

**TOWN OF MEAD, COLORADO  
RESOLUTION NO. 53-R-2024**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, GRANTING  
CONDITIONAL ACCEPTANCE OF THE ON-SITE PUBLIC IMPROVEMENTS  
(EXCLUDING STORMWATER AND LANDSCAPING) ASSOCIATED WITH  
PHASES 1A AND 1B (RANGE VIEW ESTATES FINAL PLAT)**

**WHEREAS**, Range View Estates LLC, a Colorado limited liability company having a principal office address of 6355 Fairgrounds Avenue, Suite 300, Windsor, Colorado 80550 (“Developer”) has caused the completion of certain public improvements benefitting the Range View Estates Final Plat (“Development”), specifically the On-Site Public Improvements (excluding Stormwater and Landscaping) associated with **Phases 1A and 1B** of the Development (collectively, the “Improvements”); and

**WHEREAS**, the Improvements are identified in that certain Subdivision Improvement Agreement dated October 26, 2020, and recorded on April 2, 2021, at Reception No. 4700507 in the Weld County property records (the “SIA”); and

**WHEREAS**, the Improvements are subject to a warranty period of two (2) years following the conditional acceptance of the improvements; and

**WHEREAS**, Developer has requested conditional acceptance of the Improvements by the Board of Trustees of the Town of Mead; and

**WHEREAS**, the Town Engineer has reviewed the construction of Improvements, has determined that the Improvements have been constructed and installed in substantial conformance with the Town’s construction standards, and is recommending that the Board grant conditional acceptance of the Improvements effective as of June 25, 2024, subject to the conditions set forth in the Final Punchlist, a copy of which is attached to this Resolution as **Exhibit A**, and subject to the additional conditions attached to this Resolution as **Exhibit B**; and

**WHEREAS**, the Board of Trustees desires to grant conditional acceptance of the Improvements subject to the conditions set forth in this Resolution; and

**WHEREAS**, the *Mead Municipal Code* (“MMC”) requires the Developer to maintain the Improvements for a two (2) year period from the date of conditional acceptance and clarifies that the Developer shall, at its own expense, take all actions necessary to maintain the Improvements and make needed repairs or replacements that, in the reasonable opinion of the Town (and the Town Engineer), shall become necessary; and

**WHEREAS**, if the Developer fails to make necessary repairs to the Improvements in accordance with the requirements set forth in the MMC, the Town may withhold final acceptance of the Improvements, may proceed to withhold building permits, temporary certificates of occupancy, or certificates of occupancy for those lots located within boundaries of the Development, or may take any other action authorized by the SIA.

**NOW THEREFORE, BE IT RESOLVED** by the Town of Mead, Weld County, Colorado, that:

**Section 1. Conditional Acceptance of Public Improvements.** The Board of Trustees on behalf of the Town of Mead, hereby grants “conditional acceptance” of the Improvements identified in this Resolution and orders the commencement of the two (2) year warranty period on June 25, 2024.

**Section 2. Developer Obligation to Maintain Improvements during Guarantee Period.** Developer shall maintain the Improvements for a two (2) year period from the date of conditional acceptance (the “Guarantee Period”). Developer shall, at its own expense, take all actions necessary to maintain the Improvements and make needed repairs or replacements that, in the reasonable opinion of the Town (and the Town Engineer), shall become necessary during the Guarantee Period. Failure of the Developer to maintain the Improvements during the Guarantee Period shall violate the requirements this Section 2 and shall constitute a violation of the MMC pursuant to MMC Sec. 16-6-10(c)(1)(g). In addition to any contractual remedies available to the Town under the SIA, Town Staff shall be authorized to take any and all enforcement actions as necessary to ensure that the Developer completes necessary repairs and replacements of the Improvements during the Guarantee Period and prior to final acceptance of the Improvements, as authorized by the MMC, including but not limited to the enforcement actions set forth in Article VI of Chapter 16 of the MMC.

**Section 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 sections of the resolution. The Town Board hereby declares that it would have passed the resolution including each part, section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more parts, sections, subsections, sentence, clauses or phrases are declared invalid.

**Section 4. Repealer.** All resolutions and motions of the Board of Trustees of the Town of Mead or parts thereof, in conflict with this resolution are to the extent of such conflict hereby superseded and repealed, provided that such repealer shall not repeal the repealer clauses of such resolution or motion, no revive any resolution or motion thereby.

**Section 5. Effective Date.** This resolution shall become effective immediately upon adoption.

**Section 6. Certification.** The Town Clerk shall certify to the passage of this resolution and make not less than one copy of the adopted resolution available for inspection by the public during regular business hours.

**INTRODUCED, READ, PASSED, AND ADOPTED THIS 24<sup>TH</sup> DAY OF JUNE, 2024.**

**ATTEST:**

**TOWN OF MEAD**

By: \_\_\_\_\_  
Mary E. Strutt, MMC, Town Clerk

By: \_\_\_\_\_  
Colleen G. Whitlow, Mayor

**Exhibit A**

Final Punchlist (for Conditional Acceptance – On-Site Public Improvements (excluding Stormwater and Landscaping) associated with **Phases 1A and 1B**)

(attached – 6 pages)



Project Name: Range View Estates, On-Site Public Improvements (Phases 1A and 1B)

Contractor: Hillside Commercial Group

Inspector: Ryan Corbett

Punchwalk Dates: 6/11/2024

Pre-Walk for Conditional Acceptance: 11/29/23, 11/30/24, 3/27/24

Punch List Items						
No.	Item	Description	Location	Observation Date	Completion Date	Town Sign-Off
1	Concrete				6/11/2024	RCC
2	Detention Basin	Will be part of the landscaping conditional acceptance	2 basins along CR7	6/11/2024		RCC
3	Manhole/Valves				6/11/2024	RCC
4	Street Lights	Missing 1- united power is working with LTWD for crossing agreement to install	Adams Ave & Manttana Dr	6/11/2024		RCC
5	As-Builts	Approved by Ken Clifford			6/8/2024	RCC
6	Storm	Will be part of the landscaping conditional acceptance		6/11/2024		RCC
7	Erosion Control	Will continue to monitor until landscaping is established		6/11/2024		RCC
8	Housekeeping				6/11/2024	RCC
9	Stockpiles/Grading				6/11/2024	RCC
10	CR 32 (Adams Ave)	Completed with a separate LOC and obtained conditional acceptance 5/28/24			5/28/2024	RCC
11	Asphalt	No issues noted			6/11/2024	RCC
12	Thermoplastic Symbols				6/11/2024	RCC
13	Inlet		CR7		6/11/2024	RCC
14	Mailboxes				6/11/2024	RCC
15	Water (LTWD)	Approved on 5/16/24			5/16/2024	RCC
16	Sanitary Sewer	There are 3 small bellies we will re-evaluate at 2-year warranty- marked on map and pictures			6/11/2024	RCC
17	OminTrax	Approved on 5/13/24			5/13/2024	RCC
18	Mulligan Lakes Estates	Approved on 1/3/24			1/34/24	RCC
19	Highland Ditch Company	Approved on 12/6/24			12/6/2023	RCC
20	Landscaping	Has a separate LOC and will have a separate Conditional Acceptance		6/11/2024		RCC

Range View  
Contractor: Hillside Commercial Group  
Date: 11/29/23, 11/30/23, 3/27/24, 6/11/24  
Conditional Acceptance



Range View  
Contractor: Hillside Commercial Group  
Date: 11/29/23, 11/30/23, 3/27/24, 6/11/24  
Conditional Acceptance



Range View  
Contractor: Hillside Commercial Group  
Date: 11/29/23, 11/30/23, 3/27/24, 6/11/24  
Conditional Acceptance



5)



6)





Range View  
Contractor: Hillside Commercial Group  
Date: 11/29/23, 11/30/23, 3/27/24, 6/11/24  
Conditional Acceptance



7) Stop sign needs to be reset





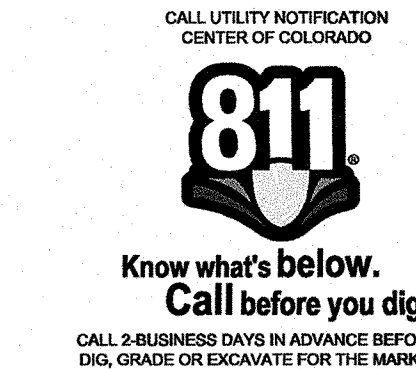
**RANGE VIEW ESTATES - PHASE I**

**OVERALL UTILITY PLAN**

FOR AND ON BEHALF OF HIGHLAND  
DEVELOPMENT SERVICES

OVUT

SHEET 18 OF 82



**TOWN OF MEAD, COLORADO**  
**DRAWING APPROVAL**

THESE PLANS ARE HEREBY APPROVED FOR ONE YEAR FROM THE DATE OF THE  
TOWN ENGINEER'S APPROVAL.

APPROVED BY: *Swika Ramussh* 3/29/21

Town Engineer

Date



## **Exhibit B**

### **Additional Conditions (Conditional Acceptance – On-Site Public Improvements (excluding Stormwater and Landscaping) associated with Phases 1A and 1B)**

The Developer shall reduce the collateral for the Improvements by selecting one of the two options set forth below.

1. **OPTION 1**

Developer shall replace Letters of Credit (LOCs) Nos. 33119 and 33121, both dated April 19, 2023, in the amounts of \$260,049.23 and \$332,729.26, respectively (and both having current expiration dates of April 19, 2025) (the “Existing On-Site Pavements and On-Site Improvements LOCs”), with **one new replacement LOC** in the form required by the SIA in the amount of **eighty-eight thousand nine hundred sixteen dollars (\$88,916.00)** (representing 15% of the aggregate face amounts of the Existing On-Site Pavements and On-Site Improvements LOCs) and having an expiration date **not earlier than September 1, 2026** (the “Warranty LOC”). If Developer selects OPTION 1, the Developer shall proceed to have POINTS WEST COMMUNITY BANK file the Warranty LOC with the Town Engineer on or before July 31, 2024. Upon filing of the Warranty LOC, the Town Engineer or designee shall cause the Existing On-Site Pavements and On-Site Improvements LOCs to be released.

2. **OPTION 2**

At Developer’s request, the Town will send a letter to POINTS WEST COMMUNITY BANK requesting an amendment to each of the Existing On-Site Pavements and On-Site Improvements LOCs:

- Reduce amount of LOC No. 33119 from \$260,049.23 to **\$39,007.00** and extend final expiration date to **September 1, 2026**
- Reduce amount of LOC No. 33121 from \$332,729.26 to **\$49,909.00** and extend final expiration date to **September 1, 2026**

(together, the “AMENDED LOCs – Warranty Period”).

If Developer selects OPTION 2, the Developer shall proceed to have POINTS WEST COMMUNITY BANK process the requested amendments and file the AMENDED LOCs – Warranty Period with the Town Engineer or designee on or before July 31, 2024.