

Ordinance No. 98-68

**AN ORDINANCE APPROVING THE FINAL PLAT OF SUBDIVISION
OF MANOR HILL SUBDIVISION PLAT 3**

WHEREAS, on September 17, 1998, the Planning Commission of the Village of Chatham reviewed and recommended approval of Plat 3 of Manor Hill Subdivision.

WHEREAS, the Village Attorney has reviewed the documents accompanying the plat and has found them to be in proper form;

WHEREAS, proper security for Plat 3 in an amount approved by the consulting engineer for the Village has been tendered by the Developer of Plat 3 of Manor Hill Subdivision.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF CHATHAM, SANGAMON COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: The final plat of subdivision of Manor Hill Subdivision Plat 3 and documents thereto attached are hereby approved.

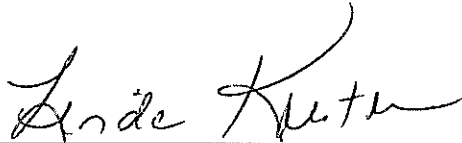
SECTION 2: The Village President is authorized and directed to sign said Plat 3 on behalf of the Village.

SECTION 3: As recommended by the Consulting Engineer for the Village pursuant to Exhibit A hereto, surety in the amount of \$38,500 for construction of the public improvements in Manor Hill Subdivision Plat 3 is hereby approved. The letter of credit no.

403 issued by Illini Bank on September 29, 1998, attached as Exhibit B is approved as surety therefor.

SECTION 4: This Ordinance is effective immediately.

PASSED this _____ day of _____, 1998.



VILLAGE PRESIDENT

ATTEST:



Village Clerk

YES: 6

NO: 0

PASSED:

10/13/98

APPROVED:

10/13/98

ABSENT:

0

ORDINANCE CERTIFICATE

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Chatham, Sangamon County, Illinois.

I do further certify that the ordinance attached hereto is a full, true, and exact copy of Ordinance No. 98-__ adopted by the President and Board of Trustees of said Village on the _____ day of _____, 1998, said Ordinance being entitled:

**AN ORDINANCE APPROVING THE FINAL PLAT OF SUBDIVISION
OF MANOR HILL SUBDIVISION PLAT 3**

I do further certify that prior to the making of this certificate, the said Ordinance was spread at length upon the permanent records of said Village, where it now appears and remains.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said Village this _____ day of _____, 1998.

Village Clerk



GREENE & BRADFORD, INC.
OF SPRINGFIELD
CONSULTING ENGINEERS

3501 CONSTITUTION DRIVE
SPRINGFIELD, ILLINOIS 62707
(217) 793-8844
(217) 793-6227 FAX

September 24, 1998

Mr. John Myers
RABIN, MYERS & HANKEN, P.C.
P.O. Box 1858
1300 South 8th Street
Springfield, IL 62705-1858



RE: Manor Hill - Plat No. 3
G&B# 93196

Dear John:

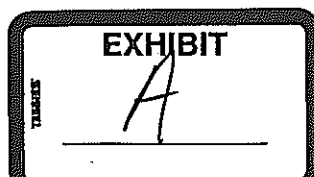
The enclosed Letter of Credit is satisfactory for Plat 3 to post with the Village. If you have any questions, please contact me at our office.

Respectfully,
GREENE & BRADFORD, INC.

Jay Jessen, P.E.

xc: Coombe-Bloxdorf
Meredith Branham

JEJ/srf
J:\93196\CORRES\93196L.011



Coombe - Bloxdorf, P.C.
Engineers/Land Surveyors/Planners

SEP 22 1998

1323 South First Street • Springfield, Illinois 62704

(217) 544-8477 • Fax (217) 544-8483

September 21, 1998
Project 92-42
Manor Hill, Plat 3
Manor Hill Drive

Mr. Jay Jessen, P.E.
Greene & Bradford
3501 Constitution Drive
Springfield, IL 62707

Dear Mr. Jessen:

Listed are the item schedules of work performed at Manor Hill, Plat 3:

		<u>BID</u>	<u>COMPLETE</u>
SCHEDULE A	Sanitary Sewer	\$ 21,293.50	\$ 21,293.50
SCHEDULE B	Storm Sewer	14,290.50	14,290.50
SCHEDULE C	Street Paving	73,137.20	59,444.50
SCHEDULE D	Water Main	13,395.80	13,395.80
		<u>\$ 122,117.00</u>	<u>\$ 108,424.30</u>
		- 108,424.30	
	Difference	\$ 13,692.70	(Concrete Swales)

The remaining work of \$13,692.70 and 2,000 L.F. of Concrete Walk @ \$8,50 (\$17,000.00) equals \$30,692.70.

\$30,692.70 x 125% = \$38,365.88.

I would appreciate the Bond of \$38,500.00 for Plat 3 for Final Plat recording.

Very truly yours,
COOMBE-BLOXDORF, P.C.

By Tom Bartolomucci
Thomas E. Bartolomucci

*Acceptable
Caroline Brickett
JEG*

Illini Bank

Member F.D.I.C.

September 29, 1998

Irrevocable Letter of Credit
Number 403

Village of Chatham
Attn: Village Engineer
116 E. Mulberry
Chatham, IL 62629

Re: Manor Hill Subdivision Plat III
Charles E. Robbins and Maurice D. Tippett, Developers

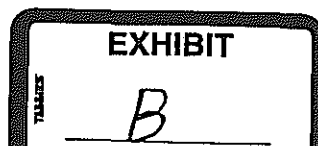
Gentlemen:

We hereby establish our IRREVOCABLE LETTER OF CREDIT NUMBER 403 in your favor for the account of Manor Hill Subdivision Plat III, and Charles E. Robbins and Maurice D. Tippett for the amount of Thirty-eight Thousand Five Hundred and no/100 dollars (\$38,500.00), available by your drafts at sight, drawn on Illini Bank, Springfield, IL accompanied by:

1. Copy of final inspection letter from the Village to the Developers detailing work to be completed including cost estimate, and
2. Statement signed by the Engineer of the Village of Chatham, Illinois certifying that the public improvements for which this Letter of Credit is security have not been completed, and releasing Illini Bank of liability under this Letter of Credit to the extent of each draw.

Except as otherwise expressly stated herein, this credit is subject to the Uniform Commercial Code as adopted in the State of Illinois.

We hereby agree with the drawers, endorsers and bona fide holders of drafts drawn under and in compliance with the terms of this Letter of Credit, that such drafts will be duly honored on due presentation to the drawee on or before September 29, 1999. All parties hereto agree that the outstanding obligation hereunder may be released only upon written authorization of the Engineer of said Village of Chatham. This Letter of Credit shall be automatically extended for additional periods of one year from the expiration date of each future expiration date unless sixty (60) days prior to such date, the Bank shall notify you in writing, by registered mail at the above address, that we elect not to renew this Letter




P.O. Box 13257
Springfield, IL 62791-3257
1-888-455-4641 • Fax 217/547-9659

Village of Chatham
Attn: Village Engineer
Letter of Credit No. 403
Page 2

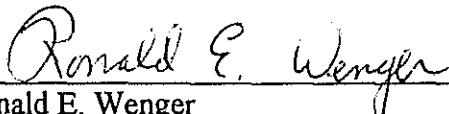
of Credit for such additional period. If we shall make such election, the Engineer of the Village of Chatham shall release Illini Bank of all further obligations under this Letter of Credit at the end of said 60-day period, provided however, that nothing contained herein shall be construed to limit the right of the Village of Chatham to make drafts against this Letter of Credit until its initial expiry date or any date to which said letter of credit is automatically extended as described above.

Illini Bank

BY: 

Nancy Richards
Relationship Banker

ATTEST:



Ronald E. Wenger
Vice President Credit Administration