

TOWN COUNCIL TOWN OF GYPSUM, STATE OF COLORADO

RESOLUTION NO. 13 (SERIES 2019)

**A RESOLUTION ACCEPTING THE DEDICATION OF PUBLIC IMPROVEMENTS
FROM THE EAGLE COUNTY SCHOOL DISTRICT RE-50J FOR RED CANYON
WEST CAMPUS**

WHEREAS, the Town Council of the Town of Gypsum (“Council”) approved the Subdivision Improvement Agreement for Airport Gateway Planned Unit Development recorded as Book 703 Page 42 of the Eagle County Records on August 15, 1996 which outlines the requirement to convey water lines and improvements to the Town of Gypsum; and

WHEREAS, Red Canyon West Campus is located on Lot 76 of the Airport Gateway Subdivision and Eagle County School District Re-50J is the owner of this property; and

WHEREAS, construction of a water line and fire hydrants were necessary for completion of the school and 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 one (1) 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 one year warranty security to repair defects to the Public Improvements arising within the one year warranty period. Should defects arise during the warranty periods, Developer shall extend the warranty security so as to provide a full one 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:

[Signature]
Stephen M. Carver, Mayor

[Signature]
Tom Edwards

[Signature]
Protem

ATTEST:

BY:

[Signature]
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, 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 water main, hydrants, and appurtenances, 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 Red Canyon West Campus ("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 whatsoever.
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 one (1) year after the effective date of this acceptance for water main 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

for weather conditions preventing such work, District shall not have undertaken with due diligence to make such maintenance or repairs, then Gypsum may make the same at District's expense, either by bid or negotiated price. In case of emergency, such thirty (30) day period is waived.

4. District has posted a one-year warranty letter of credit or cash to repair defects to the Public Improvements arising within the one-year warranty period. Should defects arise during the warranty period, District 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 District or for any phase of the Property.
5. No term or provision in this Bill of Sale shall be construed, interpreted, or otherwise deemed to be a waiver, express or implied, of any of the immunities, rights, benefits, or protections provided by the provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*, as amended.

IN WITNESS WHEREOF, the District has caused its name to be hereunto subscribed this 23rd day of January, 2019.

DISTRICT

Eagle County School District RE-50J

BY:

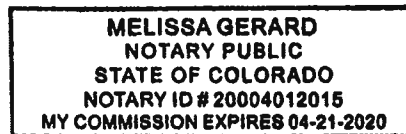
TITLE: President, BOE ECSD

STATE OF COLORADO)
) ss.
COUNTY OF EAGLE)

The foregoing instrument was subscribed, and sworn to before me this 23rd day of January, 2019, by Kate Cocchiarella as Board of Ed. President of Eagle County School District RE-50J.

Witness my hand and official seal.

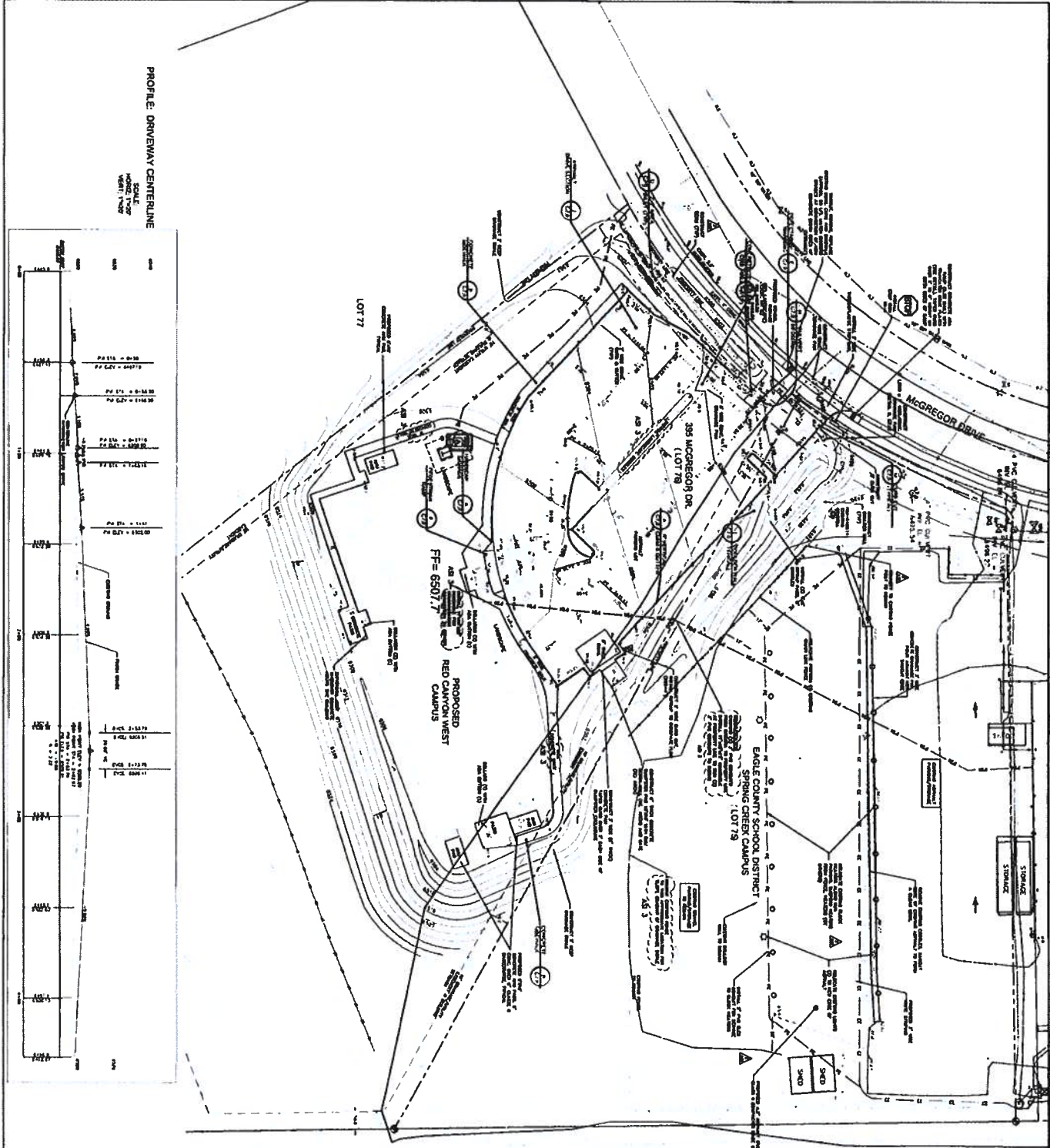
Melissa Gerard
Notary Public



My Commission expires: 04-21-2020

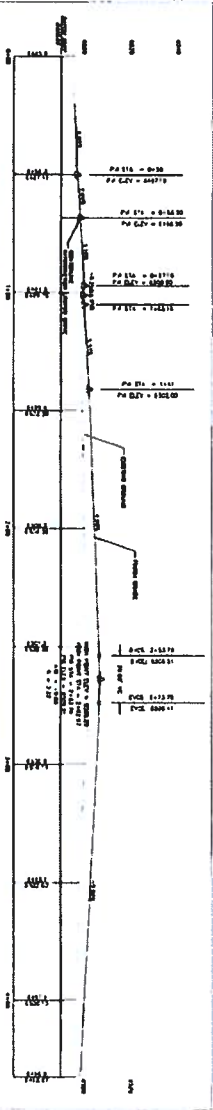
EXHIBIT A

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



PROFILE: DRIVEWAY CENTERLINE

SCALE: 1" = 10'

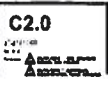


SITE COVERAGE = 11.15 %
 TOTAL LOT AREA = 2.627 AC (114,446 SQFT)
 BUILDING = 0.293 AC (12,785 SQFT)



LEGEND

- Grading Contour
- Proposed Building Footprint
- Proposed Driveway
- Proposed Parking Area
- Proposed Storage Area
- Proposed Utility Lines
- Proposed Erosion Control
- Proposed Landscaping
- Proposed Fencing
- Proposed Signage
- Proposed Security
- Proposed Safety
- Proposed Access
- Proposed Egress
- Proposed Fire
- Proposed Hazard
- Proposed Obstacle
- Proposed Barrier
- Proposed Warning
- Proposed Information
- Proposed Direction
- Proposed Location
- Proposed Identification
- Proposed Description
- Proposed Explanation
- Proposed Clarification
- Proposed Detail
- Proposed Note
- Proposed Remark
- Proposed Comment
- Proposed Observation
- Proposed Finding
- Proposed Conclusion
- Proposed Recommendation
- Proposed Suggestion
- Proposed Advice
- Proposed Guidance
- Proposed Instruction
- Proposed Direction
- Proposed Order
- Proposed Requirement
- Proposed Mandate
- Proposed Directive
- Proposed Command
- Proposed Demand
- Proposed Request
- Proposed Plea
- Proposed Appeal
- Proposed Complaint
- Proposed Claim
- Proposed Demand
- Proposed Suit
- Proposed Action
- Proposed Motion
- Proposed Order
- Proposed Judgment
- Proposed Decision
- Proposed Ruling
- Proposed Verdict
- Proposed Sentence
- Proposed Punishment
- Proposed Penalty
- Proposed Fine
- Proposed Imprisonment
- Proposed Execution
- Proposed Death
- Proposed Life
- Proposed Term
- Proposed Sentence
- Proposed Judgment
- Proposed Decision
- Proposed Ruling
- Proposed Verdict
- Proposed Sentence
- Proposed Punishment
- Proposed Penalty
- Proposed Fine
- Proposed Imprisonment
- Proposed Execution
- Proposed Death
- Proposed Life
- Proposed Term



GRADING PLAN
RED CANYON HIGH SCHOOL SPRING CREEK CAMPUS
NEW CONSTRUCTION



FOUNDATION AND BUILDING ENVELOPE

RED CANYON WEST CAMPUS
Utility Opinion of Probable Cost
December 20, 2018



ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
	UTILITY				
	8" DIP Water Main Public only to fire hydrants	LF	298'	\$85.00	\$ 25,330
	8" Gate Valves	EA	4	\$1,200.00	\$ 4,800
	Fire Hydrant Assembly	EA	2	\$4,500.00	\$ 9,000.00
	8"x8" Cross	EA	1	\$1,600.00	\$ 1,600.00
	8"x8"x6" Tee	EA	1	\$1,000.00	\$ 1,000.00
	8"x6" Reducer	EA	2	\$400.00	\$ 800.00
	6" DIP	LF	27	\$70.00	\$ 1,890.00
Private infrastructure	2" Pure Core water service	LF	12	\$40.00	\$ 480.00
	6" PVC Sewer Main	LF	244	\$65.00	\$ 15,860.00
	6" PVC sewer Cleanout	LF	3	\$250.00	\$ 750.00
	TOTAL UTILITY				\$ 44,420

This takeoff **does not include** engineering, tap fees, materials testing, Surveying, Construction Admin., Permit Fees, Town Fees, irrigation, off-site utility upgrades, or other off-site improvements. The actual cost may vary significantly based upon final design, hauling and disposal of excess materials, amount of unsuitable material encountered, the cost and availability of labor, equipment, material and market conditions.

Total Utilities above = \$44,420.00
Eng/test/survey @15%= 6,663.00
Total Dedication = \$51,083.00
15% Warranty = \$7,663.00

RESOLUTION NUMBER 2018/19--11

A RESOLUTION OF THE BOARD OF EDUCATION OF THE EAGLE COUNTY SCHOOL DISTRICT RE-50J CONVEYING CERTAIN IMPROVEMENTS TO RED CANYON WEST CAMPUS TO 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 President of the Board of Education 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, ECSID BOE

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