

TOWN COUNCIL TOWN OF GYPSUM, STATE OF COLORADO

RESOLUTION NO. 13 (SERIES 2021)

A RESOLUTION ACCEPTING THE DEDICATION OF PUBLIC IMPROVEMENTS
FOR RED TABLE PARTNERS, LLP

WHEREAS, the Town of Gypsum ("Gypsum") has approved the construction of Red Table Apartments constructed by Red Table Partners, LLP ("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 9th day of March, 2021 by a vote of 6 in favor and 0 against.

TOWN OF GYPSUM

BY: 

Mayor Pro Tem, Tom Edwards



BY: 

Interim Town Clerk

EXHIBIT A
BILL OF SALE

BILL OF SALE
Red Table Apartments

KNOW ALL MEN BY THESE PRESENTS: Red Table Partners, LLP, ("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:

Pressure reducing valve and related appurtenances 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 Red Table Apartments.

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 working order.
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. Developer's indemnity shall not extend to damage caused by the Town or Town's contractors or assigns that occur during the removal and relocation of the Public Improvements.

IN WITNESS WHEREOF, the Developer has caused its name to be hereunto subscribed
this 3 day of March, 2021.

DEVELOPER

Red Table Partners, LLP

BY: Kelly Wold-Herzog

TITLE: Kelly Wold-Herzog, Managing Partner

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was subscribed and sworn to before me this 3rd
day of March, 2021, by Kelly Wold-Herzog as
Managing Partner of Red Table Partners, LLP.

Witness my hand and official seal.

Louise C Carter

Notary Public

My Commission expires: 1/31/2024



EXHIBIT A
BILL OF SALE

Red Table Apartments
0765 Red Table Dr. Gypsum, CO
Exhibit A

PRV Vault; Equipment; and Time by General Contractor

Vender	Date	Inv #:	Item/Material	Description	Cost
Copeland Concrete	8/3/2017	32331	2 PRV Vaults	Box Concrete Vault	\$ 11,655.79
GJ Pipe	11/20/2017	3561910	PRV Materials	Associated equipment for PRV install	\$ 10,670.87
GJ Pipe	11/27/2017	3561912	PRV Materials	Brass strainer and wye	\$ 115.40
GJ Pipe	12/6/2017	3562017	PRV Materials	Tap and 2" materials	\$ 672.19
RPM Construction	12/2/2017	642	PRV Vault and Mat install	Mobilize, excavate and install	\$ 25,112.88
RPM Construction	11-Dec	656	Final 20%	Final invoice for install	\$ 12,466.57
RMGC Time by Emj	5/25/17-12/15/17		Labor	Project Management and Supervision 62 hrs @ \$75/hr	\$ 4,650
RMGC Contract Fee				Charged at 10% of \$65,343.70	\$ 6,534.37
					<u>\$ 71,878.07</u>

Prepared by Jason M Herzog
Rocky Mountain GC, LLC

Digitally signed by Jason M Herzog
DN: C=US, E=jason@rockymountaingc.com,
OU=Rocky Mountain GC, LLC, CN=Jason
M Herzog
Reason: I am approving this document
Contact Info: 970-376-3884
Date: 2021.02.12 11:46:38-07'00'

X Jason M Herzog