

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

**RESOLUTION NO. 15  
(SERIES 2024)**

**A RESOLUTION ACCEPTING THE BILL OF SALE RELATING TO  
IMPROVEMENTS CONSTRUCTED AS PART OF SIENA LAKE SEQUENCE 1  
OF FILING 1 FOR THE SIENA LAKE PLANNED UNIT DEVELOPMENT**

WHEREAS, the Town of Gypsum, Colorado (“Town”), is a home rule municipality of the State of Colorado, duly organized and existing under Article XX of the Colorado Constitution and the Gypsum Home Rule Charter effective October 21, 1982; and

WHEREAS, Siena Lake, LLC (the “Developer”) is the owner of real property located within the Siena Lake Planned Unit Development; and

WHEREAS, the Town and Developer’s predecessor or Town and Developer previously entered into a Subdivision Improvement Agreement, First Amendment to Subdivision Improvement Agreement, Second Amendment to Subdivision Improvement Agreement, Third Amendment to Subdivision Improvement Agreement, Fourth Amendment and Fifth Amendment to Subdivision Improvement Agreement (collectively, the “SIA”); and

WHEREAS, the SIA obligates the Developer to provide certain infrastructure improvements and facilities to serve the Siena Lake Planned Unit Development and mitigate the impacts of the project on the Town and requires certain public improvements be constructed; and

WHEREAS, Developer has completed a portion of the improvements within Sequence 1 of Filing 1, and wishes to transfer ownership of the constructed portion of public improvements to the Town, and

WHEREAS, Section 17.04.040 of the Gypsum Municipal Code (G.M.C.) requires the said improvements to be within a public right-of-way or other public dedications and accepted by the Town Council in writing prior to any duty being imposed on the Town for operation and maintenance, and

WHEREAS, said improvements are within a public right-of-way or other public dedication, and the Town desires to accept said improvements on the terms and conditions contained in the bill of sale attached hereto as **Exhibit A** (“Bill of Sale Sequence 1”).

NOW, THEREFORE, be it resolved by the Town Council of the Town of Gypsum, Colorado, as follows:

1. Incorporation of Recitals and Findings. The above Recitals and Findings of the Town Council are hereby incorporated into this Resolution.
2. Approval of Bill of Sale. The Bill of Sale Sequence 1 attached hereto as **Exhibit A** and incorporated herein is hereby approved.
3. Effective Date. This Resolution shall become effective immediately upon adoption by the Town Council.
4. Severability. If any part, section, subsection, sentence, clause or phrase of this Resolution is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining provisions.

Approved and Resolved this 13<sup>th</sup> day of August, 2024, at a regular meeting of the Town Council of the Town of Gypsum, Colorado by a vote of 6 in favor and 1 against.

**EXHIBIT A**  
**BILL OF SALE SEQUENCE 1**

# BILL OF SALE

## Siena Lake Sequence 1

KNOW ALL MEN BY THESE PRESENTS: Siena Lake, 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 potable water and sanitary sewer main lines, and related appurtenances (excluding services) and facilities, fire hydrants including all related real and personal property, as described in Exhibit A and Exhibit B, attached hereto and incorporated herein ("Public Improvements"), which were constructed or otherwise acquired by Developer to serve the property generally known as Siena Lake Sequence 1 of Phase/Filing 1, per the Fourth Amendment to the Subdivision Improvement Agreement Siena Lake Planned Unit Development recorded at the Eagle County Clerk and Recorder on September 1, 2022, at Reception Number 202214452.

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:

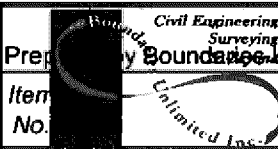
1. That all the Public Improvements described herein were installed in substantial compliance with Gypsum's Ordinances, Rules and Regulations and applicable construction standards, and that they are in first-class working order, and to the best of Developers knowledge, free from any defect whatsoever.
2. That no charges for materials or labor are due and payable on any of the Public Improvements described herein, and that Developer shall indemnify, defend, and hold Gypsum and its agents, employees, engineers and attorneys, harmless from and against all third-party claims, damages, judgements, losses, and expenses of every nature, including reasonable attorney's fees, arising at

any time for any charges for materials or labor of Developer and its employees, subcontractors and their employees, and all other persons directly or indirectly that performed work or supplied materials 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 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 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.

EXHIBIT A

Itemized Materials and Warranty Amount

		<b>Siena Lake PUD - Warranty Filing 1, Sequence #1</b> <b>July 24, 2024</b>			
Item No.	Description	Unit	Unit Cost (Typical)	Quantity Seq. #1	Cost
<b>Site Work</b>					
				<b>Item Subtotal</b>	<b>ZERO</b>
<b>Roads &amp; Trails</b>					
				<b>Item Subtotal</b>	<b>ZERO</b>
<b>Cooley Mesa Road</b>					
C1	Mobilization	LS	\$30,000	1	
C2	Dust/Mud Tracking Mitigation	LS	\$40,000	1	
C3	Erosion Control	LS	\$25,000	1	
C4	Existing Pavement Area (Part of asphalt calc-)	SF		41,715	
C5	New Pavement Area (Part of asphalt calc-no b	SF		27,555	
C6	Topsoil removal	CY	\$7.00	720	
C7	Revegetation	AC	\$3,500.00	1	
C8	Subgrade Compaction, (Scarify 12", wet, Com	SF	\$0.20	48,400	
C9	Excavation (Cut/Fill)	CY	\$7.25	3,264	
C10	Topsoil Placement	CY	\$9.00	720	
C11	CL 6 - 3/4" Road Base	TN	\$36.00	2,936	
C12	4" Asphalt (New Area) (incl. Rotomil Edge Pre	TN	\$140.00	680	
C13	2" Asphalt Overlay (existing & New)	TN	\$140.00	855	
C14	4' Gravel Shoulder - CL 6 - 3/4" RB	TN	\$36.00	734	
C15	Guard Rail	LF	\$90.00	250	
C16	Lane Striping	LS	\$2,500	1	
C17	Signs	LS	\$300	8	
C18	Traffic Control	LS	\$30,000	1	
				<b>Item Subtotal</b>	<b>ZERO</b>
<b>Potable Water</b>					
P1	12" DIP Water Main	LF	\$131.85	191	\$0
P2	8" DIP Water Main	LF	\$91.40	4,918	\$449,505
P3	12" Gate Valve	EA	\$3,665.00	3	\$0
P4	8" Gate Valve	EA	\$1,800.00	20	\$36,000
P5	Fire Hyd Assembly (w/ 6"GV, 6" Pipe & Tee)	EA	\$8,600.00	11	\$94,600
P6C	Move 12x8 Tee to New Intersection	LS	#####	1	\$13,500
				<b>Item Subtotal</b>	<b>\$593,605</b>
<b>Sanitary Sewer</b>					
S1	8" Sewer Main	LF	\$75	5,100	\$382,500
S2	4' Dia Sewer MH	EA	\$5,800	28	\$162,400
S3	8" Sewer Connect to Existing	LS	\$10,000	1	\$10,000
S4C	Manhole for New Intersection	LS	#####	1	\$11,250
				<b>Item Subtotal</b>	<b>\$566,150</b>
<b>Irrigation Water</b>					
				<b>Item Subtotal</b>	<b>ZERO</b>
<b>Shallow Utilities</b>					
				<b>Item Subtotal</b>	<b>ZERO</b>
<b>Utility Deposits</b>					
				<b>Item Subtotal</b>	<b>ZERO</b>

Total for Dedication: \$1,159,755

15% Warranty = \$173,963.28

## EXHIBIT B

### Location of Dedicated Improvements and As-built Drawings

#### Potable Water

- Connection to existing water main at intersection of Cooley Mesa Road east along Siena Lake Parkway to the intersection of Spearstone Avenue
- Intersection of Siena Lake Parkway and Spearstone Avenue east along Spearstone Avenue to the intersection of Spearstone Avenue and Arrowleaf Avenue (short of and not including the Pressure Reducing Valve)
- Intersection of Siena Lake Parkway and Kali Lane east along Kali Lane to the intersection of Kali Lane and Spearstone Avenue
- West intersection of Kali Lane and Tavi Trail east to the east intersection of Kali Lane and Tavi Trail

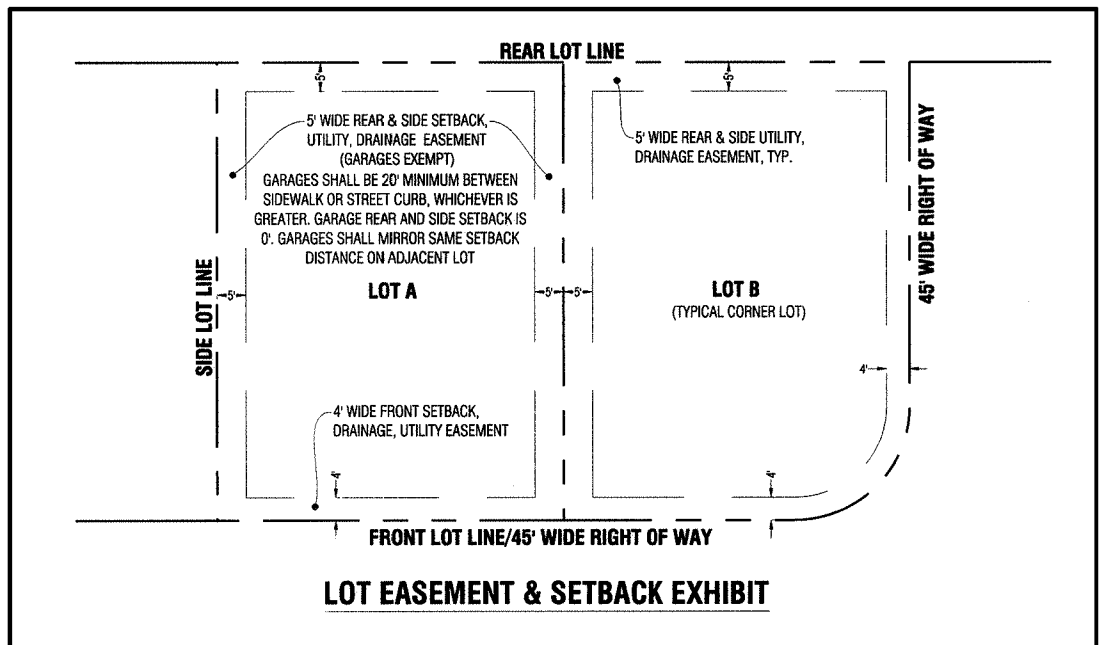
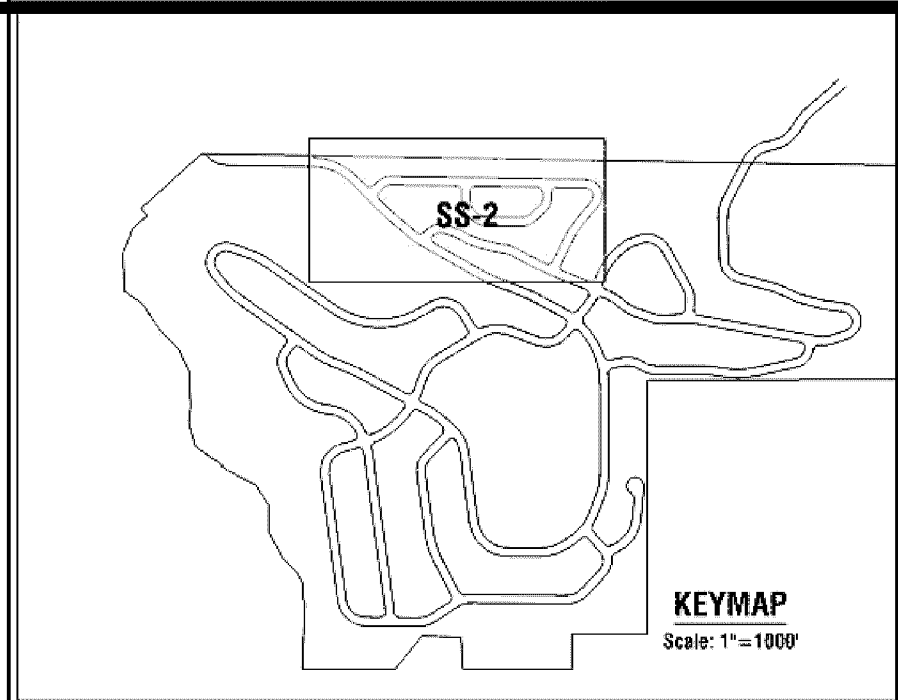
#### Sanitary Sewer

- Connection to existing sewer main at intersection of Cooley Mesa Road east to manhole A18 where it splits into line A and line B
- Manhole A18 east to manhole A14
- Manhole A14 east to manhole A7
- Manhole A 18 east to manhole B1
- Manhole B6 east to manhole C1









Civil Engineering  
Surveying  
& Beyond

923 Cooper Avenue  
Suite 201  
Glenwood Springs, CO 81601  
tele: 970.945.5252

Engineer or Surveyor Seal



Client Information:  
SIENA LAKE, LLC  
PO BOX 5485  
EAGLE, CO 81631  
XXX.XXX.XXXX



GYPSUM, COLORADO  
**Siena Lake PUD**  
Kali Lane & Tavi Trail Sanitary Sewer Plan & Profile  
Phase 1

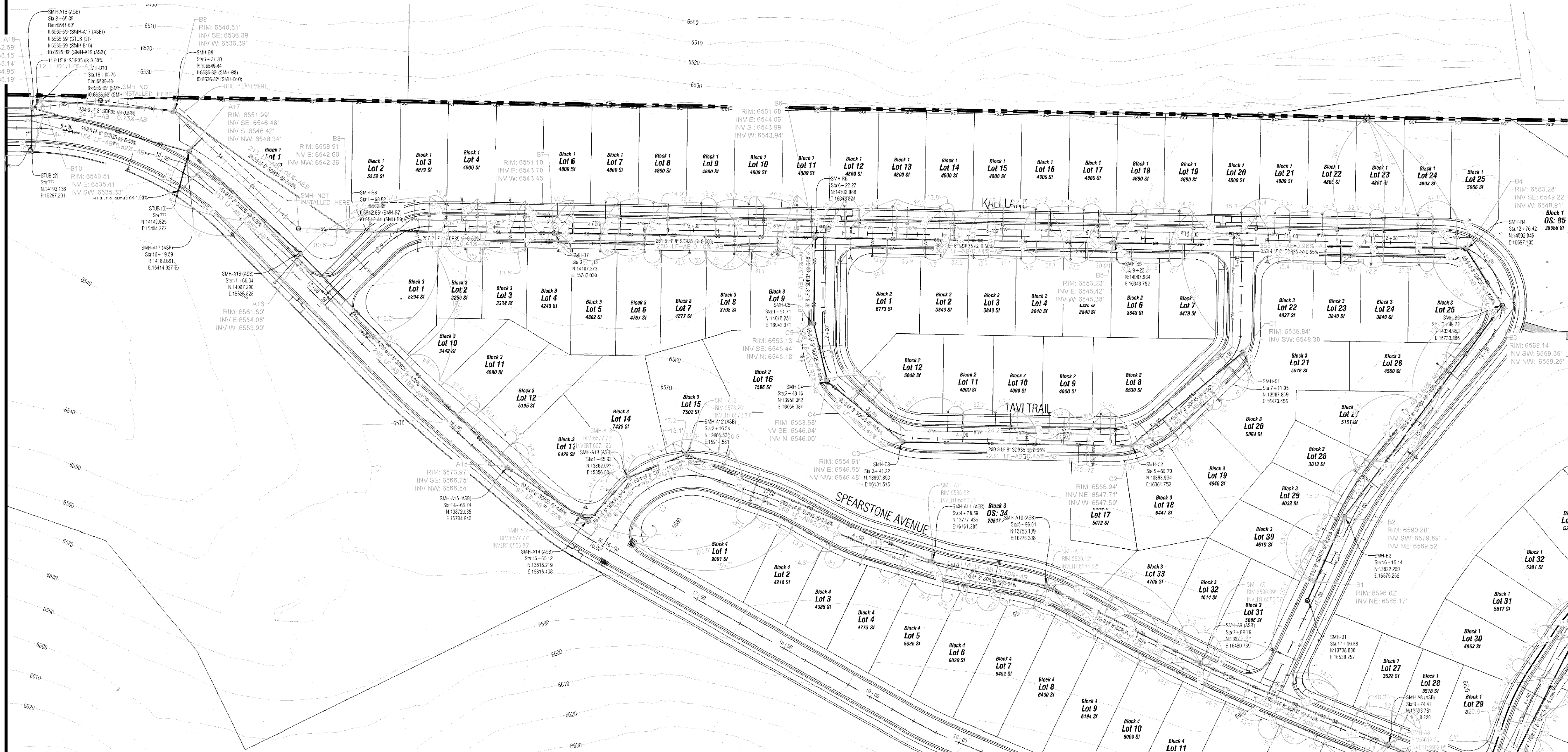
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1.	8/5/21	Addressed comments from town	RPL	
2.	6/8/22	Updated site grading	RPL	
3.	11/30/22	Updated Civil Plan Set	RPL	
4.				
5.				
6.				
7.				
8.				
9.				

PROJECT NO: 20240  
FILE NAME: 20240-Siena Lake PUD-Residential Concept-Sewer.dwg  
DESIGNER: [Signature]  
DRAWN: [Signature]  
DATE: 7/2/2021

Sheet  
**SS-2**

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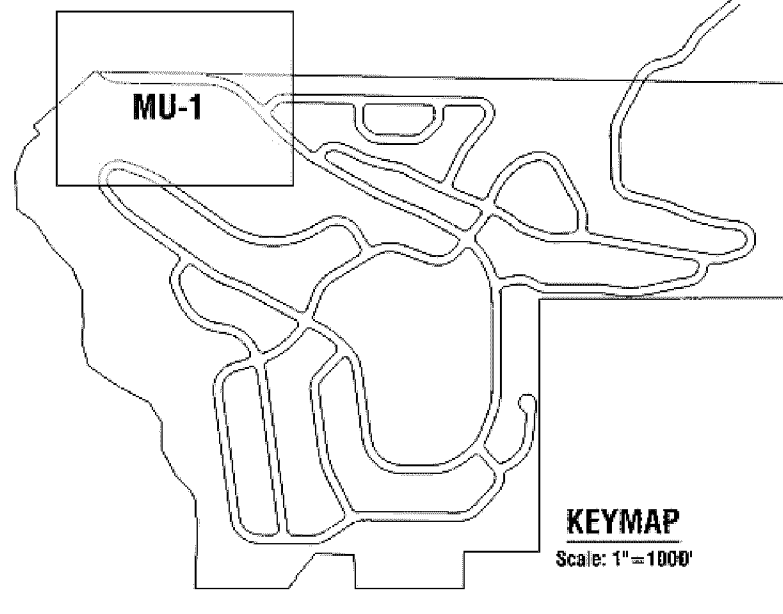
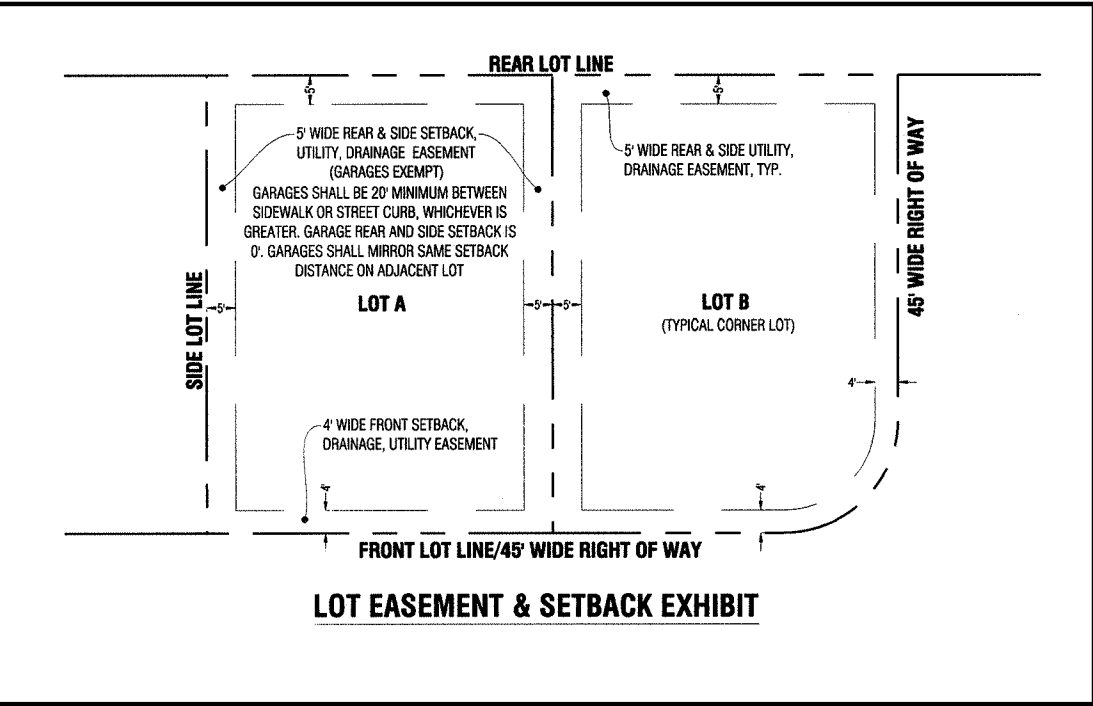
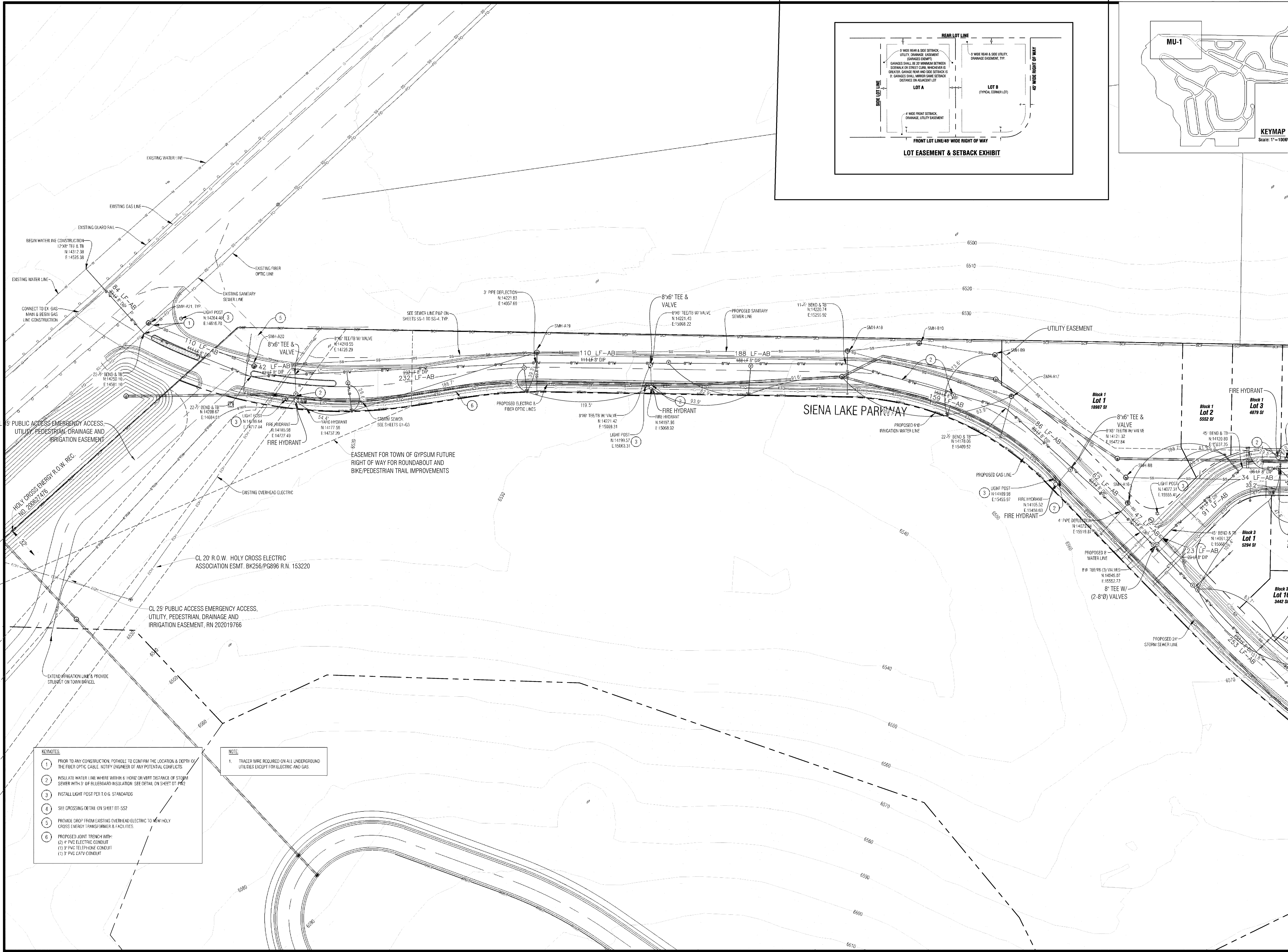
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Civil Engineering  
Surveying  
& Beyond

Boundaries Unlimited Inc.

923 Cooper Avenue  
Suite 201  
Glenwood Springs, CO 81601  
tele: 970.945.5252

Engineer or Surveyor Seal

130922

19082

PROFESSIONAL ENGINEER

Client Information:

SIENA LAKE, LLC  
PO BOX 5486  
EAGLE, CO 81631  
XXX-XXX-XXXX

NORTH

0 40' 80'

Scale: 1" = 40'

811

Know what's below.  
Call before you dig.

GYPSUM, COLORADO

Sienna Lake PUD

WATERMAIN PLAN

Phase 1

No.	Date	By	Revision
1	8/5/21	APL	Addressed comments from town
2	6/8/22	APL	Updated site grading
3	11/28/22	APL	Updated Civil Plan Set
4			
5			
6			
7			
8			
9			

PROJECT NO.  
2020-040

FILE NAME  
2020-040-Siena Lake Residential Concept Utility.dwg

Drawn by  
BSC

Checked by  
BSC

Date  
2/22/21

Sheet

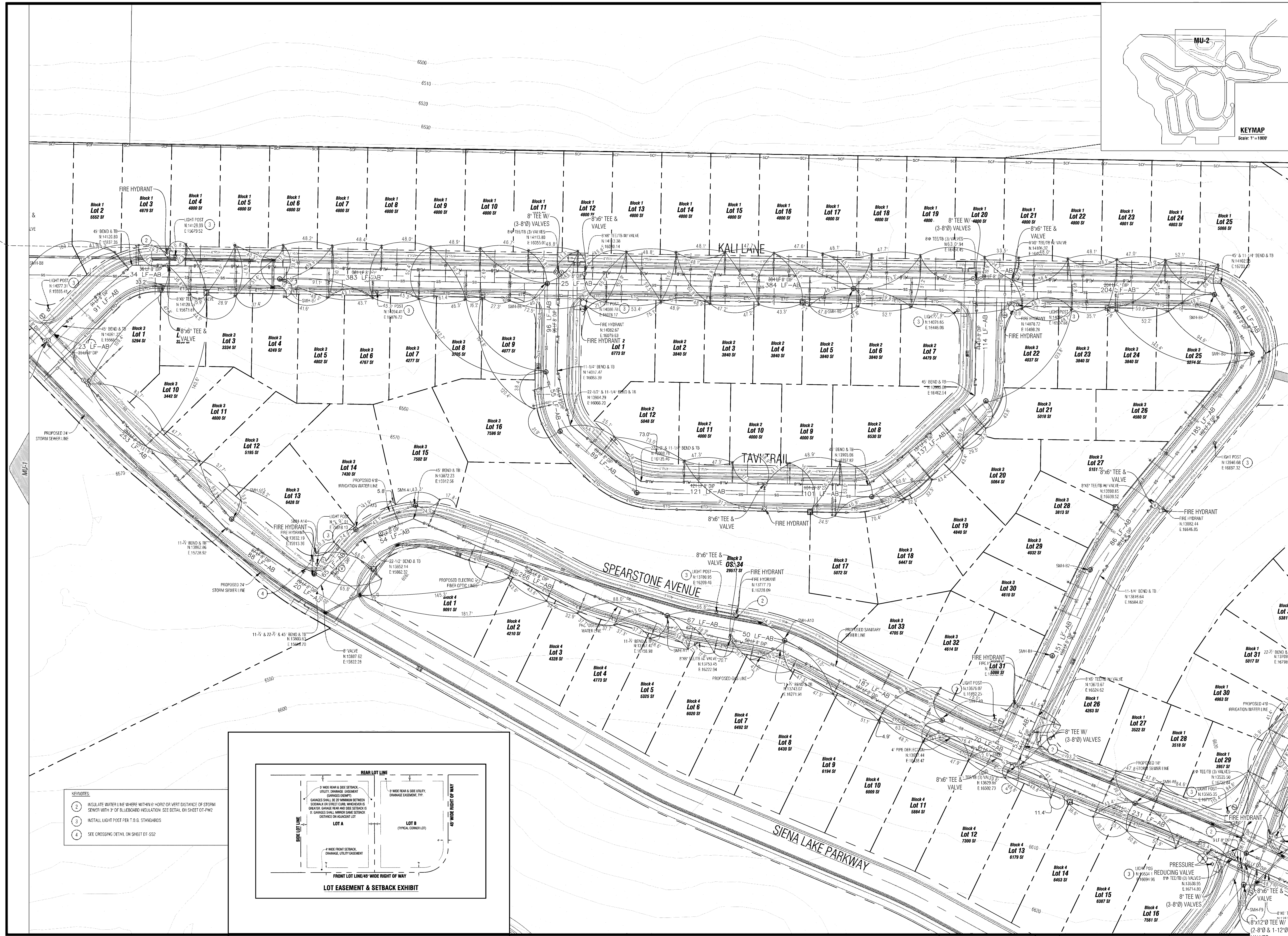
WM-1



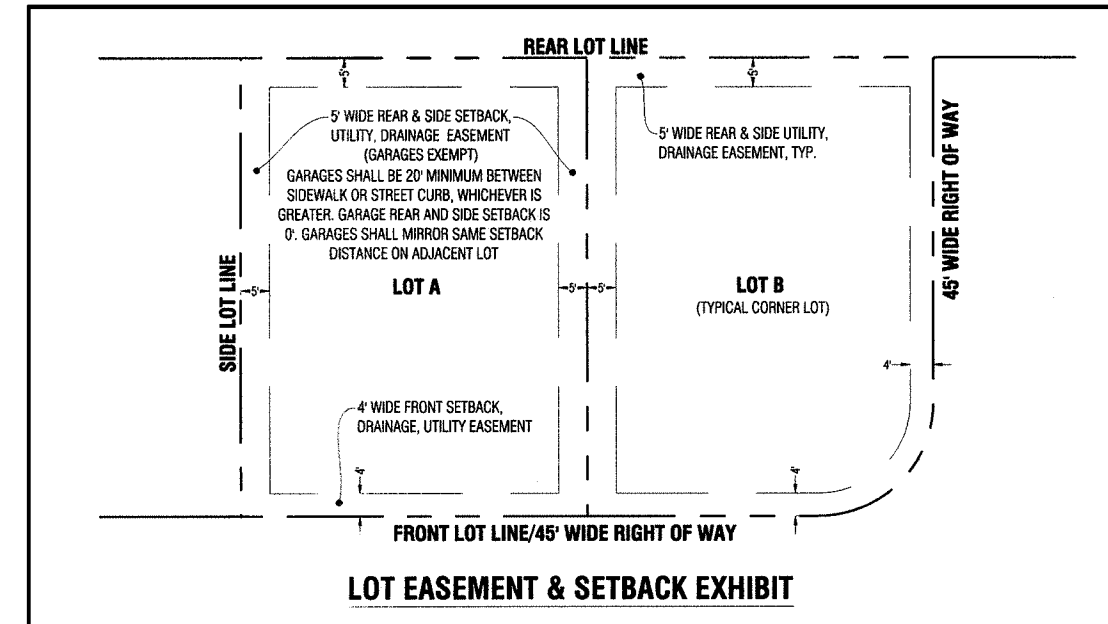
UTILITY EASEMENT

202501300

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- KEYNOTES:
- 1 INSULATE WATER LINE WHERE WITHIN 6' HORIZ OR VERT DISTANCE OF STORM SEWER WITH 3" OF BLUEBOARD INSULATION. SEE DETAIL ON SHEET DT-PW2.
  - 2 INSTALL LIGHT POST PER T.O.G. STANDARDS.
  - 3 SEE CROSSING DETAIL ON SHEET DT-SS2.



**Boudier Civil Engineering**  
Surveying & Beyond

923 Cooper Avenue  
Suite 201  
Glenwood Springs, CO 81601  
tele: 970.945.5252

Engineer or Surveyor Seal

**COLORADO LICENSED**  
11/30/22  
19082  
PROFESSIONAL ENGINEER

Client Information:  
**SIENA LAKE, LLC**  
PO BOX 5486  
EAGLE, CO 81631  
XXX-XXX-XXXX

**NORTH**

**81**

Know what's below.  
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**Sienna Lake PUD**  
WATERMAIN PLAN  
Phase 1

GYPSUM, COLORADO

No.	Date	By	Revision	Description
1	05/21	ATL		Address comments from town
2	08/22	ATL		Updated site grading
3	11/30/22	ATL		Updated Civil Plan Set
4				
5				
6				
7				
8				
9				

PROJECT NO. 20400  
FILE NAME  
Drawn by: 601  
Date: 9/28/21

Sheet  
**WM-2**