

TOWN COUNCIL TOWN OF GYPSUM, STATE OF COLORADO

RESOLUTION NO. 05 (SERIES 2025)

**A RESOLUTION ACCEPTING THE DEDICATION OF PUBLIC IMPROVEMENTS
FOR GRAVES SUBDIVISION**

WHEREAS, the Town of Gypsum ("Gypsum") has approved the subdivision created by Ross Graves and Ann Hutchison ("Developer") commonly referred to as Graves Subdivision, 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 14th day of January, 2025 by a vote of 4 in favor and 0 against.

EXHIBIT A
BILL OF SALE

BILL OF SALE
Graves Subdivision

KNOW ALL MEN BY THESE PRESENTS: Ross Graves and Ann Hutchison ("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 water main line, and related appurtenances (excluding services) and facilities, 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 **Graves 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 for water line 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.
4. Developer has posted a three-year cash security to warranty repair defects to the Public Improvements arising within the three-year warranty period. Should defects arise during the warranty period, Developer shall extend the cash warranty 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 cash security 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.

IN WITNESS WHEREOF, the Developer has caused its name to be hereunto subscribed this 7th day of January 2025. ,

DEVELOPER

Exhibit A
Public Improvements

Letter of Credit Estimate

Town Engineering

June 29, 2022

15% Warranty calculation

December 23, 2024

Developer:

Ross Graves

Hardscrabble Ranch

Gypsum, CO 81637

Re: Lot D 8" Water Main and driveway

Item	Description	Qty	Unit	Unit Price	Total Amount
1	Mobilization	1	LS	\$ 1,200.00	\$ 1,200.00
2	Site Clearing vegetation, pavement cutting	1	LS	\$ 1,000.00	\$ 1,000.00
3	8" C900 Main	60	LF	\$ 125.00	\$ 7,500.00
4	12x8 Tee /Tie in	1	Each	\$ 2,500.00	\$ 2,500.00
5	Hot Tap if required	1	Each	\$ 5,000.00	\$ 5,000.00
6	8" Valve assembly complete	1	Each	\$ 2,500.00	\$ 2,500.00
7	8" Field Lok	3	Each	\$ 150.00	\$ 450.00
8	6' Bury Fire Hydrant	0	Each	\$ 6,000.00	\$ -
9	Road Patch	1	LS	\$ 2,700.00	\$ 2,700.00
10	Traffic Control	1	LS	\$ 2,200.00	\$ 2,200.00
11	Testing	1	LS	\$ 500.00	\$ 500.00
12	8" plug or cap with mega lugs and 2" blow-off	1	Each	\$ 1,500.00	\$ 1,500.00
13	Class 6 for Driveway	56	Tn	\$ 35.00	\$ 1,960.00
14	Survey, Shape, wet and compact driveway per design	1	LS	\$ 800.00	\$ 800.00
15		Earthwork Subtotal			\$ 29,810.00
16		15% Contingency			\$ 4,471.50
17		LOC Total			\$ 34,281.50

Total for Warranty consideration = \$18,550.00

15% Warranty = \$2,782.50

December 23, 2024 by Jerry Law