSED, APPROVED AND RECORDED this 1st day of March, 2021.

Julie Moore Wolfe, Mayor

ATTEST:

Kim L. Althoff, City Clerk

PASSED: _____

SIGNED: _____

PUBLISHED: _____