

Resolution No 2/-05

**A RESOLUTION AUTHORIZING LETTER OF CREDIT  
REDUCTION AND SUBSTITUTION PERTAINING TO  
BRECKENRIDGE MANOR SUBDIVISION, PLAT 2**

WHEREAS, on September 15, 2004 Illinois National Bank issued Letter of Credit No. 04-00025 in the amount of \$75,000.00 to secure the construction of public improvements in Plat2, Breckenridge Manor Subdivision;

WHEREAS, the developer of Breckenridge Manor Subdivision requested a reduction in the amount of the letter of credit securing performance with respect to Breckenridge Manor Subdivision, and also, to secure remaining sidewalk improvements in Lots 19, 20 and 71 in Plat 1, to the sum of \$64,300.00, as outlined in a letter from the Village's Consulting Engineer dated May 31, 2005 attached hereto as Exhibit A;

WHEREAS, Illinois National Bank has proposed to provide a new Letter Of Credit No. 05-00011 in the amount of \$64,200.00 in substitution of Letter Of Credit No. 04-00025; a copy of Letter Of Credit No. 05-00011 is attached hereto as Exhibit B;

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

**SECTION 1:** As soon as Illinois National Bank delivers to the Village Attorney the original of Letter of Credit 05-00011, Letter of Credit No. 04-00025 is released, and the Village Attorney shall return the original of Letter of Credit No. 04-00025 to Illinois National Bank. Letter of Credit No. 05-00011 is approved as security for

all remaining public improvements in Plat 2 of Breckenridge Manor Subdivision and for construction of sidewalks on Lots 19, 20 and 71 of Plat 1.

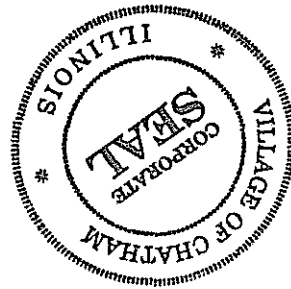
**SECTION 2:** This Resolution is effective immediately.

PASSED this 14 day of JUNE, 2005.

Thomas S Gray  
Village President

ATTEST:

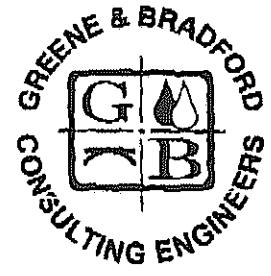
Pat Schindler  
Village Clerk



AYES: 5 HERR SCHATTEMAN DOOLEY MCCARTHY MCGRATH  
NAYS: 0

PASSED: 6-14-05  
APPROVED: 6-14-05

ABSENT: 1 KAVANAGH



**GREENE & BRADFORD, INC.**

3501 Constitution Drive  
Springfield, Illinois 62711  
(217) 793-8844  
(217) 793-6227 Fax  
www.greeneandbradford.com

May 31, 2005

John Reynolds  
1025 South Second Street  
Springfield, IL 62703

RE: Breckenridge Manor – Plats 1 & 2  
~~REDACTED~~

Dear John:

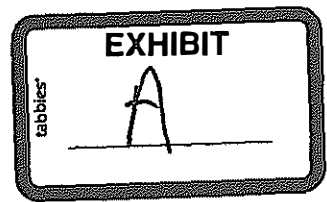
I am in receipt of your May 26, 2005 letter and will void our 5/17 letter for the above subdivision. Accordingly, I recommend approval of closing out Plat 1 and rolling leftover sidewalk to Plat 2 letter of credit for the amount of \$64,300. This will replace the \$52,000/\$75,000 letter of credit for Plat 1 and 2 respectively. I have enclosed the deed of dedication for Plat 1.

Respectfully,  
GREENE & BRADFORD, INC.

*Jay Jessen*  
Jay Jessen, P.E.

cc: Meredith Branham, Village of Chatham  
Al Young, Remax Professionals

J:\02029\CORRESP to Reynolds- 5-31-05.doc



May 26 05 10:13a

John Reynolds

217-241-3525

P. 2

**JOHN RAYNOLDS, INC.**  
 Land Surveying, Planning & Engineering  
 1025 South Second Street  
 Springfield, Illinois 62704  
 (217) 241-3500  
 Fax: (217) 241-3525  
 May 26, 2005

Mr. Jay Jessen, P.E.  
 Greene & Bradford, Inc.  
 Village of Chatham  
 3501 Constitution Dr.  
 Springfield, IL 62707

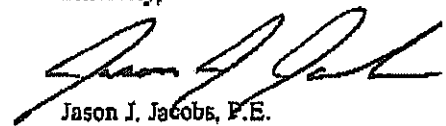
Dear Jay:

The improvements remaining to complete construction for Breckenridge Manor, 1st and 2nd Additions are as follows:

Unit	Item	Original Quantity	Unit Price	Remaining Quantity	Remaining Quantity
S.F.	4 CONCRETE SIDEWALK	20753	\$2.38	20753	\$49,392.14
L. SUM	PUNCH LIST ITEMS	1	\$2,000.00	1	\$2,000.00
<b>Total Remaining</b>					<b>\$51,392.14</b>
				X	<b>1.25</b>
					<b>\$64,240.18</b>

I ask that the securities for Breckenridge Manor, 1st and 2nd Additions be combined and adjusted to \$64,300.00

Sincerely,



Jason J. Jacobs, P.E.  
 John Reynolds, Inc.



**Illinois National Bank**

322 E. Capitol • Springfield, IL 62701 • (217) 747-5500

**IRREVOCABLE STANDBY LETTER OF CREDIT**

Illinois National Bank  
322 E. Capitol  
Springfield, IL 62701

To: Village of Chatham  
c/o Mr. John Myers  
1300 South 8<sup>th</sup> Street  
Springfield, IL. 62703

Date: June 10, 2005

Gentlemen:

We hereby establish our Irrevocable Standby Letter of Credit No. 05 00011 in your favor for the account of **Breckenridge Development Corporation** for a sum not exceeding Sixty-four Thousand Three Hundred and No/100---Dollars (\$64,300.00) available by your draft or drafts on **Illinois National Bank** at sight when accompanied by the following documents:

**A copy of the final inspection letter from the Village of Chatham to the subdeveloper detailing work to be completed including cost estimates.**

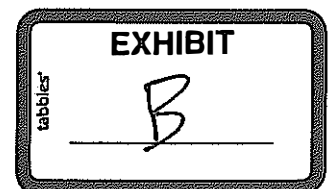
**A copy of this Letter and your signed statement certifying you are entitled to draw under this letter.**

**A statement signed by the Village Engineer and Mayor of the Village of Chatham, Illinois, certifying that the improvements pertaining to Breckenridge Estates Subdivision, Plat 2, for which this Letter of Credit is security have not been completed as required by the code of the Village of Chatham, and releasing Illinois National Bank of liability under this credit to the extent of each draw.**

All sight drafts drawn under this Credit must be marked "Drawn under Illinois National Bank Irrevocable Standby Letter of Credit No. 05 00011 dated June 13, 2005".

This credit shall be governed by the Uniform Commercial Code as enacted in Illinois from time to time, and to the extent not modified by said law, the Uniform Customs and Practice for Documentary Credits as most recently published by the International Chamber of Commerce.

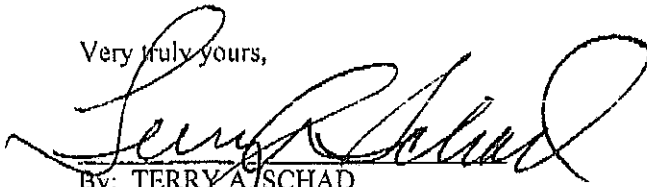
The original of this Letter of Credit must be submitted to us whenever a partial draw or cancellation of this Credit is requested. In every case of partial draw the Letter of Credit shall be promptly returned and remain valid for the balance unused.



We hereby agree with bona fide holders that all sight drafts drawn under and in compliance with the terms of this Credit shall meet with due honor upon presentation and delivery of the documents as specified if negotiated at our offices on or before June 13, 2006. This Letter of Credit shall be automatically extended for additional periods of one year from the expiration date unless sixty (60) days prior to such date the Bank shall notify the Village of Chatham, in writing and by registered mail at the above address, that we elect not to renew this Letter of Credit for such additional period.

The Letter of Credit shall by its terms secure payment not only of the construction of the public improvements for which it is intended but also of any additional review and inspection fees charged by the Village engineer and imposed by the Village pursuant to Section 155.02 of the Chatham Code of Ordinances.

Very truly yours,



By: TERRY A. SCHAD  
Its: SENIOR VICE PRESIDENT

**CERTIFICATE**

STATE OF ILLINOIS            )  
  ) SS.  
COUNTY OF SANGAMON        )

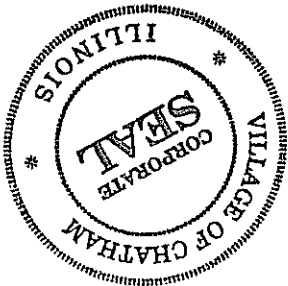
I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Chatham, Sangamon County, Illinois.

I do further certify that the resolution attached hereto is a full, true, and exact copy of Resolution No. 21-05, adopted by the President and Board of Trustees of said Village on the 14 day of JUNE, 2005, said resolution being entitled:

**A RESOLUTION AUTHORIZING LETTER OF CREDIT  
REDUCTION AND SUBSTITUTION PERTAINING TO  
BRECKENRIDGE MANOR SUBDIVISION, PLAT 2**

I do further certify that prior to the making of this certificate, the said resolution 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 14 day of JUNE, 2005.



  
\_\_\_\_\_  
Village Clerk