

RESOLUTION NO. 51-21

AN RESOLUTION RELEASING THE LETTER OF CREDIT FOR PRAIRIE GROVE
ESTATES PLAT 6

WHEREAS, the Village of Chatham (“Village”) is an Illinois Municipal Corporation existing and operating under the Illinois Municipal Code and the laws of the State of Illinois; and,

WHEREAS, the Village previously required multiple letters of credit for the Prairie Grove Estates subdivision; and,

WHEREAS, Marine Bank (“Bank”) has issued a Irrevocable Standby Letter of Credit numbered 11014074-39047-01 in the amount of \$36,700 in favor of the Village for the account of Connor Construction, Inc. as attached hereto as **Exhibit A**; and,

WHEREAS, a release in the letter of credit has been requested based on the public infrastructure that has been completed and accepted by the Village; and,

WHEREAS, the corporate authorities of the Village of Chatham believe it is in the best interests of the Village to release the letter of credit.

NOW THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Chatham, Sangamon County, Illinois, as follows:

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

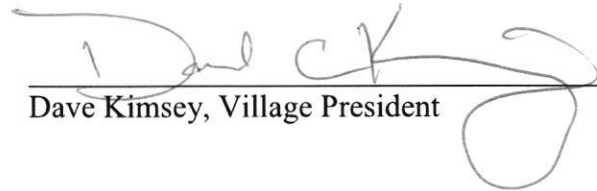
Section 2. Release of Letter of Credit. Irrevocable Standby Letter of Credit numbered 11014074-39047-01 issued in favor of the Village and attached hereto as **Exhibit A** shall be released. The Village President or his designee is authorized to execute any documents to effectuate the release contemplated by this Resolution.

Section 3. Effective Date. This Resolution shall be in full force and effect from and after its passage and approval.

SO RESOLVED this 23 day of November, 2021.

	YES	NO	ABSENT	PRESENT
KRISTEN CHIARO				
ANDREW DETMERS				
MEREDITH FERGUSON				
BRETT GERGER				
MATT MAU				
PAUL SCHERSCHEL				
DAVE KIMSEY				
TOTAL	5	-	1	

APPROVED by the President of the Village of Chatham, Illinois this 23 day of November, 2021.



Dave Kimsey, Village President

Attest:


Dan Holder, Village Clerk

EXHIBIT A
Irrevocable Standby Letter of Credit



November 11, 2021

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

Attention: Mr. Patrick McCarthy-Village Administrator

**Re: *Prairie Grove Plat 6
Village of Chatham
Letter of Credit Reduction/Final***

Pat,

CMT was requested by the village to field review the outstanding issues listed in the March 7, 2008 Letter of Credit for the Prairie Grove Plat 6 Subdivision. Per the latest Letter of Credit, an amount of \$36,700 was being retained for the completion of sidewalk and seeding. Upon review of the subdivision field conditions, all sidewalk and seeding within the village's right of way has been competed and is satisfactory for the final reduction of the Letter of Credit.

Should you have any questions or comments, please let me know.

Sincerely,

CRAWFORD, MURPHY & TILLY, INC.

A handwritten signature in black ink, appearing to read "James M. Michael".

James M. Michael, P.E.
Project Manager

Enclosures



IRREVOCABLE STANDBY LETTER OF CREDIT

ORIGINAL DATE OF ISSUE: March 7, 2008
EXPIRATION DATE: March 6, 2009
LETTER OF CREDIT NO.: 11014074-39047-01
AMOUNT: THIRTY-SIX THOUSAND SEVEN HUNDRED AND NO/100THS DOLLARS (U.S. \$36,700.00)
BENEFICIARY: Village of Chatham
116 East Mulberry
Chatham, IL 62629
ACCOUNT PARTY: Connor Construction, Inc.
403 South Main Street
Chatham, IL 62629

Marine Bank, Springfield (hereinafter referred to as "Bank") hereby opens an irrevocable letter of credit (the "Letter of Credit") in favor of Village of Chatham (hereinafter referred to as "Beneficiary") in the maximum amount of THIRTY-SIX THOUSAND SEVEN HUNDRED AND NO/100THS U.S. DOLLARS (U.S. \$36,700.00) (the "Maximum Amount"). Said funds, or a portion thereof, are available by your draft(s) at sight drawn on the Marine Bank, Springfield, located in Springfield, Illinois accompanied by the following:

1. **DRAFTS:** Funds under this Letter of Credit, up to the Maximum Amount, are only available to Beneficiary against Beneficiary's sight draft(s) drawn on Bank on or before the close of business on March 6, 2009, and such drafts must state: "Drawn under Irrevocable Letter of Credit, Number 11014074-39047-01, dated March 7, 2008, of Marine Bank, Springfield." Drafts must be accompanied by the original Letter of Credit and by a letter signed by an authorized signor of Village of Chatham, certifying that Account Party has defaulted under its contract with the Village of Chatham, together with a copy of the invoices relating to the work performed by or on the behalf of the Beneficiary as a result of the Account Party's default.

2. **PURPOSE:** To secure the completion of concrete sidewalks and seeding

payment to cover the relative commercial invoices(s) being issued to Account Party at the above address location only, with attached copy(ies) of said invoices, has not been received and that the invoices are deemed unpaid and past due.

3. **PARTIAL DRAWING:** Partial drawings are permitted under this Letter of Credit. The original Letter of Credit must be presented to the Bank for endorsement with respect to any payment or cancellation.

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4. ACCOUNT PARTY: This Letter of Credit is available and all drafts must be drawn on Bank for the account of Connor Construction, Inc. The Account Party will pay a service fee of 2% of the Maximum Amount.

5. OBLIGATION OF ISSUED: Bank agrees with the drawers, endorsers and good faith holders to duly honor drafts drawn and negotiated in compliance with the terms of this Letter of Credit upon presentation to Marine Bank, Springfield, 3050 Wabash Avenue, Springfield, Illinois 62704.


6. MODIFICATION: This Letter of Credit sets forth, in full, the terms of our undertaking and this undertaking shall not, in any way, be modified, amended or amplified by reference to any document, instrument or agreement referred to herein or in which this Letter of Credit is referred to or to which this Letter of Credit relates, unless in writing and signed by authorized signatories of the Bank.

7. THIS OBLIGATION SHALL BE DEEMED AUTOMATICALLY RENEWED ON AN ANNUAL BASIS. THE ISSUING FINANCIAL INSTITUTION MAY CANCEL THE LETTER OF CREDIT AND BE RELEASED FROM FUTURE LIABILITY HEREUNDER BY DELIVERING THIRTY (30) DAYS PRIOR, WRITTEN NOTICE TO THE VILLAGE OF CHATHAM AT THE ADDRESS SHOWN ABOVE. CANCELLATION SHALL NOT AFFECT ANY LIABILITY INCURRED AND ACCRUED HEREUNDER PRIOR TO THE TERMINATION OF THE THIRTY (30) DAY PERIOD.

8. FURTHER, THIS LETTER OF CREDIT WILL REMAIN IN FULL FORCE AND IN EFFECT FOR FIVE YEARS AFTER SUCH CANCELLATION FOR ANY LIABILITY INCURRED DUE TO ACTS OF THE DEALER WHICH OCCURRED PRIOR TO THE EFFECTIVE DATE OF SAID CANCELLATION.

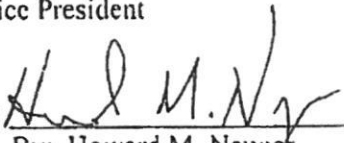
Multiple certifications under this Irrevocable Standby Letter of Credit may be made for an amount not in excess of the amount as set forth above. We hereby engage with you that your demand for payment accompanied by documents drawn under in compliance with the terms of this credit will be duly honored upon presentation as specified. Except as far as otherwise expressly stated herein, this Letter of Credit is subject to Article 5 of Uniform Commercial Code, as set forth in 810 ILCS 5/1-101 *et seq.*

MARINE BANK, SPRINGFIELD



By: Joseph Stanley
Its: Vice President

Date: 3/7/08

Attest: 

By: Howard M. Neuger
Its: Executive Vice President

Date: 3/7/2008