

TOWN COUNCIL TOWN OF GYPSUM, STATE OF COLORADO

RESOLUTION NO. 08 (SERIES 2026)

A RESOLUTION ACCEPTING THE DEDICATION OF PUBLIC IMPROVEMENTS  
FOR GYPSUM EARLY LEARNING CENTER

WHEREAS, the Town of Gypsum ("Gypsum") has approved the improvements constructed in the Gypsum Early Learning Center ("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, 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 26<sup>th</sup> day of May 2026 by a vote of 7 in favor and 0 against.

TOWN OF GYPSUM

BY:   
Scott Green, Mayor

ATTEST:

BY:   
Polly Keene, Town Clerk



**EXHIBIT A**  
**BILL OF SALE**

**BILL OF SALE**  
**Gypsum Early Learning Center**

KNOW ALL MEN BY THESE PRESENTS: EAGLE COUNTY SCHOOL DISTRICT, ("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:

Within the property boundary including Bison Lane - The water and sewer main lines and related appurtenances (excluding services), fire hydrants, the asphalt recreation path along Valley Road, 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 the Gypsum Early Learning Center.

Valley Road and Grundel Way Improvements - The water and sewer main lines and related appurtenances (excluding services), fire hydrants, sidewalks, curbs, gutters, streets, street signs, streetlights, and storm sewer appurtenances within road platform, 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 the Gypsum Early Learning Center.

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, 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 warranty letter of credit or cash to repair defects to the Public Improvements arising within the three-year warranty period to repair defects. Should defects arise during the warranty periods, Developer 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 Developer or for any phase of the Subdivision.

IN WITNESS WHEREOF, the Developer has caused its name to be hereunto subscribed this 7<sup>th</sup> day of November, 2025.

DEVELOPER

Eagle County School District



**EXHIBIT A**  
**PUBLIC IMPROVEMENTS**



**TAB Associates**  
 10000 E. Valley Road  
 Suite 100  
 Denver, CO 80231  
 (303) 751-1000  
 www.tabassociates.com

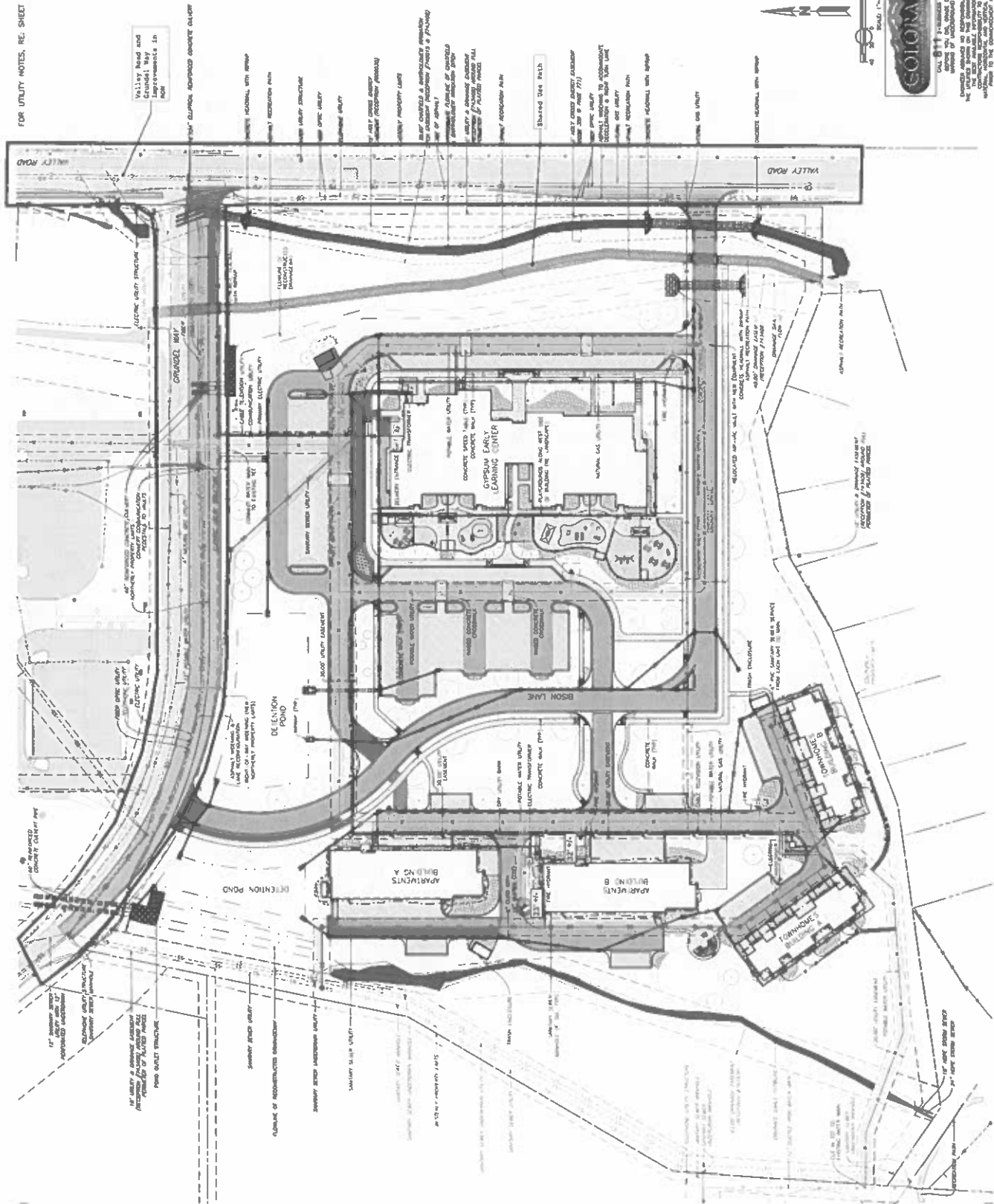
**GYP SUM EARLY LEARNING CENTER & HOUSING**  
 1 K BAR RANCH - LOT 3A  
 Valley Rd & Grindel Way, Gypsum, CO 81632

DATE	NOV 14 2018
BY	W. J. BROWN
CHECKED BY	W. J. BROWN
SCALE	AS SHOWN

**OVERALL UTILITY PLAN**  
 SHEET NO. C7.0

Project No. 22-071  
 Scale: 1" = 40'  
**C7.0**

FOR UTILITY NOTES, RE. SHEET C7.5



**ColorADO 811**  
 CALL 811 TO REPORT A UTILITY LOCATED IN AN UNEXPECTED LOCATION. CALL 811 TO REPORT A UTILITY LOCATED IN AN UNEXPECTED LOCATION. CALL 811 TO REPORT A UTILITY LOCATED IN AN UNEXPECTED LOCATION. CALL 811 TO REPORT A UTILITY LOCATED IN AN UNEXPECTED LOCATION.

**GYPSUM EARLY LEARNING CENTER - Construction Cost Estimate**

<b>WATER DISTRIBUTION</b>	<b>QTY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
8" WATER LINE	2960	LF	\$ 125	\$ 370,000
12" Gate Valve	2	EA	\$ 6000	\$ 12,000
8" GATE VALVE	14	EA	\$ 3000	\$ 42,000
8" FITTINGS	25	EA	\$ 750	\$ 18,750
6" CURB / GUARD VALVES	9	EA	\$ 2150	\$ 19,350
FIRE HYDRANT	6	EA	\$ 7750	\$ 46,500
EXISTING SYSTEM CONNECTIONS/ ROADCUTS	3	EA	\$ 11,500	\$ 34,500
INSULATION OF WATER MAIN	175	LF	\$ 55	\$ 9,625
ENCASEMENT	100	CY	\$ 300	\$ 30,000
<b>SUBTOTAL</b>				<b>\$ 582,725</b>

<b>SEWER SYSTEM</b>	<b>QTY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
8" SEWER MAIN	565	LF	\$ 113	\$ 63,563
6" SEWER MAIN / SERVICE	828	LF	\$ 83	\$ 68,310
CONNECT TO EXISTING SYSTEM	2	EA	\$ 3,700	\$ 7,400
ROAD CUT	1	EA	\$ 7,200	\$ 7,200
48" SEWER MANHOLE	11	EA	\$ 6,500	\$ 71,500
<b>SUBTOTAL</b>				<b>\$ 217,973</b>

<b>STORM COLLECTION SYSTEM</b>	<b>QTY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
60" RCP (4 LOCATIONS)	65	LF	\$ 675	\$ 43,875
36" HDPE	75	LF	\$ 200	\$ 15,000
36" HDPE FES	1	EA	\$ 1,750	\$ 1,750
30" RCP	585	LF	\$ 195	\$ 114,075
30" RCP ELLIPTICAL	150	LF	\$ 380	\$ 57,000
30" RCP ELLIPTICAL ELBOWS (IN PLACE OF	3	EA	\$ 5,500	\$ 16,500
24" HDPE	820	LF	\$ 110	\$ 90,200
24" HDPE FES	1	EA	\$ 750	\$ 750
18" HDPE	2400	LF	\$ 98	\$ 234,000
18" HDPE FES	6	EA	\$ 450	\$ 2,700

12" HDPE	420	LF	\$ 65	\$ 27,300
8" PVC	98	LF	\$ 58	\$ 5,635
6" PVC STORM	930	LF	\$ 53	\$ 48,825
4X6X8 BOX CULVERT	16	LF	\$ 1,750	\$ 28,000
TYPE-D POND-OUTLET STRUCTURE	1	EA	\$ 8,500	\$ 8,500
TYPE-C INLET	2	EA	\$ 4,500	\$ 9,000
2X3 INLET	23	EA	\$ 5,250	\$ 120,750
2X6 INLET	3	EA	\$ 7,000	\$ 21,000
2X9 INLET	1	EA	\$ 9,000	\$ 9,000
24" NYLOPLAST INLETS	13	EA	\$ 3,450	\$ 44,850
12" NYLOPLAST INLETS	8	EA	\$ 2,250	\$ 18,000
DOWNSPOUTS	54	EA	\$ 750	\$ 40,500
			<b>SUBTOTAL</b>	<b>\$ 957,210</b>

\$145,375 (Only storm, irrigation under Valley Rd and Grundel Way)

ROAD / PAVING GRUNDEL WAY & VALLEY ROAD	QTY	UNIT	UNIT PRICE	TOTAL
PREP AND DEMO	1	EA	\$ 13,725	\$ 13,725
ROADBASE	2000	TONS	\$ 62.50	\$ 125,000
FILL	100	CY	\$ 12.00	\$ 1,200
OVEREX / RECOMPACT	1050	CY	\$ 33.50	\$ 35,175
FABRIC	27985	LF	\$ 0.50	\$ 13,993
HARDSCAPE FINAL GRADE	15000	SF	\$ 0.25	\$ 3,750
SOFSCAPE FINAL GRADE	1000	SF	\$ 0.20	\$ 200
GRUNDEL PAVING	1	EA		\$ 241,453
VALLEY PAVING	1	EA		\$ 120,790
BIKE PATH	1	EA	\$ 14,350	\$ 14,350
PAVEMENT MARKINGS / SIGNAGE	1	EA	\$ 14,350	\$ 83,928
			<b>SUBTOTAL</b>	<b>\$ 653,563</b>

**TOTAL** \$ **2,411,470.50**  
**Warranty Security 15%** \$ **361,720.58**

New Total taking out extra storm items:	
Previous Total:	\$ 2,411,470.50
Less other storm:	-\$ 811,835.00
New Total:	\$ 1,599,635.50
New Warranty (15%)	\$ 239,945.33
Possible LOC Reduction: \$121,775.25	

# AFFIDAVIT

STATE OF COLORADO

)ss.

COUNTY OF EAGLE

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 infrastructure dedicated to the Town of Gypsum for the Gypsum Early Learning Center project 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 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.

Date 10/31/25, 2025 By Bryson Beamer  
Eagle County School District

SUBSCRIBED AND SWORN to before me, this 7th day of November, 2025.

Natalia Olle  
Notary Public

My Commission Expires: 3-21-28

NATALIA OLLE  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20244011585  
MY COMMISSION EXPIRES MARCH 21, 2028