

TOWN COUNCIL TOWN OF GYPSUM, STATE OF COLORADO

RESOLUTION NO. 11 (SERIES 2021)

A RESOLUTION ACCEPTING THE DEDICATION OF PUBLIC IMPROVEMENTS  
FOR BUCKHORN VALLEY PHASE 5

WHEREAS, the Town of Gypsum ("Gypsum") has approved the subdivision of BV Tomahawk, LLC ("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.

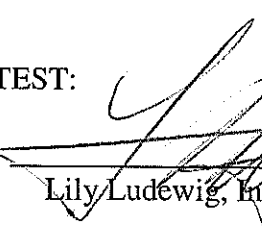
Introduced, read, and approved by the Town Council of the Town of Gypsum, Colorado, at its regular meeting held at the Town of Gypsum on the 23rd day of February, 2021 by a vote of 7 in favor and 0 against.

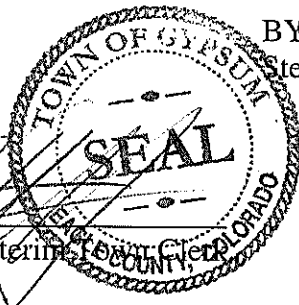
TOWN OF GYPSUM

BY:   
Stephen M. Carver, Mayor

ATTEST:

BY:

  
Lily Ludewig, Interim Town Clerk



**EXHIBIT A**  
**BILL OF SALE**

**BILL OF SALE**  
**BUCKHORN VALLEY PHASE 5**

KNOW ALL MEN BY THESE PRESENTS: BV Tomahawk, 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 street and sidewalk extension of Bridger Drive, street and sidewalks of Tomahawk Drive, all potable water main lines with fire hydrants and related appurtenances (excluding services), sanitary sewer main lines and related appurtenances (excluding services), all street signs, all street lights, and storm drainage improvements with the road platforms, including all related real and personal property, 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 Buckhorn Valley Phase 5.

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 one (1) year for potable water, sanitary sewer, street lights, and street signs and three (3) years for road and sidewalk improvements 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





**EXHIBIT A**  
**PUBLIC IMPROVEMENTS**

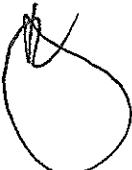


Exhibit A Public Improvements

Public Infrastructure Transferred to Town of Gypsum

DESCRIPTION	UNIT	QTY	CONTRACT VALUE
<b>MISCELLANEOUS</b>			
Mobilization	LS	1	\$ 20,000.00
Traffic Control	LS		
Construction Surveying & as-builts	LS	1	\$ 8,000.00
Geotechnical Testing	LS	0	\$ 10,000.00
Clearing and Grubbing	LS	1	\$ 4,000.00
Revegetation	Acre		\$ 7,500.00
<b>TOTAL MISC.</b>			<b>\$ 49,500.00</b>
<b>EARTHWORKS</b>			
<b>Bridger (Sta 0+00 - 4+08)</b>			
Topsoil Remove & Stockpile (6")	CY	326	\$ 978.00
Topsoil Replace (4" in landscape)	CY	80	\$ 400.00
Excavation	CY	576	\$ 2,304.00
Embankment	CY	105	\$ 945.00
Subgrade Preparation roads/ walks	SY	2,166	\$ 3,666.00
<b>Tomahawk (Sta 1+72 - 8+23)</b>			
Topsoil Remove and Stockpile (6")	CY	455	\$ 1,365.00
Topsoil Replace (6" in landscape)	CY	110	\$ 550.00
Excavation	CY	720	\$ 2,880.00
Embankment	CY	255	\$ 2,295.00
Subgrade Preparation roads/ walks	SY	2166	\$ 4,332.00
<b>Bowie (Sta 0+50 - 6+31)</b>			
Topsoil Remove and Stockpile (6")	CY	474	\$ 1,422.00
Excavation	CY	782	\$ 3,128.00
Embankment	CY	25	\$ 225.00
<b>TOTAL EARTHWORKS</b>			<b>\$ 24,490.00</b>
<b>SITE</b>			
<b>Bridger (Sta 0+00 - 4+08)</b>			
Asphalt (4")	TN	270	\$ 28,350.00
Basecourse (6") road, curb,	TN	597	\$ 19,701.00
Concrete curb and gutter	LF	760	\$ 19,000.00
Concrete sidewalk (4' wide)	LF	760	\$ 30,400.00
Concrete ADA ramp	EA	1	\$ 2,100.00
Signage	EA	1	\$ 575.00
Gravel Turnaround (6")	TN	340	\$ 10,880.00
Streetlight	EA	1	\$ 8,000.00
<b>Tomahawk (Sta 1+72 - 8+23)</b>			
Asphalt (4")	TN	309	\$ 32,445.00
Basecourse (6") road, curb,	TN	711	\$ 23,463.00
Concrete drainage pan- 6' wide	SF	444	\$ 6,660.00
Concrete curb and gutter	LF	936	\$ 23,400.00
Concrete sidewalk (4' wide)	LF	936	\$ 37,440.00
Concrete ADA ramp	EA	2	\$ 4,200.00
Signage	EA	2	\$ 1,150.00
Gravel Turnaround (6")	TN	340	\$ 10,880.00
<b>TOTAL SITE</b>			<b>\$ 258,644.00</b>
<b>UTILITY</b>			
<b>Sewer</b>			
Connect to existing sewer MH	EA	1	\$ 1,100.00
8" SDR 35 Sewer Main	LF	1333	\$ 90,644.00
Sewer Video & Testing	LF	1333	\$ 3,999.00
4' Diameter Sewer Manhole	LF	8	\$ 32,000.00
<b>Water</b>			
Connect to existing water main	EA	1	\$ 2,900.00
8" DIP Water Main	LF	680	\$ 48,960.00
8" Gate Valve	EA	2	\$ 3,800.00
8" Bend	EA	4	\$ 1,800.00
Temporary Blowoff	EA	2	\$ 1,600.00
8" Cap	EA	2	\$ 1,000.00
Fire Hydrant Assembly	EA	1	\$ 6,200.00
6" DIP Water Main	LF	15	\$ 600.00
6" Gate Valve	EA	1	\$ 1,450.00
8" x 6" Tee	EA	1	\$ 650.00
<b>TOTAL UTILITY</b>			<b>\$ 196,703.00</b>
<b>PROJECT TOTAL</b>			<b>\$ 529,337.00</b>

*[Handwritten signature]*  
1-27-21