

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: IB

Title:

Recommendation to approve and execute an Acceptance Resolution for Public Utilities for the Lot 7 of Pheasant Run Crossing (Silverado) Development.

Presenter:

Rita Tungare, Director of Community & Economic Development

Meeting: City Council – New Business

Date: May 21, 2018

Proposed Cost: \$0

Budgeted Amount: \$

Not Budgeted: **Executive Summary** *(if not budgeted please explain):*

Silverado is a 90-unit senior memory care assisted living facility located on E. Main St., west of Hilton Garden Inn.

Public Watermain, Sanitary Sewer and appurtenances were constructed by the developer to service the improvements for the Lot 7 of Pheasant Run Crossing (Silverado) development.

Said utilities have undergone and passed all required testing.

The developer will assume maintenance responsibilities of the sanitary sewer until such time the property to the northwest gets developed. At that time, there would be two users of the sanitary sewer and the City will assume maintenance responsibility.

Attachments *(please list):***Recommendation/Suggested Action** *(briefly explain):*

Staff suggests approval and execution of an acceptance resolution for sanitary sewer and watermain.

**City of St. Charles
Kane and DuPage Counties**

ACCEPTANCE RESOLUTION

Subdivision Name: Lot 7 of Pheasant Run Crossing (Silverado)

Whereas Silverado St. Charles LLC, the Developer of Lot 7 of Pheasant Run Crossing (Silverado), constructed public watermain, sanitary sewer and appurtenances in easements as described in the attached exhibits in the aforesaid Subdivision; and

Whereas, the Developer has constructed public watermain, sanitary sewer and appurtenances in accord with the plans and specifications, heretofore approved by the City of St. Charles; and

Whereas, the constructed public watermain, sanitary sewer and appurtenances have been inspected by the Engineer for the sub divider and by a representative for the City of St. Charles and are found to be satisfactory;

Whereas, the Developer shall maintain the sanitary sewer. The sanitary sewer shall become publically maintained with the development of Lot 702 being a part of Lot 7 of Pheasant Run Crossing;

Now, Therefore, Be It Resolved by the City Council of St. Charles, that said Council hereby approves and accepts the constructed public watermain, sanitary sewer and appurtenances. It being understood that this acceptance and/or approval in no way relieves the Contractor of his Surety of any obligation for maintenance for a period of one (1) year as provided for in said Contract.

Passed by the City Council of the City of St. Charles, this _____ day of _____, 20 ____, and **APPROVED** by the Mayor of said City of St. Charles, this _____ day of _____, 20 ____.

MAYOR

ATTEST:

CITY CLERK

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that Silverado St Charles LLC ("Seller"), in consideration of One (\$1.00) Dollar and other good and valuable consideration, does hereby grant, sell, transfer and deliver unto the CITY OF ST. CHARLES, an Illinois municipal corporation in Kane County, Illinois, ("City") the following goods, chattels or other items of personal property, to wit:

ONE: Each and every part of a Sanitary Sewer Systems and appurtenances, as fully described in a certain set of plans and specifications attached hereto and incorporated herein as Exhibit "A".

TWO: The object of this Bill of Sale is to grant, sell, transfer and deliver to the CITY, with the exceptions noted, the ownership in all items of personalty, which comprise the Sanitary Sewer Systems and appurtenances by SELLER to date within the CITY. Seller shall remain responsible for maintenance of the sanitary sewer systems and appurtenances.

SELLER does hereby covenant and warrant to the CITY that SELLER is the lawful owner of the aforescribed goods, chattels and personalty; that such items are free and clear from all encumbrances; that SELLER has the absolute right to sell the same as aforesaid; and that SELLER warrants and will defend the same against the claims and demands of all persons; and that the execution of this Bill of Sale is an authorized act of said SELLER.

IN WITNESS WHEREOF, SELLER has signed and sealed this Bill of Sale at Irvine, CA, this 17 day of May, 2018.

(SELLER)
Silverado St. Charles LLC

BY: 

ITS: CFO

ATTEST:



S.V.P. of Development

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that Silverado St Charles LLC ("Seller"), in consideration of One (\$1.00) Dollar and other good and valuable consideration, does hereby grant, sell, transfer and deliver unto the CITY OF ST. CHARLES, an Illinois municipal corporation in Kane County, Illinois, ("City") the following goods, chattels or other items of personal property, to wit:

ONE: Each and every part of a Water Systems and appurtenances, as fully described in a certain set of plans and specifications attached hereto and incorporated herein as Exhibit "A".

TWO: The object of this Bill of Sale is to grant, sell, transfer and deliver to the CITY, with the exceptions noted, the ownership in all items of personalty, which comprise the Water Systems and appurtenances by SELLER to date within the CITY.

SELLER does hereby covenant and warrant to the CITY that SELLER is the lawful owner of the aforescribed goods, chattels and personalty; that such items are free and clear from all encumbrances; that SELLER has the absolute right to sell the same as aforesaid; and that SELLER warrants and will defend the same against the claims and demands of all persons; and that the execution of this Bill of Sale is an authorized act of said SELLER.

IN WITNESS WHEREOF, SELLER has signed and sealed this Bill of Sale at Irving, CA, this 17 day of May, 20 18.

(SELLER)
Silverado St. Charles LLC

BY: [Signature]

ITS: CFD

ATTEST:

[Signature]
SVP of Development

