

ORDINANCE NO. 89- 22

AN ORDINANCE AUTHORIZING THE EXECUTION  
OF A CONTRACT FOR THE EXTENSION OF A WATER MAIN

Whereas, the attached agreement for the extension of a water main and for provision of water service is in the best interests of the Village of Chatham;

Therefore, be it ordained by the President and Board of Trustees of the Village of Chatham, Illinois, that:

Section 1. The agreement between the Village of Chatham and certain water customers, whose names and signatures appear on the attached agreement, is hereby approved.

Section 2. The president is authorized to sign the agreement, attached hereto as Exhibit A.

Passed and approved by the President and Board of Trustees of the Village of Chatham, Illinois, at their Special meeting on June 6, 1989.

Approved: \_\_\_\_\_

Carl O'Brien  
President

Attest: \_\_\_\_\_

Roe M. Miller  
Clerk

## CONTRACT FOR WATER AND WATER MAIN EXTENSION

CHATHAM, ILLINOIS

This Agreement, made this 6TH day of JUNE, 1989, by and between the VILLAGE OF CHATHAM, ILLINOIS, a municipal corporation, (hereafter called the VILLAGE), and the persons whose names and signatures appear at the signatory spaces at the end of this Agreement, (hereafter called the CUSTOMERS), WITNESSES THAT:

For and in consideration of the mutual covenants and undertakings made herein, the VILLAGE and CUSTOMERS covenant and agree as follows:

1. Auby, Oglesby and Bartolomucci, Registered Professional Engineers and Surveyors, agree to sponsor and supervise the construction of approximately 8,375 linear feet of 6 inch water main to be extended from the I-55 Frontage Road at the Southeast corner of the Northeast Quarter Southeast Quarter of Section 16, Township 14 North, Range 5 West of the third Principal Meridian, Sangamon County, Illinois, and identified as Mains A-1, A-2, A-3 and Main B as shown by plat prepared by said Registered Professional Engineers and Surveyors, attached hereto and made a part hereof.

2. CUSTOMERS agree to employ George Lindsay to perform the construction work as soon as reasonably possible after the funds are deposited (as hereinafter provided) and receipt of the necessary easements, together with an executed copy hereof; to make all necessary connections and tests in the

mains, and to complete the work as rapidly as reasonably possible.

3. Except for Main A-2 which will be paid for by Thomas Bartolomucci and William Schnirring, and for Main A-3 which will be paid for by Don and Henrietta Hashman (but which mains will become public property), CUSTOMERS agree, for the benefit of the VILLAGE, to pay the entire cost of the labor and materials in such amount per customer as results from dividing the actual cost by the number of Customers; except that the VILLAGE will replace a 4-inch water main with a 6-inch main and hydrant in the North 800 feet of Main B. Progress payments of 90% of work completed will be paid upon receipt of lien releases, with final payment when the work is certified completed to the VILLAGE's approval.

4. CUSTOMERS agree that the laying and extension of said water main is for the special benefit of CUSTOMERS, and no refund or rebate except as may herein be provided for specifically shall hereafter be made by the VILLAGE.

5. CUSTOMERS agree that said extended water mains shall become the property of and subject to the control and maintenance of the VILLAGE as a part of its water distribution system.

6. VILLAGE AND CUSTOMERS both covenant and agree that the VILLAGE will not permit any other firm, person or corporation to tap onto said extended main (except for the aforesaid 800 feet in Main B for which the VILLAGE will

receive 120% of the actual amount paid by CUSTOMERS for Mains A-1, A-2 and A-3 as a condition of participating in this water main project) to supply water to any property unless CUSTOMERS have approved and have received from each new user 120% of the actual amount which each Customer pays in order to participate, which funds will be deposited in a special Account in the Chatham Community Bank under the name of Neighborhood Water Main Project Account, the terms of which account are more fully set forth in paragraphs 7, 8 and 9 below, until all CUSTOMERS have received a return of all of their original deposits, or until 20 years from the date hereof, whichever first occurs. Thereafter, the VILLAGE may grant tap permits without payment to CUSTOMERS.

7. Each owner of property to be served by this water main who signs this agreement shall immediately pay his actual participation cost into the aforesaid Special Account before construction starts. Disbursements from said account shall be made on the written direction of the President and Treasurer of the Neighborhood Water Main Association, and the Bank shall have no obligation to see that the work has been accomplished or the necessary lien waivers obtained. If there are funds remaining after all bills are paid, they will be disbursed equally to the CUSTOMERS, after retaining such minimum amount as will keep the account open. If there are insufficient funds to pay all expenses, each CUSTOMER will pay his equal share of the shortage into the account. As

payments are made into the account by new owners, they will be distributed equally to all CUSTOMERS. When all CUSTOMERS have had their contributions repaid, or after 20 years, whichever first occurs, the account will be closed.

8. Any future main extensions shall be at the owner's expense if the cost per tap equals or exceeds 120% of the final cost to each CUSTOMER. If the cost is less than 120% of the CUSTOMER'S final cost, the difference will be paid to the Association for distribution to the original CUSTOMERS.

9. CUSTOMERS agree that all easements for this project as shown on the attached plat are hereby granted by the respective property owners by their execution of this Agreement.

10. The CUSTOMERS shall constitute a voluntary unincorporated Association with such constitution and by-laws as they may adopt or amend from time to time, except that no such governing rules may limit the VILLAGE's rights or obligations hereunder.

11. In the event that a CUSTOMER sells his property, such CUSTOMER may, by written instrument acknowledged by the Buyer, retain the right to receive the remainder of his contribution, provided that a copy of such writing is delivered to the Secretary-Treasurer of the Association. In the absence of such written document, the new owner will be entitled to receive the remainder of the CUSTOMER's original contribution.

12. CUSTOMERS and VILLAGE agree that the covenants herein contained are the essence of this Agreement, and, except as otherwise provided herein, shall be for the benefit of and binding upon the parties hereto, their heirs and assigns.

13. The use of the singular masculine pronoun is for convenience only, and includes the feminine and plural when the context so requires.

Executed by the CUSTOMERS and the officers of the Association as of the day and year first above written and by the Village of Chatham pursuant to Resolution adopted at the regular public meeting of its Board of Trustees on ~~May~~<sup>June</sup> 6, 1989.

SEE EXHIBIT A A

VILLAGE OF CHATHAM, ILLINOIS

BY: Carl Obliger  
Village President

ATTEST

Lore Miller  
Village Clerk

Names and Addresses of  
Customers (printed or typed)  
Donna Neathery--Ernest  
R.R. #1, Box 183

Chatham, IL 62629

S.S. No. 333-34-0959  
Henrietta Hashman--Donald  
R. R. #1, Box 183-B

Chatham, IL 62629

S.S. No. 332-26-9465

Customers' Signatures

Donna Neathery

Henrietta Hashman

Names and Addresses of  
Customers (printed or typed)  
Marilyn K. Lorenc--Donald D.  
R. R. #1, Box 180-A

Customers' Signatures

*Marilyn K. Lorenc*

Chatham, IL 62629

S.S. No. 484-52-4190  
William R. Schnirring, Jr.  
R. R. #1, Chatham, IL 62629

*William R. Schnirring Jr*

Send bill :

P.O. Box 4106  
Springfield, IL 62708

S.S. No. 341-24-6636

S.S. No. \_\_\_\_\_

S.S. No. \_\_\_\_\_

S.S. No. \_\_\_\_\_

S.S. No. \_\_\_\_\_

S.S. No. \_\_\_\_\_

S.S. No. \_\_\_\_\_

Names and Addresses of  
Customers (printed or typed)  
Philip D. Quintenz--Patricia  
R. R. #1, Box 188

Chatham, IL 62629

S.S. No. 349-463-285  
Shirley M. Maier  
R. R. #1, Box 180

Chatham, IL 62629

S.S. No. 338-20-3962  
Connie Mango--Michael  
R. R. #1, Box 188-B

Chatham, IL 62629

S.S. No. 484-66-9918  
Priscilla E. Mc Clure  
R. R. #1, Box 189-B

Chatham, IL 62629

S.S. No. 356-16-2353  
Gene Beyer--Monica  
R. R. #1, Box 188-AA

Chatham, IL 62629

S.S. No. 349-50-0475  
John T. Knepler--Monica  
R. R. #1, Box 182

Chatham, IL 62629

S.S. No. 343-34-6925  
Mark D. Miller--Gwen  
R. R. #1, Box 181-A

Chatham, IL 62629

S.S. No. 319-58-3802  
Lisa E. Galman--John S. Galman III  
R. R. #1, Box 183-A

Chatham, IL 62629

S.S. No. 328-40-5553

Customers' Signatures

Philip D. Quintenz

Shirley M. Maier

Michael W. Mango  
Connie R. Mango

Priscilla E. McClure

Gene Beyer

John T. Knepler

Mark D. Miller

John S. Galman III  
Lisa E. Galman



Names and Addresses of  
Customers (printed or typed)

~~Henry T. Fishwick--Louise~~  
~~R. R. #1, Box 304~~

~~Glenarm, IL 62536~~

~~S.S. No. 351-10-0000~~

~~E. S. Stauffer--Dawn~~  
~~R. R. #1, Box 186-A~~

~~Chatham, IL 62629~~

~~S.S. No. 185-24-7324~~

~~Arthur W. Bingenheimer--Jean~~  
~~R. R. #1, Box 185-A~~

~~Chatham, IL 62629~~

~~S.S. No. 487036-2068~~

~~Thomas E. Bartolomucci--Barbara~~  
~~R. R. #1, Box 185~~

~~Chatham, IL 62629~~

~~S.S. No. 355-24-1392~~

~~Bill Busch--Pat~~  
~~R. R. #1, Box 186~~

~~Chatham, IL 62629~~

~~S.S. No. 478-42-5446~~

~~Larry A. Logan--Janice~~  
~~R. R. #1, Box 184-A~~

~~Chatham, IL 62629~~

~~S.S. No. 335-50-9068~~

~~Carlton C. Schroeder--Barbara~~  
~~R. R. #1, Box 188-A~~

~~Chatham, IL 62629~~

~~S.S. No. 294-38-6446~~

~~Lovawn Rentsch~~  
~~R. R. #1, Box 305~~

~~Glenarm, IL 62629~~

~~S.S. No. 332-01-6202~~

Customers' Signatures

~~Henry T. Fishwick~~

~~E. S. Stauffer~~

~~Arthur W. Bingenheimer~~

~~Thomas E. Bartolomucci~~

~~Bill Busch~~

~~Larry A. Logan~~

~~Carlton C. Schroeder~~

~~Lovawn Rentsch~~

EXHIBIT A A

The following items have been made part of ORDINANCE NO. 89-22 by the Village Board of Trustees at their June 6, 1989 meeting.

ITEM 14: The minutes of the Sewer and Water Committee of May 30, 1989 shall be made part of the ordinance. Special attention to be given to the additional valve to be added.

ITEM 15: The contract between Neighborhood Water Main Project and George Lindsay shall be attached. Note one year maintenance.

ITEM 16: The names of Henry and Louise Fishwick, and Levawn Rentsch shall be removed from the association due to the main not being in front of their property at this time, and CWIP will not allow a 1200 foot service.

ITEM 17: Easements shall be obtained from Bartolomucci and Hashman, since part of the main is on private property. Easements shall "no fault" statements in them, Village not responsible for crop damages.

SEWER & WATER COMMITTEE

DATE: 5/30/89

TIME: 7:30 P.M.

PLACE: VILLAGE OFFICE

AGENDA

RE: HASHMAN - BARTOLOMUCCI WATER MAIN

ATTENDANCE:	Terry Burke, Chairman	)	
	Mike Williamsen	)	
	Terry Loving	)	VILLAGE
	Del McCord	)	
	Tom Bartolomucci	)	
	Mrs. H. Hashman	)	
	Mrs. Priscilla McClure	)	HOME OWNERS
	Ernie Neathery	)	
	George Lindsay	)	Contractor

George Lindsay has installed the main for the Neighborhood Water Main Association. The north end is marked with a 2x4 board in the trench.

The only valves that have been installed to date are at the fire hydrants; the beginning of the 6" main at the 12" main, and the south end. The village would like a 6" valve at the junction of northline and eastwest line by Copp property. The association will install this one valve. The north valve will be Village of Chatham's responsibility.

All services will be 3/4" meters, some owners have ran a 2" plastic line to cut down on friction lost.

The association has a one year maintenance agreement with Mr. George Lindsay that covers their section of water main, services, driveways, culverts, etc.

The village will get a permit from Ball Township to cover the entire main. The association will get written easements from property owners for all of their mains, including the one across Hashman's field.

Water rates will be the same as Chatham has for outside the village customers. This rate will be reviewed and may be adjusted. The village needs to look at bond conditions for water and sewer.

The association gave the committee a contract to present to the village board. The committee would like to have items reviewed and/or added:

1. The village will deal with the treasurer of association only.
2. Twenty year term will remain in the contract.
3. Village attorney will review the 120% fee for north end owners where there is a 4" existing main.

4. Association will give the village a final construction cost and this is the amount that 120% fees will go against until the total construction cost has been reimbursed by the association without interest.
5. One year contract with George Lindsay will be added to contract.
6. Easements will be obtained by association.

Conclusion of meeting:

Village will act on contract at a June 6, 1989 meeting. If approved, village will begin installing 6" main as soon as possible. The association will update contract. The proposed south extension (4900' ±) will be reviewed after CWLP flow test the north main. The village will require approval from association before any tap is allowed, and additional tap fee (Chathams standard fee) will be charged for all new taps. The village will update the property owners list for CWLP approval of ALL outside water customers.

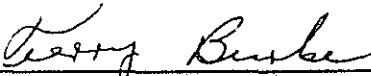
Meeting with association adjourned at 9:05 p.m.

One voice vote - Motion to leave 20 year term in contract. Loving, yes; Williamsen, yes; Burke, yes.

Also covered was:

- A - Approval given to have two fire hydrants installed along West Walnut off 8" main; one off East Walnut at Baptist Church 12" main, and one at Chestnut and Ash
- B - Map has been prepared showing flows of fire hydrants, several areas need review to see if loops can be connected to increase flows.
- C - 10" water main to run down Chestnut and College, to be done by village crews. Connections and upgrade of sideroad mains to be done later.

Meeting adjourned at 11:00 p.m.

  
\_\_\_\_\_  
Terry Burke, Chairman  
Water/Sewer Committee

RIGHT OF WAY PERMIT  
WATER MAIN EASEMENT LINE A-1 and A-2

The undersigned hereby grants to The Village of Chatham, Illinois, its successors and assigns, the right, privilege, easement and authority to operate, patrol and maintain its watermain system and appurtenances upon, over and across the land hereinafter specifically described as follows:

The North 30.00 feet and the West 30.00 feet of the North 915.08 feet of the West 428.08 feet of the Southwest Quarter of the Southeast Quarter of Section 16, T14N, R5W, of the 3rd PM, Sangamon County, Illinois.

WITNESS m hand and seal this 6<sup>th</sup> day of June A.D., 1989

STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF SANGAMON   )

Thomas E. Bartolomucci (SEAL)

Barbara A. Bartolomucci (SEAL)

I, Donna I. Greenslade, a Notary Public in and for said County and State, do hereby certify that Thomas E. and Barbara R Bartolomucci personally known to me and to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 6th day of June, A.D., 1989.

Donna I. Greenslade  
Notary Public

RIGHT OF WAY PERMIT  
WATER MAIN EASEMENT LINE A-3

The undersigned hereby grants to The Village of Chatham, Illinois, its successors and assigns, the right, privilege, easement and authority to operate, patrol and maintain its watermain system and appurtenances upon, over and across the land hereinafter specifically described as follows:

A strip of land 10 feet in width each side of the following described line:

Commencing at the Southeast corner of the Northwest Quarter of the Southeast Quarter of Section 16, T14N, R5W, of the 3rd PM, Sangamon County, Illinois; thence measure West along said South line of the NW $\frac{1}{4}$  SE $\frac{1}{4}$  a distance of 571.00 feet to the Point of Beginning of said centerline of water main easement, A-3; thence measure North and parallel with the East line of said NW $\frac{1}{4}$  SE $\frac{1}{4}$  a distance of 670.00 feet to a point 10 feet Northerly of the North end of said main A-3. *DAMAGE TO CROPS WILL NOT BE VILLAGE OF CHATHAM RESPONSIBILITY. N.A.*

WITNESS My hand and seal this 6 day of June A.D., 1989

STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF SANGAMON )

Donald E. Hashman (SEAL)  
Henrietta P. Hashman (SEAL)

I, Edward J. Gerwin, a Notary Public in and for said County and State, do hereby certify that Donald E. Henrietta Hashman personally known to me and to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as is free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 6 day of June, A.D., 1989

Edward J. Gerwin  
 Notary Public

# Proposal

FROM George F. Lindsay  
726 Deerfield Road  
Chatham, IL 62629

Proposal No.  
Sheet No.  
Date March 22, 1989

Proposal Submitted To Ernest Neathery, Pres. Work To Be Performed At

Name: Henrietta M. Hashman--Secretary-Treasurer	PARTIAL LEGAL DESCRIPTION
Street: Neighborhood Water Main Project A B S O	Section 16, Twp. 14 N, Range 5 W
City: Chatham	City Located R. R. #1 Chatham, IL and R. R. #1, Glenarm, IL
State: IL 62629	Date of Plans: <del>XXXXXX</del> State
Telephone Number: 483-3752	Engineers: Auby, Oglesby and Bartolomucci

We hereby propose to furnish all the materials and perform all the labor necessary for the completion of extension of water mains identified as Mains A-1, A-2, A-3 and Main B as shown by plat prepared by Auby, Oglesby and Bartolomucci, and all necessary connections and tests to the mains.

George F. Lindsay will be responsible to the Village of Chatham, IL from the beginning of construction and until one year after the date the Village accepts the N.W.M.P.

George F. Lindsay will be responsible to Ball Township Road Commissioner for the road crossings and ditches disturbed during construction of the water mains from the beginning of construction and until one year after the Village of Chatham accepts the N.W.M.P. and the commissioner accepts the road crossings and ditches.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of --Forty-three thousand nine hundred forty-five and 40/100 Dollars (\$43,945.40).

with payments to be made as follows:

Payment for materials within three weeks of ordering. Payment for labor based on 90% of amount of work completed, upon receipt of lien releases. Final payment when the work is certified completed to the Village's approval.

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. ~~Work to carry out~~ ~~Site~~ ~~Work~~ ~~to~~ ~~carry~~ ~~out~~ ~~the~~ ~~necessary~~ ~~insurance~~ ~~upon~~ ~~above~~ ~~work.~~ Workmen's Compensation and Public Liability Insurance on above work to be taken out by George F. Lindsay.

Respectfully submitted, George F. Lindsay

Per \_\_\_\_\_

Note — This proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days

### ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted, Ernest Neathery

Signature Ernest T. Neathery

Date 3-22-89

Signature \_\_\_\_\_