

TOWN COUNCIL TOWN OF GYPSUM, STATE OF COLORADO

RESOLUTION NO. 02 (SERIES 2021)

**A RESOLUTION ACCEPTING THE DEDICATION OF PUBLIC IMPROVEMENTS
FOR HABITAT FOR HUMANITY GRACE AVENUE**

WHEREAS, the Town of Gypsum ("Gypsum") has approved the subdivision for Habitat for Humanity Grace Avenue ("Developer") on the condition that certain required improvements as listed in the Bill of Sale as **Exhibit A**, attached hereto and incorporated herein ("Public Improvements") be constructed, conveyed and dedicated to Gypsum consistent with the plans approved by Gypsum; and


WHEREAS, the Town Engineer and Public Works Department has reviewed and inspected the Public Improvements and has determined that they have been constructed in compliance with Gypsum specifications; and

WHEREAS, Developer has provided reproducible as-built mylar and AutoCAD drawings, an affidavit affirming payment for all materials and work related to the construction of these Public Improvements and provided warranty security for all construction related to the Public Improvements.

NOW, THEREFORE, be it resolved and agreed by the Town Council of the Town of Gypsum, Colorado, and Developer that the Public Improvements, as listed in the Bill of Sale attached as Exhibit A, are hereby dedicated and conveyed to, and accepted by, Gypsum.

Introduced, read, and approved by the Town Council of the Town of Gypsum, Colorado, at its regular meeting held at the Town of Gypsum on the 12th day of January, 2021 by a vote of 7 in favor and 0 against.

TOWN OF GYPSUM

BY: 
Stephen M. Carver, Mayor

ATTEST:

BY: 

EXHIBIT A
BILL OF SALE

BILL OF SALE
Habitat for Humanity Vail Valley Grace Avenue Duplexes
(aka IK Bar Ranch Lot 2)

KNOW ALL MEN BY THESE PRESENTS: Habitat for Humanity Vail Valley, LLC, ("Developer"), for and in consideration of the mutual promises and assurances made herein, the sufficiency of which is hereby acknowledged, and other valuable consideration by the TOWN OF GYPSUM, COLORADO, a home rule municipality organized pursuant to Article XX of the Colorado Constitution, ("Gypsum"), according to the terms and conditions contained hereon has bargained and sold and by these presents does dedicate, grant and convey unto Gypsum, its successors and assigns, the following property:

The water and sewer main lines, and related appurtenances (excluding services), fire hydrants, street signs, and street lights, as described in Exhibit A, attached hereto and incorporated herein ("Public Improvements"), which were constructed or otherwise acquired by Developer to serve the property generally known as Grace Avenue Duplexes at IK Bar Ranch Lot 2.

To have and to hold the same, unto Gypsum, its successors and assigns forever, and Developer, for itself, its successors or assigns, covenants and agrees to and with Gypsum, its successors and assigns, to warrant and defend the sale of said Public Improvements, hereby made unto Gypsum, its successors and assigns, against all and every person or persons whomsoever, and warrants that the conveyance of the Public Improvements to Gypsum, its successors and assigns, is made free from any claim or demand whatsoever.

The Developer further agrees and assures:

1. That all the Public Improvements described herein were installed in substantial compliance with Gypsum's Ordinances, Rules and Regulations and applicable construction standards, and that they are in first-class working order, free from any defect whatever.
2. That no charges for materials or labor are due and payable on any of the Public Improvements described herein, and that Developer shall indemnify, defend, and hold Gypsum and its agents, employees, engineers and attorneys, harmless from and against all claims, damages, judgements, losses, and expenses of every nature, including reasonable attorney's fees, arising at any time out of defects in materials or workmanship of Developer and its employees, subcontractors and their employees, and all other persons directly or indirectly performing work for Developer on the Public Improvements described herein.

3. During the period of three (3) years after the effective date of this acceptance, Developer shall, at its sole cost and expense make all needed and necessary repairs and replacements to the Public Improvements due to defective materials, design and/or workmanship, breach of contract or failure to abide by Gypsum approved plans or standards. If after thirty (30) days from mailing of a written notice to Developer requesting repairs, which thirty (30) days shall be extended for weather conditions preventing such work, Developer shall not have undertaken with due diligence to make such maintenance or repairs, then Gypsum may make the same at Developer's expense, either by bid or negotiated price. In case of emergency, such thirty (30) day period is waived.

4. Developer has posted a three year warranty letter of credit or cash to repair defects to the Public Improvements arising within the three year warranty period. Should defects arise during the warranty periods, Developer shall extend the warranty letter of credit or cash so as to provide a full three year warranty period following the repair of the defect to Gypsum's reasonable satisfaction. **Should the Town, because of weather or otherwise be prohibited from making proper inspection of the improvements to determine their acceptance prior to the expiration of the warranty period and letter of credit or cash, the warranty period and letter of credit or cash shall be extended for such time as is reasonably necessary to allow inspection.** This paragraph shall not limit Gypsum's right to pursue any other legal means to collect the costs incurred to repair any defects during the warranty period, including withholding building permits, certificates of occupancy, or any other approvals requested by Developer or for any phase of the Subdivision.

IN WITNESS WHEREOF, the Developer has caused its name to be hereunto subscribed this 12th day of November, 2020.

DEVELOPER

HABITAT FOR HUMANITY VAIL VALLEY, LLC

BY: 

TITLE: Executive Director

STATE OF COLORADO)
) ss.
COUNTY OF EAGLE)

The foregoing instrument was subscribed and sworn to before me this 12th
day of November, 2020, by John Wclaj as
Executive Director of Habitat for Humanity Vail Valley, LLC.

Witness my hand and official seal.

Maria Klopfenstein
Notary Public

My Commission expires: 12/21/2020

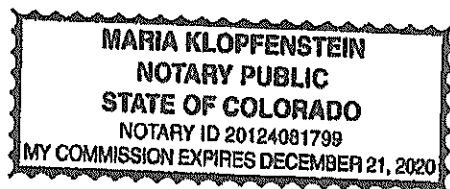


EXHIBIT A
PUBLIC IMPROVEMENTS

AFFIDAVIT

STATE OF COLORADO

}ss.

COUNTY OF EAGLE

John Welaj, hereby gives his or her word:

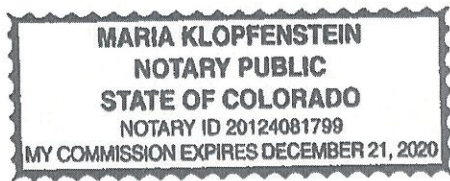
(Complete only if signed by a corporation):

That he or she is the Executive Director of Habitat for Humanity Vail Valley, LLC and makes this Affidavit for and on its behalf, being authorized so to do.

As such, the undersigned does hereby warrant, represent, state, swear and certify that it has paid in full any person who has labored or furnished materials, machinery, fixtures, or tools in connection with Habitat for Humanity Vail Valley, LLC Grace Avenue Duplexes (aka IK Bark Lot2) and the undersigned does further represent, state, swear and certify that any and all liens for labor or materials that were created by the undersigned as an agent of Habitat for Humanity Vail Valley, LLC in connection with Grace Avenue Duplexes have been extinguished through payment and the undersigned further agrees to furnish any and all waiver of liens from said laborers and material suppliers if such is requested by the Town of Gypsum.

Date November 12, 2020 By [Signature]
Title Executive Director

SUBSCRIBED AND SWORN to before me, this 12th day of November, 2020.
[Signature]
Notary Public
My Commission Expires: 12/21/2020



Habitat for Humanity at IK Bar, Gypsum, CO

3-Year WARRANTY- Letter of Credit compilation- November 16, 2020

Item No.	Description	Quantity	Units	Unit Price	Ext. Price
	UTILITIES- WATER				
1	8" PVC Water Main	531	LF	\$54.00	\$ 28,674.00
2	Connect to Existing Water Main	2	EA	\$6,500.00	\$ 13,000.00
3	8" Water Valve	2	EA	\$1,975.00	\$ 3,950.00
4	8"x 6" Tee	1	EA	\$400.00	\$ 400.00
5	8" Mega Lug	22	EA	\$70.00	\$ 1,540.00
6	8" Bends	7	EA	\$250.00	\$ 1,750.00
7	Bell Restraints	12	EA	\$120.00	\$ 1,440.00
8	Testing	1	LS	\$500.00	\$ 500.00
9	Fire Hydrant assembly	1	Ea	\$6,000.00	\$ 6,000.00
10	6" DI Fire Hydrant Lateral	10	LF	\$50.00	\$ 500.00
11	Total Water for Dedication				\$ 57,754.00
	UTILITIES- SANITARY SEWER				
20	8" PVC Sanitary Sewer Main	530	LF	\$60.00	\$ 31,800.00
21	4" PVC Sanitary Sewer Service		Private		
22	Concrete Manhole (4' dia.)	4	EA	\$3,000.00	\$ 12,000.00
23	Connect to Existing Main	1	EA	\$6,000.00	\$ 6,000.00
24	Total Sewer for Dedication				\$ 49,800.00
	Miscellaneous Dedication				
30	Streetlights	3	EA	\$4,000.00	\$ 12,000.00
31	Post with signs	2	EA	\$500.00	\$ 1,000.00
32	Total Misc. for Dedication				\$ 13,000.00
40				15% Water Warranty Reqmt =	\$ 8,663.10
41				15% Sewer Warranty Reqmt =	\$ 7,470.00
42				15% Misc. Warranty Reqmt =	\$ 1,950.00
43				Total Warranty LOC =	\$ 18,083.10