

TOWN COUNCIL TOWN OF GYPSUM, STATE OF COLORADO

RESOLUTION NO. 08 (SERIES 2025)

**A RESOLUTION ACCEPTING THE DEDICATION OF PUBLIC IMPROVEMENTS
FOR SIENA LAKE SEQUENCE 2, 3, AND 4**

WHEREAS, the Town of Gypsum ("Gypsum") has approved the subdivision of Siena Lake, LLC ("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, the Town and Developer's predecessor or Toan 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 to be constructed; and

WHEREAS, Developer has completed the improvements within Sequences 2, 3, and 4 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, 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.

1. **Incorporation of Recitals and Findings.** The above Recitals and Findings of the Town Council are hereby incorporated into this Resolution.
2. **Effective Date.** This Resolution shall become effective immediately upon adoption of the Town Council
3. **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.

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 28th day of January, 2025 by a vote of 5 in favor and 0 against.

EXHIBIT A

BILL OF SALE

BILL OF SALE

Siena Lake Sequence 2, 3, and 4

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, 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 2, 3 and 4 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 out of defects in materials or workmanship of Developer and its

employees, subcontractors and their employees, and all other persons directly or indirectly that performed 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 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.

IN WITNESS WHEREOF, the Developer has caused its name to be hereunto subscribed this 17th day of January 2025.

EXHIBIT A

Itemized Materials and Warranty Amount

Siena Lake PUD - Warranty Filing 1, Sequence #2,3, & 4							
Prepared by	12/13/2024 REV						
Item No.	Description	Unit	Unit Cost (Typical)	Qty Seq. #1	Cost	Qty Seq. #2,3,4	Cost
Site Work							
					Item Subtotal	ZERO	
Roads & Trails							
					Item Subtotal	ZERO	
Cooley Mesa Road							
Siena Lake paid Town \$773,213.69 for future CMRd improvements					Item Subtotal	ZERO	
Potable Water							
P1	12" DIP Water Main, South to Ewing accepted	LF	\$131.85	0	\$0	3,050	\$ 402,142.50
P2	8" DIP Water Main	LF	\$91.40	4,918	\$449,505	5,082	\$ 464,494.80
P3	12" Gate Valve, South to Ewing included	EA	\$3,665.00	0	\$0	13	\$ 47,645.00
P4	8" Gate Valve	EA	\$1,800.00	20	\$36,000	28	\$ 50,400.00
P5	Fire Hyd Assembly (w/ 6"GV, 6" Pipe & Tee)	EA	\$8,600.00	11	\$94,600	15	\$ 129,000.00
P6C	Move 12x8 Tee to New Intersection	LS	\$13,500.00	1	\$13,500		
P7	Air Vacuum Valve on Lot 50 Blk 1 of Spearstone	LS	\$5,000.00			1	\$ 5,000.00
P8	PRV vault and appurtenances	LS	\$30,000.00	0	\$0	1	\$ 30,000.00
					Item Subtotal	\$593,605	
						\$1,128,682	
Sanitary Sewer							
S1	8" Sewer Main	LF	\$75	5,100	\$382,500	4,800	\$ 360,000.00
S2	4' Dia Sewer MH	EA	\$5,800	28	\$162,400	32	\$ 185,600.00
S3	8" Sewer Connect to Existing	LS	\$10,000	1	\$10,000		
S4C	Manhole for New Intersection	LS	\$11,250.00	1	\$11,250		
					Item Subtotal	\$566,150	
						\$545,600	
Irrigation Water							
					Item Subtotal	ZERO	
Shallow Utilities							
					Item Subtotal	ZERO	
Utility Deposits							
					Item Subtotal	ZERO	
Total for Dedication =							
					\$1,159,755	\$1,674,282	
15% Warranty =							
					\$173,963.28		\$251,142
					Sequence #1		Seq #2 to #4