

**TOWN COUNCIL TOWN OF GYPSUM, STATE OF COLORADO**

**RESOLUTION NO. 12 (SERIES 2021)**

**A RESOLUTION ACCEPTING THE DEDICATION OF PUBLIC IMPROVEMENTS  
FOR GREEN'S LANDING SUBDIVISION**

WHEREAS, the Town of Gypsum ("Gypsum") has approved the subdivision of Scott and Cappie Green ("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 9th day of March, 2021 by a vote of 6 in favor and 0 against.

ATTEST

BY:

Lily Ludeke, Interim Town Clerk



TOWN OF GYPSUM

BY:

Tom Edwards  
Mayor Pro Tem, Tom Edwards

## BILL OF SALE

### GREEN'S LANDING SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS: Scott and Cappie Green, ("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 bike path along the north side of Cottonwood Pass Road from Grundel Way to Kings Meadow Road, all potable water main lines with fire hydrants and related appurtenances (excluding services), sanitary sewer main lines, lift station, and related appurtenances (excluding services), 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 Green's Landing Subdivision.

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



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

## Green's Landing

Warranty Calculations

Scott Green Excavating, Inc.



February 11, 2021

| #  | DESCRIPTION OF WARRANTY ITEM              | UNIT | QUANTITY | UNIT PRICE  | TOTAL         | TOTAL COMPLETED TO DATE | DEDICATION-FINAL WARRANTY COSTS |
|----|---|------|----------|-------------|---------------|-------------------------|---------------------------------|
|    |   |      |          |             |               |                         |                                 |
| 1  | Engineering/soils/surveying/Env.          | LS   | 1        | \$ 8,000.00 | \$ 8,000.00   | \$ 8,000.00             | \$ 2,000.00                     |
| 2  | 8" SDR35 Sewer Main                       | LF   | 1905     | \$ 65.00    | \$ 123,825.00 | \$ 123,825.00           | \$ 123,825.00                   |
| 3  | 3" HDPE Dual sewer force main to Grundel  | LF   | 982      | \$ 35.00    | \$ 34,370.00  | \$ 34,370.00            | \$ 34,370.00                    |
| 4  | Sewer Lift Station (Gorman Rupp)          | LS   | 1        | \$20,000.00 | \$ 20,000.00  | \$ 64,000.00            | \$ 64,000.00                    |
| 5  | 2000 gal Concrete Vault (sewer vault)     | LS   | 1        | \$ 6,000.00 | \$ 6,000.00   | \$ 6,000.00             | \$ 6,000.00                     |
| 6  | Sewer Video & Testing                     | LF   | 1905     | \$ 3.00     | \$ 5,715.00   | \$ 5,715.00             | \$ 5,715.00                     |
| 7  | 4' Diameter Sewer Manhole                 | EA   | 8        | \$ 4,000.00 | \$ 32,000.00  | \$ 32,000.00            | \$ 32,000.00                    |
| 8  | 4" PVC Sewer Service w/ cleanout (9 each) | LF   | 1142     | \$ 38.00    |               |                         |                                 |
| 9  | 8" class 52 DIP Water Main                | LF   | 1632     | \$ 80.00    | \$ 130,560.00 | \$ 130,560.00           | \$ 130,560.00                   |
| 10 | 8" Gate valves                            | EA   | 3        | \$ 1,200.00 | \$ 3,600.00   | \$ 3,600.00             | \$ 3,600.00                     |
| 11 | 8" Mechanical Bends, Tees                 | EA   | 17       | \$ 500.00   | \$ 8,500.00   | \$ 8,500.00             | \$ 8,500.00                     |
| 12 | 1" Pure Core Water Service w/ curb stop   | LF   | 1237     | \$ 50.00    |               |                         |                                 |
| 13 | 1" PurCOre Water Service to Lift Station  | LF   | 632      | \$ 50.00    | \$ 31,600.00  | \$ 4,200.00             | \$ 4,200.00                     |
| 14 | Fire Hydrant Assembly                     | EA   | 3        | \$ 4,500.00 | \$ 13,500.00  | \$ 13,500.00            | \$ 13,500.00                    |
| 15 | 8' Bike Path 6" Class 6 & excavation      | TN   | 75       | \$ 45.00    | \$ 3,375.00   | \$ 3,375.00             | \$ 3,375.00                     |
| 16 | 8' Bike Path 3" Asphalt                   | TN   | 39       | \$ 130.00   | \$ 5,070.00   | \$ 5,070.00             | \$ 5,070.00                     |
| 17 |   |      |          |             |               | <b>Total =</b>          | <b>\$ 436,715.00</b>            |
| 18 |   |      |          |             |               | <b>15% Warranty =</b>   | <b>\$ 65,507.25</b>             |