

TOWN COUNCIL TOWN OF GYPSUM, STATE OF COLORADO

RESOLUTION NO. 12 (SERIES 2019)

A RESOLUTION ACCEPTING THE DEDICATION OF PUBLIC IMPROVEMENTS FROM THE EAGLE COUNTY SCHOOL DISTRICT RE-50J FOR VALLEY ROAD

WHEREAS, the Town Council of the Town of Gypsum (“Council”) approved the Annexation Agreement of the Eagle County School District RE-50J recorded as Reception No. 723987 of the Eagle County Records on March 2, 2000 on the condition that certain public improvements to Valley Road be completed; and

WHEREAS, on November 20, 2018, the Council agreed to a modification of Phase 2 of the Valley Road improvements and accepts the improvements identified in the Bill of Sale and Exhibit A attached hereto and incorporated herein (“Public Improvements”); and

WHEREAS, the Town Engineer has reviewed and inspected the Public Improvements and has determined that they have been constructed in compliance with Gypsum specifications except as provided in the approval conditions below; 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 had Haselden Construction, LLC provide warranty security for all construction related to the Public Improvements;

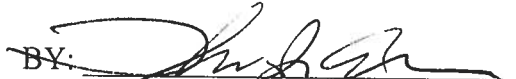
NOW, THEREFORE, be it resolved and agreed by the Town Council of the Town of Gypsum, Colorado, and Developer that the Public Improvements as listed in the Bill of Sale and Exhibit A, are hereby dedicated and conveyed to, and accepted by, Gypsum, subject to the following conditions:

1. Developer shall indemnify and hold Gypsum harmless from and against any and all liability, loss, damages, costs and expenses, including reasonable attorney’s fees arising from any and all claims relating to defects in materials or workmanship in the construction of the Public Improvements.
2. During the period of three (3) years after the effective date of this acceptance for any other improvements, 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.

3. Developer has posted a three year warranty security 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 security 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, the warranty period and security shall be extended for such time as is reasonably necessary to allow inspection. This paragraph 3 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.
4. This Resolution shall be binding upon Developer, the owners of properties within the Subdivision, and their successors and assigns.
5. This Resolution shall be effective and deemed a contract between Gypsum and Developer upon the written acceptance by Developer and approval by the Town Council.

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 MARCH, 2019 BY A VOTE OF 6 IN FAVOR, 0 AGAINST.

TOWN OF GYPSUM

BY: 
 Stephen M. Carver, Mayor *Pro Tem*
 Tom Edwards

ATTEST:

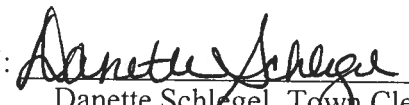
BY: 
 Danette Schlegel, Town Clerk



EXHIBIT A
BILL OF SALE

BILL OF SALE
EAGLE COUNTY SCHOOL DISTRICT RE-50J

KNOW ALL MEN BY THESE PRESENTS: Eagle County School District RE-50J, a Colorado public school district, ("District"), 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 road widening, wing walls, curbs, and gutter 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 District to serve the property generally known as the IK Bar Ranch ("Property").

To have and to hold the same, unto Gypsum, its successors and assigns forever, and District, 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 District 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 District 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 District and its employees, subcontractors and their employees, and all other persons directly or indirectly performing work for District on the Public Improvements described herein.
3. During the period of three (3) years after the effective date of this acceptance for road improvements, District 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 District requesting repairs, which thirty (30) days shall be extended

EXHIBIT A

**AS-BUILT DRAWINGS AND PROJECT COST DETERMINING SECURITY
AMOUNT**

IK Bar & Valley Road Improvements
Cost Estimate for Town of Gypsum
Dedication and Acceptance
January 23, 2019

OPINION OF PROBABLE COSTS
VALLEY ROAD (IK Bar) WIDENING 5-18-2017
Gypsum, CO

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL
	Mobilization	LS	1	\$ 5,000.00	\$5,000.00
	Traffic Control	LS	1	\$ 5,500.00	\$5,500.00
	Asphalt	TON	112	\$ 130.00	\$14,560.00
	Class 6	TON	430	\$ 42.00	\$18,060.00
	Sawcut and Mill Shear Step	LF	521	\$ 6.50	\$3,386.50
	Subgrade Preparation	SF	5,980	\$ \$1.50 0.30	\$1,794.00
	Striping	LF	1,072	\$ 0.25	\$268.00
	Retaining wall, C & G	LS	1		\$3,500.00
	TOTAL				\$59,245.00

\$8,970.00

Note: Asphalt and Roadbase include 10% overage and are based on 4" HBP and 10" class 6

Warranty Letter of Credit set at
15% of \$59,245 = \$8,886.75

RESOLUTION NUMBER 2018/19--10

A RESOLUTION OF THE BOARD OF EDUCATION OF THE EAGLE COUNTY SCHOOL DISTRICT RE-50J CONVEYING CERTAIN IMPROVEMENTS TO VALLEY ROAD TO THE TOWN OF GYPSUM

WHEREAS, the Eagle County School District RE-50J ("District") is a school district and political subdivision of the State of Colorado, organized and existing pursuant to Title 22 of the Colorado Revised Statutes; and

WHEREAS, the District desires to convey to the Town of Gypsum, Colorado, a home rule municipality organized pursuant to Article XX of the Colorado Constitution ("Gypsum") certain property as described in Exhibit A ("Property"), attached hereto; and

WHEREAS, this Board is authorized, pursuant to C.R.S. § 22-32-110(e), to sell and convey District property which may not be needed within the foreseeable future for any purpose authorized by law, upon such terms and conditions as it may approve; and

WHEREAS, the Property is not needed by the District within the foreseeable future; and

WHEREAS, such conveyance of the Property by the District is authorized by law;

NOW, THEREFORE, BE IT RESOLVED, that this Board hereby conveys, by Quitclaim Deed, attached hereto as Exhibit A, access control of the Property; and

BE IT FURTHER RESOLVED, that the Board hereby authorizes the President of the Board to execute the Quitclaim Deed attached hereto as Exhibit A.

INTRODUCED, READ, APPROVED AND ADOPTED this 23rd day of January, 2019.

**BOARD OF EDUCATION
EAGLE COUNTY SCHOOL DISTRICT RE-50J**

By: 
President

ATTEST:


Secretary

AFFIDAVIT

STATE OF COLORADO

)ss.

COUNTY OF EAGLE

Kate Cocchiarella, hereby gives his or her word:

(Complete only if signed by a corporation):

That he or she is the Board of Education President of Eagle County School District RE-50J 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 road improvements constructed in Valley Road at the Grundel Way intersection for the IK Bar Ranch 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 Eagle County School District RE-50J 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.

Remarks: _____

Date January 23, 2019 By [Signature]
Title PRESIDENT, BOE ECSJ

SUBSCRIBED AND SWORN to before me, this 23rd day of January, 2019.

[Signature]
Notary Public
My Commission Expires: 04.21.2020

MELISSA GERARD
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID # 20004012015
MY COMMISSION EXPIRES 04-21-2020