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TOWN COUNCIL TOWN OF GYPSUM, STATE OF COLORADO

RESOLUTION NO. 2007 - 22

A RESOLUTION AND AGREEMENT ACCEPTING THE DEDICATION OF PUBLIC IMPROVEMENTS WITHIN ALL FILINGS OF THE TENDERFOOT SUBDIVISION

WHEREAS, the Town of Gypsum ("Gypsum") has approved the Final Plats for the Tenderfoot Subdivision ("Subdivision") on the condition that certain public improvements for potable water and sanitary sewer as listed on 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 Preliminary and Final Plat approvals from Gypsum for the Tenderfoot Subdivision required Chatfield Court Development, LLC ("Developer") to construct said public improvements with proper conveyance and dedication to Gypsum; and

WHEREAS, Developer has completed construction and has tendered a bill of sale for, and requested that Gypsum accept, the Public Improvements, and has signed this Resolution and Agreement consenting to the terms of such conveyance and dedication; 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; and

WHEREAS, Developer has provided electronic and reproducible as-built mylar drawings, mechanic's and materialmen's lien waivers and warranty bonds 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 located within the Subdivision, as depicted upon **Exhibit A**, are hereby dedicated and conveyed to, and accepted by, Gypsum, subject to the following conditions:

TOWN OF GYPSUM
PO BOX 130
GYPSUM CO 81637

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) year after the effective date of this acceptance for 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 bond 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 bond so as to provide a full one year warranty period following the repair of the defect to Gypsum's reasonable satisfaction. **Should the Town, due to inclement weather or otherwise be prohibited from making proper inspection of the improvements to determine their acceptance prior to the expiration of the one (1) year warranty period of bond or letter of credit, the warranty period and bond or letter of credit 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.
6. Developer also constructed a pedestrian path connecting to the tot lot east of the Subdivision. Security in the amount of \$698 is to be posted with the

Chatfield Corners Metropolitan District with a one year warranty period. Security shall be put in place prior to recording this resolution.

7. Test results on the pedestrian bike path have not yet been received from HP Geotech. Recording of this resolution will not be completed until these results are received and approved by Gypsum.

Exhibit A Resolution No. 2007-22



Bike path to Tot lot for the Metro District (156' Long X 7' wide) x \$19.65/ly = \$2,384.20
9.5¢/sq ft x 15% = \$357.63

Valley Custom Builders
Attn: Matt Dietz
P.O. Box 2909
Edwards, CO 81632

Warranty
ONE-YEAR L.O.C. to Metro District
22 JUN 07 Jerry C. Lane
mobil 340
29-AUG-08 → 698.00
①

Infrastructure Proposal for Tenderfoot

Bid Item	Quantity	Unit	Unit Price	Total
Mobilization	1	LS	\$ 11,340.00	\$ 11,340.00
Sanitation	7	EA	\$ 2,800.00	\$ 19,600.00
12" Waterline	1670	LF	\$ 1.50	\$ 2,505.00
12" DIP Waterline	201	LF	\$ 67.50	\$ 13,567.50
12" Gate Valves	3	EA	\$ 1,750.00	\$ 5,250.00
12" Bends	5	EA	\$ 432.00	\$ 1,296.00
12 x 12 x 8 Tee	1	EA	\$ 825.00	\$ 825.00
8" Waterline Tie-in	1	EA	\$ 1,450.00	\$ 1,450.00
8" DIP Waterline	40	LF	\$ 53.25	\$ 2,130.00
8" Gate Valve	1	EA	\$ 1,225.00	\$ 1,225.00
8" Waterline	52	LF	\$ 36.00	\$ 1,872.00
6" Gate Valve	2	EA	\$ 700.00	\$ 1,400.00
Fire Hydrant Assembly	2	EA	\$ 820.00	\$ 1,640.00
1.5" SDR 35 Sewer Main	7	EA	\$ 1,525.00	\$ 9,250.00
4" SDR 35 Sewer Main	2	EA	\$ 2,750.00	\$ 5,500.00
8" SDR 35 Sewer Main	985	LF	\$ 20.50	\$ 20,092.50
1.5" SDR 35 Sewer Service	355	LF	\$ 6.00	\$ 2,130.00
4" SDR 35 Sewer Service	809	LF	\$ 23.00	\$ 18,607.00
Joint Shallow Utility Trench	1160	LF	\$ 18.35	\$ 21,286.00

20% x 15% = 340

NA

100%

100%

100%

NA 167,885.50

100% @ 100%

x 15%

18985 WATCH ROAD P.O. Box 4202 Eagle, CO 81631
OFFICE (970) 328-5100 FAX (970) 328-5101
info@vcl.net

10,182.82

1153

11,337.82

②
Jerry C. Lane 19 JUN 07
One Yr. Warranty L.O.C. for 11,338.00
mobilization 340.00
Total = \$ 11,678.00

**BILL OF SALE
CHATFIELD COURT DEVELOPMENT, LLC**

KNOW ALL MEN BY THESE PRESENTS: CHATFIELD COURT DEVELOPMENT, 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, interceptors, equipment, and related appurtenances 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 Tenderfoot.

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 one (1) year after the effective date of this acceptance for any 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 one year warranty bond 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 bond so as to provide a full one year warranty period following the repair of the defect to Gypsum's reasonable satisfaction. **Should the Town, due to inclement weather or otherwise be prohibited from making proper inspection of the improvements to determine their acceptance prior to the expiration of the one (1) year warranty period of bond or letter of credit, the warranty period and bond or letter of credit 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 26th day of June, 2007.

DEVELOPER

CHATFIELD COURT DEVELOPMENT, LLC

BY: [Signature]

TITLE: member



STATE OF COLORADO)
) ss.
COUNTY OF Eagle)

The foregoing instrument was subscribed and sworn to before me this 21st
day of June, 2007, by Matthew Dietz as
member of Chatfield Court Development, LLC.

Witness my hand and official seal.

Walter Casey
Notary Public

My Commission expires: 01/07/08

Tenderfoot Bill of Sale/Infrastructure



Bike path to Tot lot for the Metro District (156' Long X 7' wide) x \$1965/64 = \$2,384.20
95\$/sy x 15% = \$357.63

Vail Valley Custom Builders
Attn: Matt Dietz
P.O. Box 2809
Edwards, CO 81632

warranty
ONE-YEAR L.O.C. to Metro District
22 JUN 07 Jerry C. Jan
MOBE 29-AUG-08 → 698.00
①

Infrastructure Proposal for Tenderfoot

Bid Item	Quantity	Unit	Unit Price	Total
Mobilization	1	LS	\$ 11,340.00	\$ 11,340.00
Submerged Communication Cable	2	EA	2,000.00	4,000.00
2" Waterline	1000	LF	0.50	500.00
2" DCP Waterline	1000	LF	0.50	500.00
2" Gate Valve	2	EA	225.00	450.00
2" Bands	2	EA	225.00	450.00
2" x 2" x 8" Tee	1	EA	825.00	825.00
2" Waterline Removal	2	EA	100.00	200.00
8" Waterline Tie-in	1	EA	1,450.00	1,450.00
8" DCP Waterline	40	LF	58.25	2,330.00
8" Gate Valve	1	EA	1,225.00	1,225.00
6" Waterline	52	LF	96.00	5,072.00
6" Gate Valve	2	EA	750.00	1,500.00
Fire Hydrant Assembly	2	EA	3,200.00	6,400.00
4" x 8" Supply Water Service	2	EA	10,000.00	20,000.00
Sewer Manhole Tie-in	7	EA	1,625.00	11,375.00
18" Sewer Manholes	2	EA	2,750.00	5,500.00
8" GDR 35 Sewer Main	265	LF	82.00	21,770.00
8" Sewer Manhole	2	EA	1,000.00	2,000.00
8" Sewer Valve	2	EA	1,000.00	2,000.00
Sewer Video	385	LF	5.00	1,925.00
4" HDR 35 Sewer Service	809	LF	36.00	29,124.00
Joint Shallow Utility Trench	1160	LF	13.35	15,486.00

20% x 15% = 340

NA

100%

100%

100%

NA 267,885.50

100% @ 100%

10,182.82

1155

11,337.82

PARSAWATCH ROAD, Box 4260, Engle, CO 81631
OFFICE (970) 328-5100 FAX (970) 328-5101
vrm@vail.net

Jerry C. Jan 19 JUN 07

② One Yr. Warranty L.O.C. for 11,338.00
mobilization 340.00
Total = \$11,678.00

APR/24/2007/TUE 10:16 AM

FAX No.

P. 001/001

FINAL WAIVER AND
RELEASE OF MECHANIC'S LIEN CLAIMS

STATE OF COLORADO
COUNTY OF EAGLE

The undersigned is an original contractor or subcontractor who has furnished labor, services, materials, tools, equipment, machinery and/or other items ("Work") in the construction of improvements upon real property owned by Chatfield Court Development, LLC ("Owner"), located at Tenderfoot, MASTER (Infrastructure) Chatfield Court, Greenwood, Colorado 81632 (the "Property"). If the undersigned is a subcontractor, the undersigned has a subcontract relating to the Work with VVCB Multifamily LLC, as general contractor ("Contractor").

For Work in connection with the Property, the undersigned:

received a total of \$ 391,337.79 for work completed through July 11, 2006. (TOTAL PAID)

is not owed any amounts, and no amounts have been retained on original contract.

Therefore, the undersigned:

1. Has been paid in full for all sums owed for Work concerning the Property on the original contract amount.
2. Acknowledges complete satisfaction of, and forever waives and releases, all liens and claims of liens for labor, services, materials, tools, equipment, machinery and/or other items, which the undersigned may have as a result of or in connection with the Work.
3. Has represented and warranted and does hereby represent and warrant that all persons and entities who have furnished labor, services, materials, tools, equipment, machinery and/or other items to the undersigned in connection with the Work have been or will be paid all amounts they are owed.
4. Agrees to indemnify and hold harmless Owner (and Contractor if the undersigned is a subcontractor) harmless against all liability, loss and cost (including but not limited to reasonable legal fees and disbursements) now or hereafter incurred, paid or suffered by or asserted against Owner, the Property (or Contractor, if the undersigned is a subcontractor) because of any claim or action by the undersigned, or by any person or entity claiming by, through or under the undersigned, with respect to the claims and liens herein waived and released or arising out of any material breach or material untruth of any statement herein made.

The person signing this document represents that he or she is duly authorized to do so on behalf of the undersigned original contractor or subcontractor.

All of the provisions of this document shall bind the undersigned original contractor or subcontractor and the undersigned's heirs, legal representatives, successors and assigns and shall inure to the benefit of Owner and the heirs, legal representatives, successors and assigns of Owner (and to the benefit of Contractor and the heirs, legal representatives, successors and assigns of Contractor, if the undersigned is a subcontractor).

EXECUTED this 24 day of April, 2007.

Chris Peduzzi Site Resource Management, Inc. (contracting company)
 (Signature)
 Name: Chris Peduzzi (please print)
 Title: President

Return to: VVCB Multifamily LLC ~ PO Box 2809, Edwards, CO 81632 ~ 970-926-8771 (fax) 926-8233

PARTIAL WAIVER AND RELEASE OF MECHANICS LIEN CLAIMS

The undersigned is an original contractor or subcontractor who has furnished labor, services, materials, tools, equipment, machinery and/or other items ("Work") in the construction of improvements upon real property owned by Chatfield Court Development, LLC ("Owner"), located at Tenderfoot, MASTER (Infrastructure), Chatfield Court, Gypsum, Colorado 81637 (the "Property"). If the undersigned is a subcontractor, the undersigned has a subcontract relating to the Work with VVCB Multifamily LLC, as general contractor ("Contractor").

received \$ 347,995.00 through June 6, 2006. (prior draws paid)
is owed \$ 43,342.20 through July 11, 2006. (June Draw)

Total Paid to Date: \$ 391,337.20

The undersigned through the prior draws paid:

1. Has been paid in full for all sums owed for Work concerning the Property.
2. Acknowledges complete satisfaction of, and forever waives and releases, all liens and claims of liens for labor, services, materials, tools, equipment, machinery and/or other items, which the undersigned may have as a result of or in connection with the Work.
3. Has represented and warranted and does hereby represent and warrant that all persons and entities who have furnished labor, services, materials, tools, equipment, machinery and/or other items to the undersigned in connection with the Work have been or will be paid all amounts they are owed.
4. Agrees to indemnify and hold harmless Owner (and Contractor if the undersigned is a subcontractor) harmless against all liability, loss and cost (including but not limited to reasonable legal fees and disbursements) now or hereafter incurred, paid or suffered by or asserted against Owner, the Property (or Contractor, if the undersigned is a subcontractor) because of any claim or action by the undersigned, or by any person or entity claiming by, through or under the undersigned, with respect to the claims and liens herein waived and released or arising out of any material breach or material untruth of any statement herein made.

The person signing this document represents that he or she is duly authorized to do so on behalf of the undersigned original contractor or subcontractor.

All of the provisions of this document shall bind the undersigned original contractor or subcontractor and the undersigned's heirs, legal representatives, successors and assigns and shall inure to the benefit of Owner and the heirs, legal representatives, successors and assigns of Owner (and to the benefit of Contractor and the heirs, legal representatives, successors and assigns of Contractor, if the undersigned is a subcontractor).

EXECUTED this 10 day of AUGUST, 2006.

Site Resource Management, Inc. (contracting company)
By: Chris Fedrizzi (signature)
Name: Chris Fedrizzi (please print)
Title: President/Owner

Return to: VVCB Multifamily LLC - PO Box 2809 - 0429 Edwards Access Rd., A207 - Edwards, CO 81632 - (970)926-8771/Fax(970)926-8253

PW.MASTER.SF.PRES.DOCY/2800



Edwards

0069 Edwards Access Road, Suite 4
P.O. Box 2205
Edwards, Colorado 81632
970-926-4811
Fax 970-926-5017

IRREVOCABLE STANDBY LETTER OF CREDIT

Date of Issue: June 26, 2007
Amount: \$11678.00
Number: 3850293933
Expiration Date: June 26, 2008

APPLICANT: Chatfield Court Development, LLC
BENEFICIARY: Town of Gypsum
PURPOSE: Letter of Credit for Warranty Period on Improvements

To Whom It May Concern:

We hereby establish in Town of Gypsum's favor, at the request and for the benefit of Chatfield Court Development, LLC, our Irrevocable Standby Letter of Credit in an amount not to exceed \$11,678.00 (U.S. \$11,678.00). The purpose of this letter is to secure the performance of and the compliance with, the agreement by and between Chatfield Court Development, LLC and Town of Gypsum.

Town of Gypsum shall promptly notify Bank when a default or event of default of said agreement occurs. Your notification shall include any notice or order required to be sent to Chatfield Court Development, LLC pursuant to the agreement. Notice shall be by telephone and in writing to:

Alpine Bank Edwards
Attention: Marci Colby
PO Box 2205
Edwards, CO 81632
(970) 926-4811

We hereby agree to honor drafts drawn under and in compliance with the terms of this Letter of Credit if duly presented to a loan officer at 0069 Edwards Access Road Suite 4 Edwards, CO 81632, during normal business hours on or before the expiration date. Partial drawings are permitted. This Letter of Credit is not transferable.

The conditions for payment of any draft drawn against this Letter of Credit are as follows:

1. Receipt by Bank of Town of Gypsum's manually signed statement by an authorized signatory certifying that Chatfield Court Development, LLC has failed to perform with, or comply in accordance with, the provisions of said agreement by and between Chatfield Court Development, LLC and Town of Gypsum, and stating the dollar amount of the default.



Alpine Bank

2. Presentation of the original Letter of Credit to Bank, endorsed on the reverse side with the words: "Drawn by Town of Gypsum in the amount of (\$ amount)" then manually signed by an authorized signatory.

This Letter of Credit shall be governed by Article V of the Uniform Commercial Code as in effect in the State of Colorado on the date of issue. This Letter of Credit sets forth in full the terms of our undertaking, and such undertaking shall not in any way be modified, amended, amplified or limited by any document, instrument or agreement referred to herein, or in which this credit is referred to, or to which this credit relates; and no such reference shall be deemed to incorporate herein by reference any such document, instrument or agreement.

ALPINE BANK EDWARDS

By: Marci Colby
Marci Colby, Assistant Vice President



Edwards

0069 Edwards Access Road, Suite 4
P.O. Box 2205
Edwards, Colorado 81632
970-926-4811
Fax 970-926-5017

IRREVOCABLE STANDBY LETTER OF CREDIT

Date of Issue: June 26, 2007
Amount: \$698.00
Number: 3850294733
Expiration Date: June 26, 2008

APPLICANT: Chatfield Court Development, LLC
BENEFICIARY: Chatfield Corners Metro District
PURPOSE: Letter of Credit for bike path

To Whom It May Concern:

We hereby establish in Chatfield Corners Metro District's favor, at the request and for the benefit of Chatfield Court Development, LLC, our Irrevocable Standby Letter of Credit in an amount not to exceed \$698.00 (U.S. \$698.00). The purpose of this letter is to secure the performance of and the compliance with, the agreement by and between Chatfield Court Development, LLC and Chatfield Corners Metro District.

Chatfield Corners Metro District shall promptly notify Bank when a default or event of default of said agreement occurs. Your notification shall include any notice or order required to be sent to Chatfield Court Development, LLC pursuant to the agreement. Notice shall be by telephone and in writing to:

Alpine Bank Edwards
Attention: Marci Colby
PO Box 2205
Edwards, CO 81632
(970) 926-4811

We hereby agree to honor drafts drawn under and in compliance with the terms of this Letter of Credit if duly presented to a loan officer at 0069 Edwards Access Road Suite 4 Edwards, CO 81632, during normal business hours on or before the expiration date. Partial drawings are permitted. This Letter of Credit is not transferable.

The conditions for payment of any draft drawn against this Letter of Credit are as follows:

1. Receipt by Bank of Chatfield Corners Metro District's manually signed statement by an authorized signatory certifying that Chatfield Court Development, LLC has failed to perform with, or comply in accordance with, the provisions of said agreement by and between



Alpine Bank

Chatfield Court Development, LLC and Chatfield Corners Metro District, and stating the dollar amount of the default.

2. Presentation of the original Letter of Credit to Bank, endorsed on the reverse side with the words: "Drawn by Chatfield Corners Metro District in the amount of (\$ amount)" then manually signed by an authorized signatory.

This Letter of Credit shall be governed by Article V of the Uniform Commercial Code as in effect in the State of Colorado on the date of issue. This Letter of Credit sets forth in full the terms of our undertaking, and such undertaking shall not in any way be modified, amended, amplified or limited by any document, instrument or agreement referred to herein, or in which this credit is referred to, or to which this credit relates; and no such reference shall be deemed to incorporate herein by reference any such document, instrument or agreement.

ALPINE BANK EDWARDS

By: Marci Colby

Marci Colby, Assistant Vice President

**RECORD OF PROCEEDINGS OF THE GYPSUM TOWN COUNCIL
JUNE 12, 2007**

MOTION: Council Member Edwards motioned to approve Ordinance 2007-10 on second reading. All Council Members present were in favor and the Motion CARRIED.

RESOLUTION 2007-20 - Dedication of Infrastructure for Sky Legend, Filing 1

Frances Barela stated everything is in order and we are only waiting on letter of credit but I have an existing one and it will be exchanged when I get the new one. Bob Cole asked Anne Martens about the dedication of storm sewer do we want to accept that. Anne stated it is broken out. Is this acceptance that this is clear that the only thing we are taking on? Anne stated it is for a Type R inlet only in the roadway. Bob Cole stated I would suggest if we could add the word after road platform to make it more clear. Or "only within the road plat form."

MOTION: Council Member McMichael motioned to approve Resolution 2007-20 subject to receipt of a new letter of credit and change in the wording to "Only within the Road Platform". All Council Members present were in favor and the Motion CARRIED.

RESOLUTION 2007-22 Dedication of Infrastructure for Tenderfoot

Frances Barela stated this is ready and the report from HP Geotech for the pedestrian path is in Anne's possession. This will be approved conditional upon approval by Anne Martens on the test results. Jeff Shroll state I have the same question this is the subdivision we are approving. Let's clarify that exhibit and line out those that we are not including. This is not including storm sewer improvements or anything labeled N/A on the exhibit.

MOTION: Council Member McMichael motioned to approve Resolution 2007-22 not including storm sewer improvements or anything labeled N/A on the exhibit. All Council Members present were in favor and the Motion CARRIED.

RESOLUTION 2007-26 Annual Update To Three Mile Plan

MOTION: Council Member Edwards motioned to approve Resolution 2007-26. All Council Members present were in favor and the Motion CARRIED.

MAYOR, TOWN COUNCIL AND STAFF REPORTS

Mark Silverthorne stated we need to pay Oshkosh Capital for the trash truck. It's budgeted but since they have been sending the invoices to our street address and we haven't gotten them, I'd like to pay that with a hand check.

*Gypsum Town Council Meeting Minutes
June 12, 2007
Page 3 of 5
Prepared by: Jenny Ellringer, CMC*