SANGAMON COUNTY, ILLINOIS

ORDINANCE
NUMBER 22 - 41

AN ORDINANCE APPROVING THE PRELIMINARY PLAN AND SKETCH MAP FOR MANOR HILL II PLAT 2 SUBDIVISION IN CHATHAM, IL

DAVE KIMSEY, Village President
DAN HOLDEN, Village Clerk

KRISTEN CHIARO
MEREDITH FERGUSON
JOHN FLETCHER
BRETT GERGER
TIM NICE
CARL TRY
Village Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Chatham
on September 27, 2022

Sorling Northrup – 1 N. Old State Capitol Plaza, Suite 200, P.O. Box 5131, Springfield, IL 62705

Ordinance No. 22-41

AN ORDINANCE APPROVING THE PRELIMINARY PLAN AND SKETCH MAP FOR MANOR HILL II PLAT 2 SUBDIVISION IN CHATHAM, IL

WHEREAS, the Village of Chatham ("Village"), Sangamon County, State of Illinois, is a duly organized and existing Village created under the provisions of the laws of the State of Illinois, and is now operating under the provisions of the Illinois Municipal Code; and

WHEREAS, the section 65 ILCS 5/11-12-8 of the State of Illinois Municipal Code provides that municipalities may make reasonable requirements for public lands within a proposed subdivision and make approval of a proposed plat contingent on the whether such proposed plat complies with said requirements; and,

WHEREAS, Section 155.032 of the Village Code requires a preliminary plan to be submitted to the Planning Commission and approved by the Village Board; and,

WHEREAS, on August 18, 2022, the Planning Commission reviewed the Manor Hill II Plat 2 preliminary plan and sketch map and accompanying documents as attached hereto as **Exhibit A**; and,

WHEREAS, after discussion, the Planning Commission voted to approve the Sketch Map and Location Map as presented subject to compliance with engineer recommendations; and,

WHEREAS, the Village Board has received and discussed recommendations from the Village Engineers, CMT, regarding Manor Hill II Plat 2 Subdivision Sketch Map and Location Map; and,

WHEREAS, the Village Board of Trustees and the President of the Village of Chatham believe it is in the best interests of the Village to approve the Sketch Map and Location Map of Manor Hill II Plat 2 Subdivision as presented subject to the engineers' recommendations.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the

Village of Chatham, County of Sangamon, as follows:

Section 1. Recitals. The foregoing recitals shall be and are hereby incorporated into and made a part of this Ordinance as if fully set forth in this Section 1.

Section 2: Approval of Plat. The Sketch Map and Location Map Manor Hill II Plat 2 Subdivision as attached hereto as **Exhibit A**, is hereby approved by the Village.

Section 3. Severability. In the event a court of competent jurisdiction finds this ordinance or any provision hereof to be invalid or unenforceable as applied, such finding shall not affect the validity of the remaining provisions of this ordinance and the application thereof to the greatest extent permitted by law.

Section 4. Repeal and Savings Clause. All ordinances or parts of ordinances in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall affect any rights, actions, or causes of action which shall have accrued to the Village of Chatham prior to the effective date of this ordinance.

Section 5. Effectiveness. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

	AYE	NAY	ABSTAIN	ABSENT
KRISTEN CHIARO	✓			
MEREDITH FERGUSON	✓			
JOHN FLETCHER	✓			
BRETT GERGER	✓			
TIM NICE	✓			
CARL TRY	✓			
DAVE KIMSEY				
TOTAL	6	0	0	0

APPROVED by the President of the Village of Chatham, Illinois this 27 day of September 2022.

Dave Kimsey, Village President

Attest:

Dan Holden, Village Clerk

EXHIBIT A
MANOR HILL II PLAT 2 SUBDIVISION PRELIMINARY PLAN AND SKETCH MAP

CMT

August 17, 2022

Village of Chatham
116 E. Mulberry Street
Chatham, Illinois 62629

Attention: Mr. Patrick McCarthy- Village Administrator

Re: Manor Hill II- Plat 2
Preliminary Plan review

Pat,

In advance of the villages' August Planning Commission meeting, CMT has conducted a comprehensive review of the preliminary plan as submitted to the village. Overall, we have no objections with the proposed development. The lot layout and configuration is consistent with the original preliminary plan for the Manor Hill subdivision. Items considered in the review are as follows:

- *Stormwater detention is provided within Lot 1000 of Manor Hill II- Plat 1 and storm sewer piping has been extended across Hurstbourne Lane that connects to the pond.*
- *Site grades need to be directed to the north as an overflow route to the pond as the storm sewer system is only designed for the 10-year event.*
- *Lot sizes, dimensions and setbacks are consistent with village ordinances for R-1 development. Right of way widths are consistent with the remainder of the subdivision.*
- *Coordinate rear yard concrete drainage swales with adjacent developed parcels.*
- *Existing roadway stubs located off of Hurstbourne Lane to be coordinated with the proposed development and deficiencies in grades or condition of pavement or sidewalk ramps to be corrected.*

If you have any questions or comments about, please give me a call at (217) 572-1055.

Sincerely,

CRAWFORD, MURPHY & TILLY, INC.

James M. Michael, P.E.

Project Manager/ Village Engineer

MARTIN ENGINEERING COMPANY
CONSULTING ENGINEERS/LAND SURVEYORS
3695 South 6th Street Frontage Road, Springfield, Illinois 62703

August 3, 2022

Village of Chatham
116 East Mulberry
Chatham, Illinois 62629

RE: Manor Hill II Preliminary Plan
MEC No. 22151

To whom it may concern:

The Village of Chatham, per the provisions shown in section 155.031 of the Village's zoning ordinance, requires that preliminary drainage computations must be included with the submission of a preliminary plan when detention or retention is likely to be needed.

The first phase of Manor Hill II subdivision (preliminary plan submitted by Coombe-Bloxdorf on April 21, 2005 and approved by the Village of Chatham on April 25, 2005) has been completed. We assume that the retention pond was fully built out at that time; we can verify its capacity at the time of survey and design if necessary.

We are working to acquire the original drainage computations from various sources, but have been unsuccessful to this point. We ask that this plan be reviewed despite this omission and will continue pursuing those computations. Once drainage calculations are obtained and evaluated for suitability, full drainage computations will be provided with submittal of construction plans.

Please contact me with any questions or concerns.

Respectfully,

MARTIN ENGINEERING COMPANY

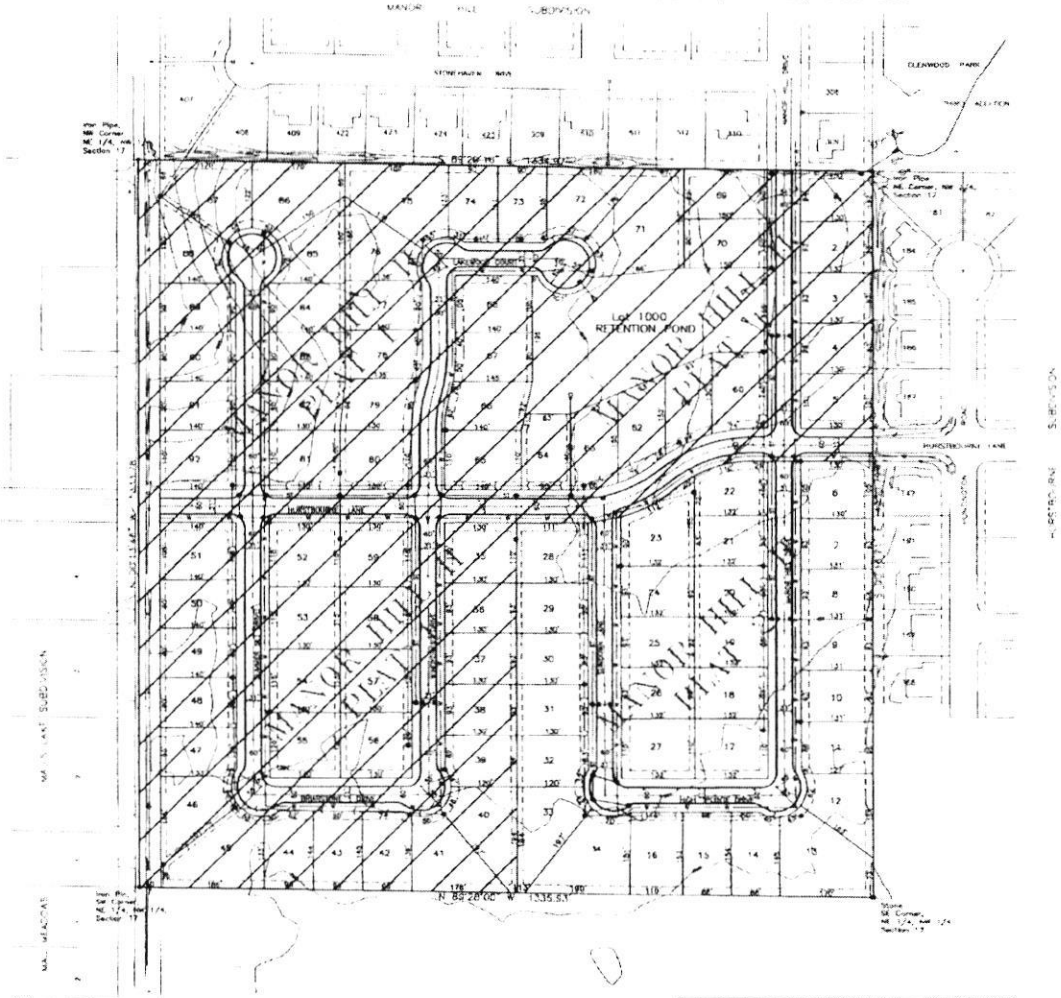
Philip G. Martin, PE
President

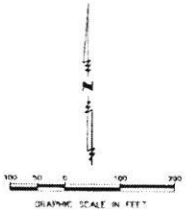
Office: 217-698-8900 — mecmail@martinengineeringco.com — Fax: 217-698-8922

MANOR HILL II

LEGAL DESCRIPTION

PART OF THE NORTHEAST QUARTER OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 17, TOWNSHIP 14 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN, SANGAMON COUNTY, ILLINOIS. CONTAINING 478,725 S.F. (10.99 ACRES), MORE OR LESS.





LEGEND

	Existing	Proposed
Sanitary Sewers		
Storm Sewers		
Inlets		
Flared End Section		
Watermains		
Easements		
MANOR HILL II		

GENERAL NOTES

EXISTING ZONING: R-1
PROPOSED ZONING: R-1
LAND USE: SINGLE-FAMILY
NUMBER OF UNITS: 29 SINGLE FAMILY LOTS
SEWAGE DISPOSAL: SANGAMON COUNTY WATER RECLAMATION DISTRICT
WATER & ELECTRIC SUPPLY: VILLAGE OF CHATHAM
GAS SUPPLY: AMEREN ILLINOIS
CABLE TV: COMCAST
TELEPHONE: FRONTIER COMMUNICATIONS
FIRE PROTECTION: CHATHAM FIRE DISTRICT
SCHOOL DISTRICT: BALL CHATHAM SCHOOL DISTRICT #5

STAGING PLAN

PLAT	LOTS
1	1-5, 35-92
2	6-34

OWNER & SUBDIVIDER

TSRR LLC
P.O. BOX 535
CHATHAM, IL 62629
CONTACT: TERRY BROWN (217) 971-3048

ENGINEER & SURVEYOR

MARTIN ENGINEERING COMPANY
3695 S. 6TH ST. FRONTAGE RD. WEST
SPRINGFIELD, IL 62703
CONTACT: PHIL MARTIN (217) 698-8900

"PRELIMINARY PLAN - NOT TO BE RECORDED BY THE RECORDER OF DEEDS"

F.E.M.A.

NO PART OF THIS PLAT IS LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, PER MAP NUMBER 17167C0420F (EFFECTIVE DATES: OCTOBER, 2020).

NO.	DATE	REVISION	BY

SHEET TITLE: PRELIMINARY PLAN

PROJECT: MANOR HILL II PHASE 2
CHATHAM, ILLINOIS

MEC MARTIN ENGINEERING COMPANY

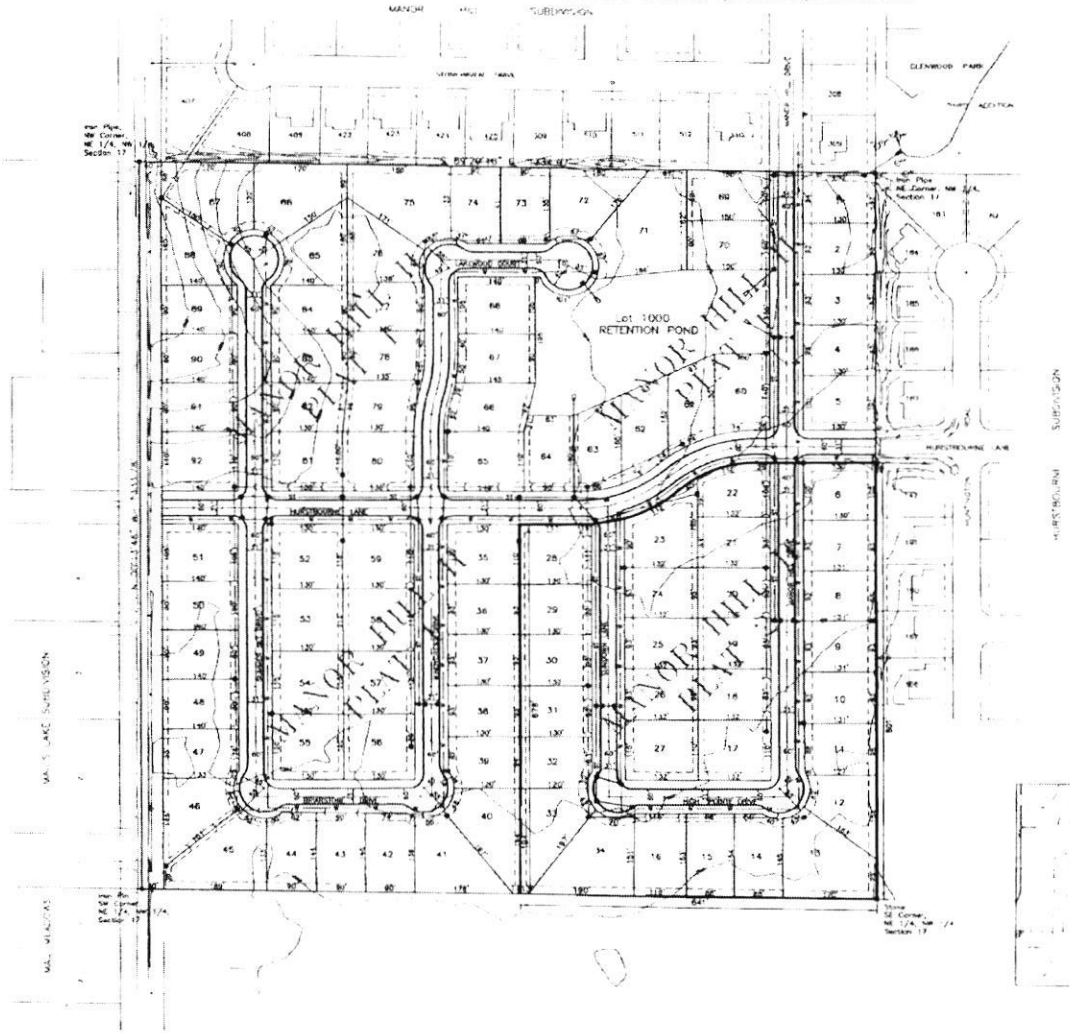
PROJECT NO. 22121
SCALE 1" = 100'
DATE AUG. 4, 2022
DRAWN BY: BHF
DESIGNED BY: BHF
CHECKED BY: CPM
SHEET NO. PRE. PLAN

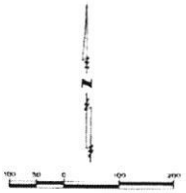
1 OF 1 SHEETS

MANOR HILL II

LEGAL DESCRIPTION

PART OF THE NORTHEAST QUARTER OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 17, TOWNSHIP 14 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN, SANGAMON COUNTY, ILLINOIS. CONTAINING 478,725 S.F. (10.99 ACRES), MORE OR LESS.





LEGEND

	Existing	Proposed
Sanitary Sewers		
Storm Sewers		
Inlets		
Flared End Section		
Watermains		
Easements		

GENERAL NOTES

EXISTING ZONING: R-1
PROPOSED ZONING: R-1
LAND USE: SINGLE FAMILY
NUMBER OF UNITS: 20 SINGLE FAMILY LOTS
SEWAGE DISPOSAL: SANGAMON COUNTY WATER RECLAMATION DISTRICT
WATER & ELECTRIC SUPPLY: VILLAGE OF CHATHAM
GAS SUPPLY: AMEREN ILLINOIS
CABLE TV: COMCAST
TELEPHONE: FRONTIER COMMUNICATIONS
FIRE PROTECTION: CHATHAM FIRE DISTRICT
SCHOOL DISTRICT: BALL CHATHAM SCHOOL DISTRICT #5

OWNER & SUBDIVIDER

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CHATHAM, IL 62629
CONTACT: TERRY BROWN (217) 971-3048

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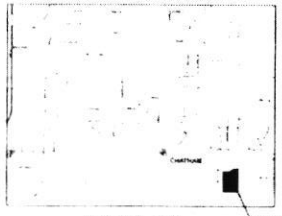

LOCATION MAP
SCALE: 1" = ±1,000'

NO.	DATE	REVISION	BY

LOCATION/SKETCH MAP

MANOR HILL II PHASE 2
CHATHAM, ILLINOIS

MEC
MARTIN ENGINEERING COMPANY

22131
1" = 100'
AUG. 5, 2022
BMP
DCM
SKETCH

1
OF 1 SHTS

CMT

August 17, 2022

Village of Chatham
116 E. Mulberry Street
Chatham, Illinois 62629

Attention: Mr. Patrick McCarthy- Village Administrator

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Sincerely,

CRAWFORD, MURPHY & TILLY, INC.

James M. Michael, P.E.

Project Manager/ Village Engineer

IRREVOCABLE LETTER OF CREDIT

EXHIBIT A

Borrower: TSRR LLC; Terry Brown Excavating, Inc.; Sara D Brown; and Terry B Brown
3697 Moose Cry Rd
Auburn, IL 62615

Lender: Carrollton Bank
Springfield Office
2135 Wabash Ave
Springfield, IL 62704-5344
(217) 793-8696

Beneficiary: Village of Chatham
116 E Mulberry St
Chatham, IL 62629-1358

NO.: 490241

EXPIRATION DATE. This letter of credit shall expire upon the close of business on 02-19-2023 and all drafts and accompanying statements or documents must be presented to Lender on or before that time (the "Expiration Date").

AMOUNT OF CREDIT. Lender hereby establishes at the request and for the account of Borrower, an irrevocable Letter of Credit in favor of Beneficiary for a sum of One Hundred Four Thousand Five Hundred Fifteen & 69/100 Dollars ($104,515.69) (the "Letter of Credit"). These funds shall be made available to Beneficiary upon Lender's receipt from Beneficiary of sight drafts drawn on Lender at Lender's address indicated above (or other such address that Lender may provide Beneficiary in writing) during regular business hours and accompanied by the signed written statements or documents indicated below.

WARNING TO BENEFICIARY: PLEASE EXAMINE THIS LETTER OF CREDIT AT ONCE. IF YOU FEEL UNABLE TO MEET ANY OF ITS REQUIREMENTS, EITHER SINGLY OR TOGETHER, YOU SHOULD CONTACT BORROWER IMMEDIATELY TO SEE IF THE LETTER OF CREDIT CAN BE AMENDED. OTHERWISE, YOU WILL RISK LOSING PAYMENT UNDER THIS LETTER OF CREDIT FOR FAILURE TO COMPLY STRICTLY WITH ITS TERMS AS WRITTEN.

DRAFT TERMS AND CONDITIONS. Lender shall honor drafts submitted by Beneficiary under the following terms and conditions:

upon Lender's honor of such drafts, Lender shall be fully discharged of Lender's obligations under this Letter of Credit and shall not be obligated to make any further payments under this Letter of Credit once the full amount of credit available under this Letter of Credit has been drawn.

Beneficiary shall have no recourse against Lender for any amount paid under this Letter of Credit once Lender has honored any draft or other document which complies strictly with this Letter of Credit, and which on its face appears otherwise in order but which is signed, issued, or presented by a party or under the name of a party purporting to act for Beneficiary, purporting to claim through Beneficiary, or posing as Beneficiary without Beneficiary's authorization. By paying an amount demanded in accordance with this Letter of Credit, Lender makes no representation as to the correctness of the amount demanded and Lender shall not be liable to Beneficiary, or any other person, for any amount paid or disbursed for any reason whatsoever, including, without limitation, any nonapplication or misapplication by Beneficiary of the proceeds of such payment. By presenting upon Lender or a confirming bank, Beneficiary certifies that Beneficiary has not and will not present upon the other, unless and until Beneficiary meets with dishonor. Beneficiary promises to return to Lender any funds received by Beneficiary in excess of the Letter of Credit's maximum drawing amount.

USE RESTRICTIONS. All drafts must be marked "DRAWN UNDER Carrollton Bank IRREVOCABLE LETTER OF CREDIT NO. 490241 DATED 08-19-2022," and the amount of each draft shall be marked on the draft. Only Beneficiary may complete a draft and accompanying statements or documents required by this Letter of Credit and make a draw under this Letter of Credit. This original Letter of Credit must accompany any draft drawn hereunder.

Partial draws are permitted under this Letter of Credit. Lender's honor of a partial draw shall correspondingly reduce the amount of credit available under this Letter of Credit. Following a partial draw, Lender shall return this original Letter of Credit to Beneficiary with the partial draw noted hereon; in the alternative, and in its sole discretion, Lender may issue a substitute Letter of Credit to Beneficiary in the amount shown above, less any partial draw(s).

PERMITTED TRANSFEREES. The right to draw under this Letter of Credit shall be nontransferable, except for:

A. A transfer (in its entirety, but not in part) by direct operation of law to the administrator, executor, bankruptcy trustee, receiver, liquidator, successor, or other representative at law of the original Beneficiary; and

B. The first immediate transfer (in its entirety, but not in part) by such legal representative to a third party after express approval of a governmental body (judicial, administrative, or executive).

TRANSFEREES REQUIRED DOCUMENTS. When the presenter is a permitted transferee (i) by operation of law or (ii) a third party receiving transfer from a legal representative, as described above, the documents required for a draw shall include a certified copy of the one or more documents which show the presenter's authority to claim through or to act with authority for the original Beneficiary.

COMPLIANCE BURDEN. Lender is not responsible for any impossibility or other difficulty in achieving strict compliance with the requirements of this Letter of Credit precisely as written. Beneficiary understands and acknowledges: (i) that unless and until the present wording of this Letter of Credit is amended with Lender's prior written consent, the burden of complying strictly with such wording remains solely upon Beneficiary, and (ii) that Lender is relying upon the lack of such amendment as constituting Beneficiary's initial and continued approval of such wording.

NON-SEVERABILITY. If any aspect of this Letter of Credit is ever declared unenforceable for any reason by any court or governmental body having jurisdiction, Lender's entire engagement under this Letter of Credit shall be deemed null and void ab initio, and both Lender and Beneficiary shall be restored to the position each would have occupied with all rights available as though this Letter of Credit had never occurred. This non-severability provision shall override all other provisions in this Letter of Credit, no matter where such provision appears within this Letter of Credit.

GOVERNING LAW. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Illinois without regard to its conflicts of law provisions, and except to the extent such laws are inconsistent with the 2007 Revision of the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce, ICC Publication No. 600. This Agreement has been accepted by Lender in the State of Illinois.

EXPIRATION. Lender hereby agrees with Beneficiary that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented to Lender on or before the Expiration Date unless otherwise provided for above.

Dated: August 19, 2022

LENDER:

CARROLLTON BANK

By: _____
Kevin Margeson, Assistant Vice President

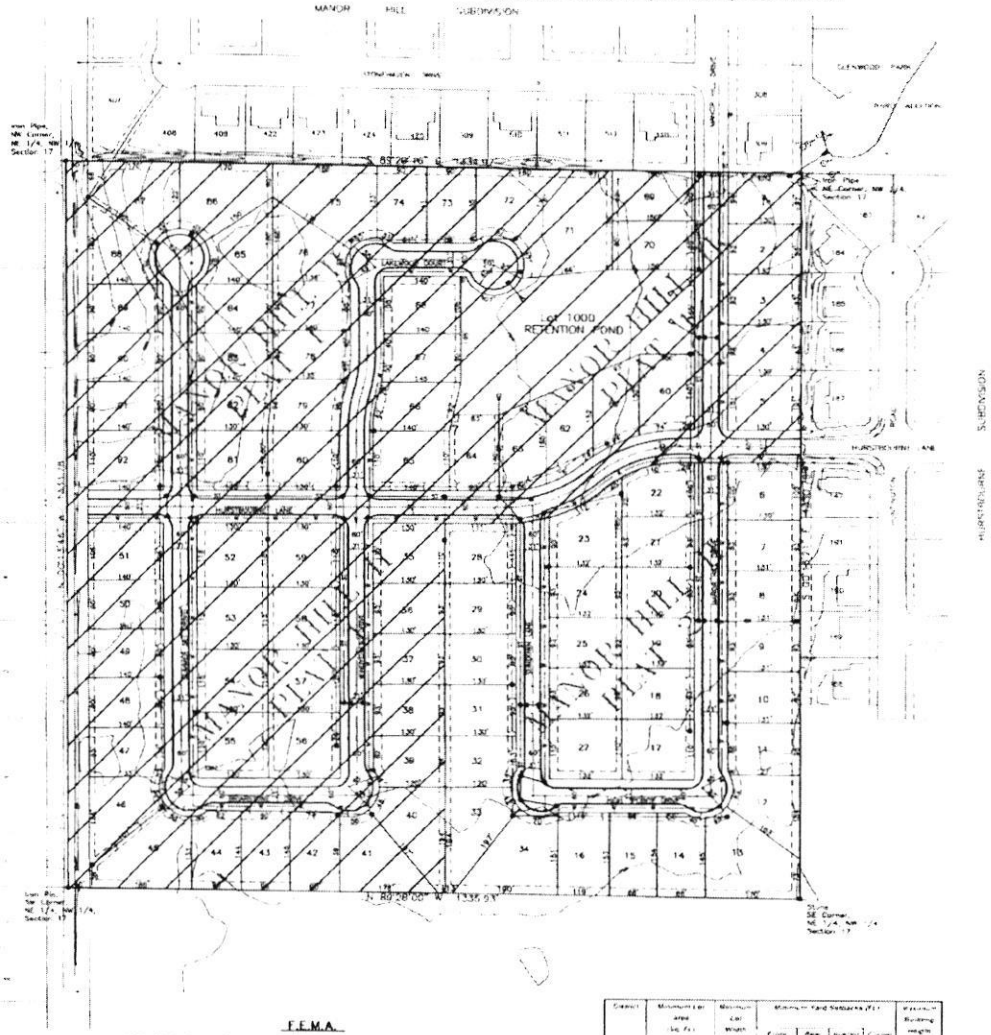
ENDORSEMENT OF DRAFTS DRAWN:

Date	Negotiated By	Amount In Words	Amount In Figures

MANOR HILL II

LEGAL DESCRIPTION

PART OF THE NORTHEAST QUARTER OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 17, TOWNSHIP 14 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN, SANGAMON COUNTY, ILLINOIS CONTAINING 478,725 S.F. (10.99 ACRES), MORE OR LESS.



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NO PART OF THIS PLAT IS LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY PER MAP NUMBER 17167C0420F (EFFECTIVE DATE: OCTOBER, 2020)

District	Minimum Lot Area (sq. ft.)	Minimum Lot Width (ft.)	Minimum Yard Requirements (ft.)				Maximum Building Height
			Front	Rear	Interior	Corner	

GRAPHIC SCALE IN FEET

LEGEND

	Existing	Proposed
Sanitary Sewers		
Storm Sewers		
Inlets		
Flared End Section		
Watermains		
Easements		
MANOR HILL II		

GENERAL NOTES

EXISTING ZONING: R-1
PROPOSED ZONING: R-1
LAND USE: SINGLE-FAMILY
NUMBER OF UNITS: 29 SINGLE FAMILY LOTS
SEWAGE DISPOSAL: SANGAMON COUNTY WATER RECLAMATION DISTRICT
WATER & ELECTRIC SUPPLY: VILLAGE OF CHATHAM
GAS SUPPLY: AMEREN ILLINOIS
CABLE TV: COMCAST
TELEPHONE: FRONTIER COMMUNICATIONS
FIRE PROTECTION: CHATHAM FIRE DISTRICT
SCHOOL DISTRICT: BALL CHATHAM SCHOOL DISTRICT #5

STAGING PLAN

PLAT	LOTS
1	1-5, 35-92
2	6-34

OWNER & SUBDIVIDER

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CONTACT: PHIL MARTIN (217) 698-8900

"PRELIMINARY PLAN – NOT TO BE RECORDED BY THE RECORDER OF DEEDS"

NO.	DATE	REVISION	BY

SHEET TITLE: PRELIMINARY PLAN

PROJECT: MANOR HILL II PHASE 2
CHATHAM, ILLINOIS

MEC
MARTIN ENGINEERING COMPANY

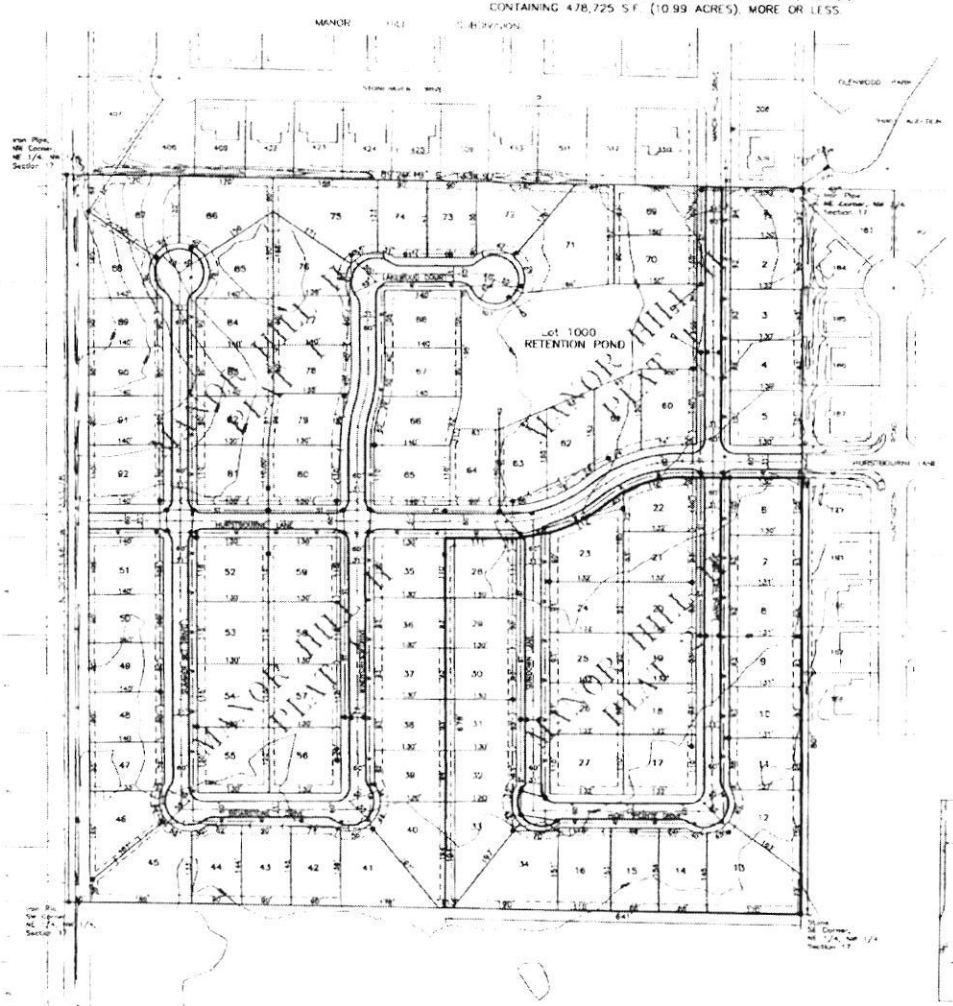
PAGE: 22151
SCALE: 1" = 100'
DATE: AUG. 4, 2022
DRAWN: BJP
CHECKED: PDM
FILE: PLAN

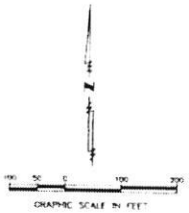
1 OF 1 SHTS

MANOR HILL II

LEGAL DESCRIPTION

PART OF THE NORTHEAST QUARTER OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 17, TOWNSHIP 14 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN, SANGAMON COUNTY, ILLINOIS CONTAINING 478,725 S.F. (10.99 ACRES), MORE OR LESS





LEGEND

	Existing	Proposed
Sanitary Sewers		
Storm Sewers		
Inlets		
Flared End Section		
Watermains		
Easements		

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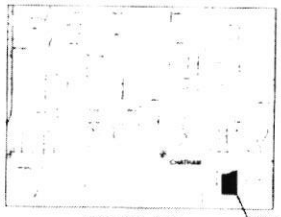

LOCATION MAP
SCALE: 1" = ±1,000'

NO.	DATE	REVISION	BY

LOCATION/SKETCH MAP

PROJECT: MANOR HILL II PHASE 2
CHATHAM, ILLINOIS

MEC
MARTIN ENGINEERING COMPANY

22131
1" = 100'
AUG. 4, 2022
SKETCH
1
OF 1 SHTS