

**A RESOLUTION APPROVING THE FINAL PLAT OF OLD TIPTON ESTATES  
THIRD ADDITION**

**WHEREAS**, the Village of Sherman (“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 further is operating as a home rule municipality pursuant to and with all powers under Article VII, Section 6 of the Constitution of the State of Illinois; and

**WHEREAS**, the Village’s Subdivision Code sets forth the process for the submission and approval of a final plat; and

**WHEREAS**, a preliminary plan previously submitted and approved and a final plat has now been submitted by for the Old Tipton Estates Third Addition as attached hereto as **Exhibit A**; and

**WHEREAS**, the Village Engineer reviewed the final plat and is recommending approval of same; and

**WHEREAS**, all requirements of Chapters 2 and 3 of Title 11 of the Sherman Village Code have been met; and,

**WHEREAS**, the Corporate Authorities believe it is in the best interests of the Village to approve the final plat submitted for Old Tipton Estates Third Addition as set forth in this Resolution.

**NOW THEREFORE**, BE IT RESOLVED BY THE VILLAGE BOARD OF THE VILLAGE OF SHERMAN, SANGAMON COUNTY, ILLINOIS, as follows:

**Section 1.** The above recitals are incorporated herein by this reference as if specifically stated in full.

**Section 2.** The Village Board of Trustees approves the final plat, attached hereto as **Exhibit A**, submitted for the Old Tipton Estates Third Addition, pending receipt of the Village Engineer's Certification Letter, and hereby authorizes the Village President to sign the plat for and in the name of the Village and for the Village Clerk to attest to same.

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

**Section 4.** All resolutions or parts of resolutions in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall affect any rights, actions, or causes of action which shall have accrued to the Village of Sherman prior to the effective date of this resolution.

**Section 5.** This resolution shall be effective immediately upon its passage and approval.

SO RESOLVED this 22<sup>ND</sup> day of August, 2017, at Sherman, Sangamon County, Illinois.

	YES	NO	ABSENT	PRESENT
GRAY	✓			
HAHN			✓	
LONG	✓			
ROCKFORD	✓			
SCHULTZ	✓			
TIMM			✓	
CLATFELTER				
TOTAL	4	0	2	0

**VILLAGE OF SHERMAN**

  
\_\_\_\_\_  
Trevor J. Clatfelter, President

Attest:

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



**K U H N & T R E L L O**

**C O N S U L T I N G E N G I N E E R S**

*A Limited Liability Company*

*630 E. Washington Street  
Springfield, IL 62703  
Phone: 217-679-0044*

August 31, 2017

Village Board  
Village of Sherman  
401 St. John Drive  
Sherman, IL 62684

**SUBJECT: Village Engineer Certification for Final Plat Acceptance  
Old Tipton Estates Third Addition**

**Village Board:**

Per Ordinance 11-3D-5 A, a final inspection of Old Tipton Estates Third Addition has been performed with outstanding items noted, As-Built plans have been received, a certification from the design engineer has been submitted and a \$72,000 security representing 125% of the cost of the outstanding improvement items has been issued on behalf of the Village. As such, I recommend to the Village Board approval of the Final Plat for Old Tipton Estates Third Addition.

Per Ordinance 11-3D-5 D, the Village Board may, by resolution, approve the final plat, accept the completion bond (or other form of security), and authorize the president to sign the plat for and in the name of the Village of Sherman.

If you have any questions or need any further information, please contact me at (217) 679-0044 or [KKuh@ktengr.com](mailto:KKuh@ktengr.com).

Respectfully,

A handwritten signature in black ink, appearing to read 'Kevin Kuhn'.

Kevin Kuhn, P.E.  
Village Engineer

CC:

Village of Sherman  
File

## ESCROW AGREEMENT

This Agreement made this 31<sup>st</sup> day of August, 2017, between LUKER-CARTER DEVELOPMENT, LLC and JEFF CARTER (jointly and severally referred to as "First Party") THE VILLAGE OF SHERMAN, ILLINOIS (Second Party), and UNITED COMMUNITY BANK (Escrow Agent) witnesses that:

1. First Party hereby delivers to Escrow Agent SEVENTY-TWO THOUSAND DOLLARS (\$72,000.00).

2. Upon proof being made to Escrow Agent, by written letter of the Second Party's Engineer, Kuhn and Trello Consulting Engineers, LLC, that the First Party has fully performed any or all of the improvements listed in the Martin Engineering Company's July 24, 2017 correspondence (attached hereto as **Exhibit A**), the Escrow Agent shall deliver said funds to First Party in the amount requested by Kuhn and Trello Consulting Engineers, LLC.

3. If evidence is submitted to Escrow Agent establishing that First Party has failed to perform its improvements pursuant to the Final Plat submitted to the Village, the Escrow Agent shall remit all funds remaining in Escrow to the Second Party; provided, however, that ten (10) days written notice of such proposed action by Escrow Agent has been given to First Party.

4. If there is any dispute as to whether or not First Party has fully performed all of the required improvements, Escrow Agent may file an Interpleader in the Circuit Court of Sangamon County, Illinois to have the Court determine the dispute, and all costs thereof, including a reasonable attorney's fee for Escrow Agent shall be charged against the party or parties whose claims are not upheld by said Court.

5. There shall be no compensation of Escrow Agent for its services, other than those set forth in Paragraph 4 hereof, and First Party shall be entitled to all interest that accrues on the escrow account.

[SIGNATURES ON FOLLOWING PAGE]

**FIRST PARTY:**

LUKER-CARTER DEVELOPMENT, LLC

By: Joe Blanton  
Its: Pres.

**ATTEST:**

By: Shane Easton  
Its: \_\_\_\_\_

**JEFF CARTER**

Jeff Carter  
Jeff Carter

**SECOND PARTY:**

VILLAGE OF SHERMAN

By: Trevor Clatfelter  
Trevor Clatfelter, Village President

**ATTEST:**

By: Jeremy Stunkel  
Jeremy Stunkel, Village Treasurer

**ESCROW AGENT:**

UNITED COMMUNITY BANK

By: Darlene A. Knott  
Its Authorized Representative



**MARTIN ENGINEERING COMPANY**  
**CONSULTING ENGINEERS/LAND SURVEYORS**

3695 South 6th Street Frontage Road, Springfield, Illinois 62703

July 24, 2017

Kuhn and Trello Consulting Engineers, LLC  
630 E. Washington Street  
Springfield, Illinois 62701  
Attn: Kevin Kuhn

RE: Old Tipton Estates  
3rd Addition  
MEC No. 04236-3

Dear Kevin:

We are requesting your approval of a Letter of Credit amount of \$ 72,000 to cover the uncompleted improvements for Old Tipton Estates, 3rd Addition as shown below:

Re-establish swale on Lots 99 & 100 (3 <sup>rd</sup> Addition) and Lots 103 & 104 (2 <sup>nd</sup> Addition)		\$ 1,000.00
Erosion Control Maintenance and Removal		\$ 500.00
Permanent Seeding (Entire Site)		\$ 5,000.00
P.C.C. Sidewalk, includes Handicap ramps (\$ 4.59 x 10,632 sq. ft.)		\$ 48,800.88
Handicap Ramps detectable warnings		<u>\$ 2,000.00</u>
		<b>\$ 57,300.88</b>
Subtotal	\$ 57,300.88	
	x 1.25	
Total	\$ 71,626.10	
Say	\$ 72,000	

Please call with a confirmation of this amount.

Respectfully,

MARTIN ENGINEERING COMPANY



Philip G. Martin