

ORDINANCE NO. 89-39

AN ORDINANCE AUTHORIZING THE EXECUTION OF A CONTRACT FOR  
THE EXTENSION OF A WATER MAIN, SOUTH AREA HOME OWNER'S ASSOCIATION

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, Sangamon County, 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, Sangamon County, Illinois, at their Regular meeting on September 26, 1989.

APPROVED: Carl P. Obgier  
VILLAGE PRESIDENT

ATTEST:

Rose M. Miller  
VILLAGE CLERK

CONTRACT FOR WATER AND WATER MAIN EXTENSION

CHATHAM, ILLINOIS

This Agreement, made this 26<sup>TH</sup> day of September, 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 3,800 linear feet of 6 inch water main to be extended from the end of a 6 inch water main located in the Southwest corner of the Southeast Quarter of Section 16, Township 14 North, Range 5 West of the third Principal Meridian, Sangamon County, Illinois, as shown by plat prepared by said Registered Professional Engineers and Surveyors, attached hereto and made a part hereof.

2. CUSTOMERS agree to employ a licensed plumber 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. 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. 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 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 <sup>u r l - l e p</sup> Chatham Community Bank under the name of **SOUTH AREA HOMEOWNER'S ASSOCIATION** <sup>070</sup> 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 15 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 South Area Homeowner's 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 15 years, whichever first occurs, the account will be closed.

8. CUSTOMERS agree that all easements for this project are hereby granted by the respective property owners by their execution of this Agreement.

9. 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.

10. 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.

11. 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.

12. 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 September 26, 1989. ORDINANCE 89-39

VILLAGE OF CHATHAM, ILLINOIS

BY: Carl D. Oblenz  
VILLAGE PRESIDENT

ATTEST:

Rose M. Miller  
VILLAGE CLERK

OFFICIAL LIST OF PEOPLE TO BE SERVED BY THE SECOND EXTENTION  
OF THE VILLAGE OF CHATHAM EXTRA TERRITORIAL WATERLINE

1. Henry T. & Louise E. Fishwick  
R.R. 1, Box 304  
Glenarm, Illinois 62536  
29-16-300-009

*Henry T. Fishwick*  
*Louise E. Fishwick*

2. D. Levawn Rentsch  
R.R. 1, Box 305  
Glenarm, Illinois 62536  
29-21-100-003

*D. Levawn Rentsch*

3. David E. Steffen \*  
515 E. Locust Street  
Chatham, Illinois 62629  
29-21-100-004

*David E. Steffen* 9-27-89

4. William R. Schnirring & Marilyn S. Kennedy (Trustees) \*\*  
P.O. Box 4106  
Springfield, Illinois 62708  
29-21-100-008

*William R. Schnirring*  
*Marilyn S. Kennedy*

5. William G. Brunner  
R.R. 1, Box 307  
Glenarm, Illinois 62536  
29-21-100-026

*William G. Brunner*

6. Bonnie G. Keel  
R.R. 1, Box 308  
Glenarm, Illinois 62536  
29-21-100-025  
29-21-100-024

7. John W., II & Julia M. Barber  
R.R. 1, Box 309  
Glenarm, Illinois 62536  
29-21-100-014

*John W. Barber II* 10-1-89

8. August A., Jr., & Cynthia A. Candioto  
R.R. 1, Box 310  
Glenarm, Illinois 62536  
29-21-100-012

*August A. Candioto, Jr.* 11-10-89

9. Jimmy C., Jr., & Raye C. Kintz  
R.R. 1, Box 301  
Glenarm, Illinois 62536  
29-21-100-018  
29-21-100-036

*Raye C. Kintz*

\* Owner of rental property. Owner does not reside on property to be served by the proposed water line extension.

\*\* Property owner. No improvements currently exist on property, however, the owner is interested in securing a water tap for future use.

Official list of people to be served by the second extension of  
the Village of Chatham Extra Territorial Waterline continued:

10. Gildo B. Ferrantelli \*\*  
2664 South 8th Street  
Springfield, Illinois 62703  
29-21-300-013

Gildo Ferrantelli

11. Gary G. & Ruth Ann Stanley  
R.R. 1, Box 299  
Glenarm, Illinois 62536  
29-21-300-011

Gary Stanley

12. Willie Ray & Ellen Marie Turner  
R.R. 1, Box 302  
Glenarm, Illinois 62536  
29-21-100-040

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13. William C. & Carol Lee Hunt  
R.R. 1, Box 302A  
Glenarm, Illinois 62536  
29-21-100-034

Wm Hunt 10/3/89  
Carol Lee Hunt

14. Thomas R. & Barbara A. Wiles  
R.R. 1, Box 303  
Glenarm, Illinois 62536  
29-21-100-023

Thomas R. Wiles  
Barbara A. Wiles