

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 44-R-2024**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, GRANTING
CONDITIONAL ACCEPTANCE OF THE COUNTY ROAD 32 WIDENING
IMPROVEMENTS ASSOCIATED WITH PHASE 1A AND FUTURE PHASE
(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 County Road 32/Adams Avenue public improvements associated with **Phase 1A and Future Phase** 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 May 29, 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 May 29, 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 28TH DAY OF MAY, 2024.

ATTEST:

TOWN OF MEAD

By: _____
Mary E. Strutt, MMC, Town Clerk

By: _____
Colleen G. Whitlow, Mayor

EXHIBIT A

Final Punchlist (for Conditional Acceptance – County Road 32 Widening Improvements associated with
Phase 1A and Future Phase)

(Attached – 3 pages)



Project Name: Range View Estates- CR32 (Adams Ave) Improvements excluding ROW landscaping

Contractor: Hillside Commercial Group

Inspector: Ryan Corbett

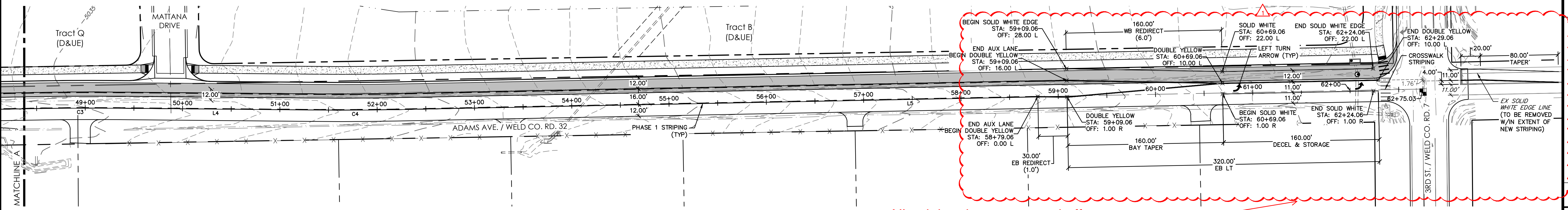
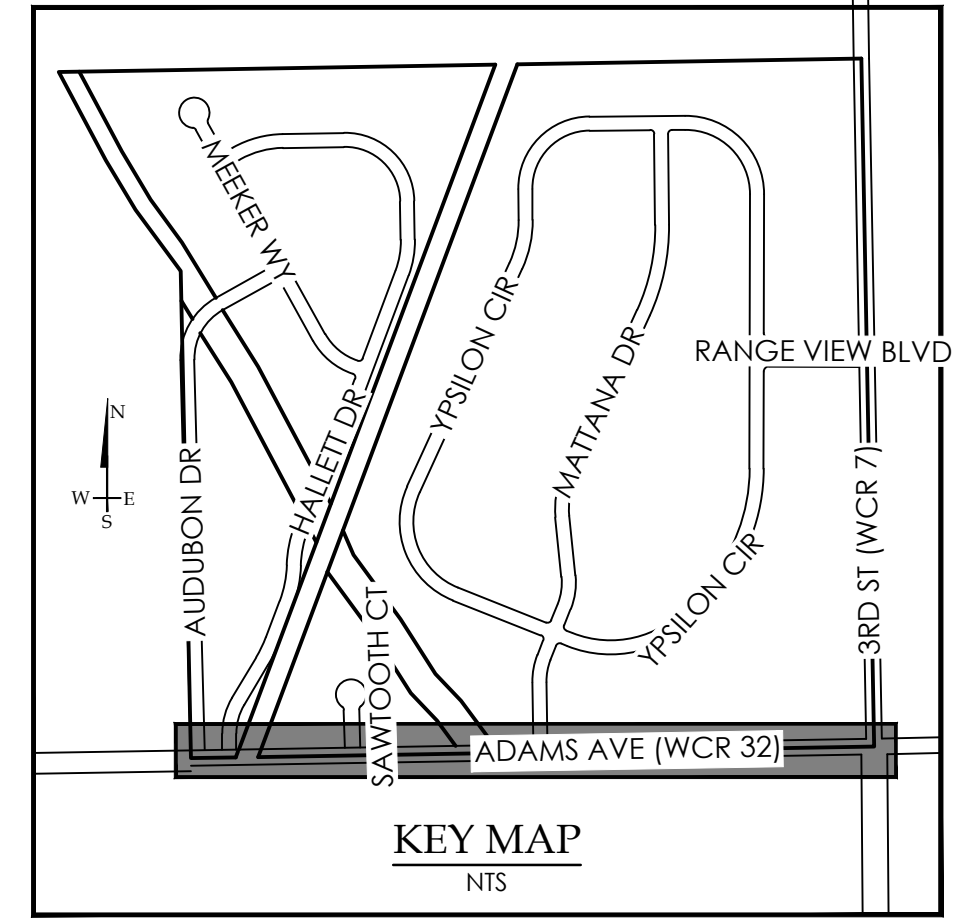
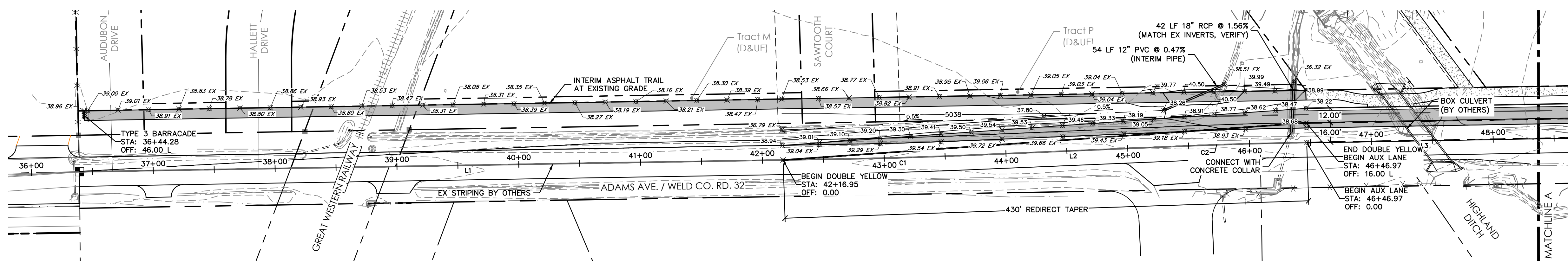
Punchwalk Dates:

Pre-Walk for Conditional Acceptance: 4/18/2024

Punch List Items						
No.	Item	Description	Location	Observation Date	Completion Date	Town Sign-Off
1	Concrete	No issues noted.		4/18/2024		RCC
2	Detention Basin	No issues noted.		4/18/2024		RCC
5	As-Builts					
6	Storm	No issues noted.		4/18/2024		RCC
7	Erosion Control	No issues noted.		4/18/2024		RCC
8	Housekeeping	No issues noted.		4/18/2024		RCC
9	Stockpiles/Grading	No issues noted.		4/18/2024		RCC
12	Asphalt	All areas that had striping removed needs to be seal coated	Adams Ave both east & west of CR7	4/18/2024		RCC
13	Thermoplastic Symbols	No issues noted.		4/18/2024		RCC
14	Inlet	No issues noted.		4/18/2024		RCC

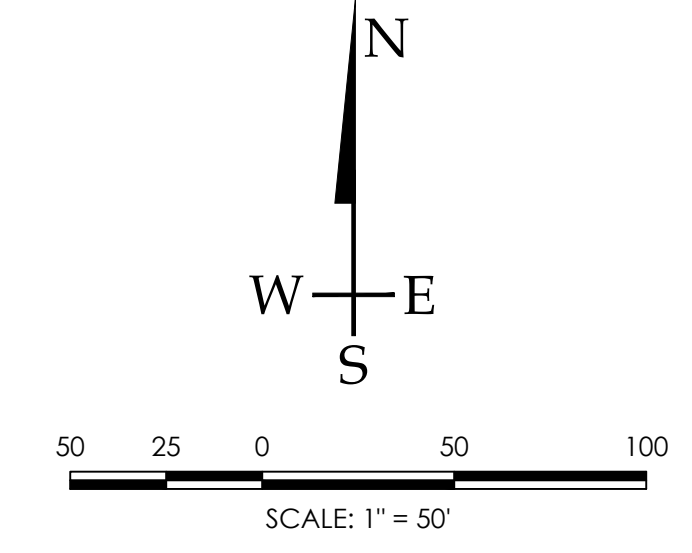
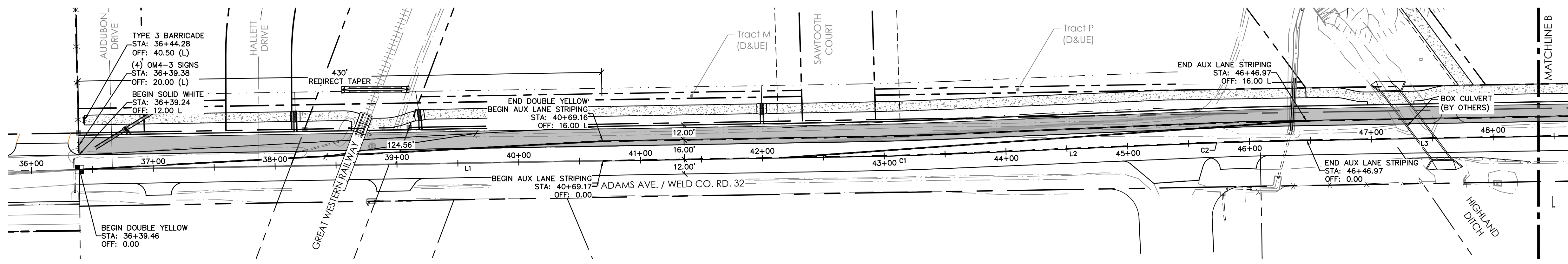
Range View- CR 32 Improvements
Contractor: Hillside Commercial Group
Date: 4/18/24
Conditional Acceptance





PROPOSED STRIPING PLAN

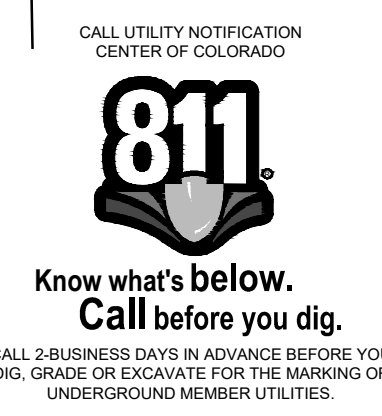
FUTURE STRIPING PLAN



- NOTES:
- CENTERLINE ELEVATIONS AND DESIGN ARE IN REFERENCE TO THE "PUBLIC IMPROVEMENT PLANS FOR WELD COUNTY ROAD 32 & WELD COUNTY ROAD 7", DATED 3/3/20, AND PREPARED BY NORTHERN ENGINEERING. IT IS ANTICIPATED THAT THE IMPROVEMENTS PRESENTED WITHIN THE REFERENCED PLANS WILL BE CONSTRUCTED PRIOR TO THE IMPROVEMENTS PRESENTED HERE.
 - IMPROVEMENTS BEGINNING AT APPROX FLOWLINE STATION 39+39 TO APPROX FLOWLINE STATION 46+47 ARE CONSIDERED FUTURE IMPROVEMENTS AND ARE NOT PROPOSED TO BE CONSTRUCTED WITH THIS PHASE OF DEVELOPMENT.
 - REMOVE EXISTING STRIPING NECESSARY TO COMPLETE NEW STRIPING.

CENTERLINE LINE TABLE			
LINE	LENGTH	DIRECTION	START (N/E)
L1	637.50	N89° 02' 14.71"E	N 1323231.45, E 3138317.46
L2	204.67	N87° 35' 11.66"E	N 1323244.40, E 3139030.80
L3	223.10	N89° 00' 36.04"E	N 1323255.23, E 3139309.78
L4	199.77	S89° 28' 34.52"E	N 1323259.41, E 3139612.11
L5	1054.17	N88° 52' 05.61"E	N 1323258.04, E 3139898.55

CENTERLINE CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH	START (N/E)
C1	75.97	3000.00	1.45'	N88° 18' 43"E	75.96	N 1323242.16, E 3138954.87
C2	74.53	3000.00	1.42'	S88° 17' 54"W	74.53	N 1323255.23, E 3139309.78
C3	79.26	3000.00	1.51'	S89° 46' 01"W	79.26	N 1323259.41, E 3139612.11
C4	86.68	3000.00	1.66'	N89° 41' 46"E	86.68	N 1323257.58, E 3139811.87



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: _____ Date _____
 Town Engineer

NO.	REVISION	BY	DATE
1	ADAMS AVE (WCR32) INTERSECTION STRIPING	ZMW	11/04/23

RANGE VIEW ESTATES - PHASE I
ADAMS AVE - STRIPING PLAN & INTERIM GRADING PLAN

PREPARED BY OR UNDER THE DIRECT SUPERVISION OF:
REVIEW SET NOT FOR CONSTRUCTION

FOR AND ON BEHALF OF HIGHLAND DEVELOPMENT SERVICES
 DATE: 10/28/20
 SCALE (H): 1"=50'
 SCALE (V): N/A
 DRAWN BY: JTC
 CHECKED BY: JTC
 HDS PROJECT #: 19-1007-00

EXHIBIT B

Additional conditions (Conditional Acceptance – County Road 32 Widening Improvements associated with **Phase 1A and Future Phase**)

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

1. **OPTION 1 (Developer to post replacement LOC with Town).** Developer shall replace Letter of Credit (LOC) No. 33120, dated April 19, 2023, in the amount of \$494,616.36 (having a current expiration date of April 19, 2025) (“Existing County Road 32 Improvements LOC”), with a **new replacement LOC** in the form required by the SIA in the amount of **seventy four thousand one hundred ninety two dollars (\$74,192.00)** (representing 15% of the face amount of the Existing County Road 32 Improvements LOC) and having an expiration date **not earlier than August 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 June 30, 2024. Upon filing of the Warranty LOC, the Town Engineer or designee shall cause the Existing County Road 32 Improvements LOC to be released.

2. **OPTION 2 (Existing LOC to be amended/reduced during Warranty Period).** Alternatively, Developer shall request the Town send a letter to POINTS WEST COMMUNITY BANK requesting an amendment to the Existing County Road 32 Improvements LOC, as follows:
 - Reduce amount of LOC No. 33120 from \$494,616.36 to **\$74,192.00** and expiration date to **August 1, 2026**

(the “AMENDED LOC – Warranty Period”).

If Developer selects OPTION 2, the Developer shall proceed to have POINTS WEST COMMUNITY BANK process the requested amendment and file the AMENDED LOC – Warranty Period with the Town Engineer or designee on or before June 30, 2024.



SENT VIA EMAIL to: Ryan@hillsidecommercialgroup.com

May 29, 2024

Hillside Commercial Group, Inc.
c/o Range View Estates, LLC
Attn: Mr. Ryan Goforth, Construction Manager
6355 Fairgrounds Avenue, Suite 300
Windsor, Colorado 80550

RE: Conditional Acceptance of Range View Estates, County Road 32 Widening Improvements associated with Phase 1A and Future Phase

Dear Mr. Goforth,

This letter is to notify you that the County Road 32 (CR 32) Widening Improvements associated with Phase 1A and Future Phase of the Range View Estates Subdivision have been granted Conditional Acceptance by the Town of Mead Board of Trustees on May 28, 2024, pursuant to the attached Resolution No. 44-R-2024 (the "Conditional Acceptance Resolution"). **Public Right-of-Way (ROW) Landscaping Improvements in Phases 1A and Future Phase are not included in this Conditional Acceptance.**

In April 2024, Town of Mead Staff completed inspections of the referenced public infrastructure improvements. The purpose of these inspections was to confirm completion of construction of those improvements, assess the condition of the improvements installed, and generate a punchlist detailing deficiencies requiring completion. A copy of the punchlist is attached to this letter and incorporated into the Conditional Acceptance Resolution. All punchlist items shall be completed and/or corrected by June 30, 2024, unless otherwise directed by Town Staff.

Please note that, in accordance with the Town of Mead *Design Standards and Construction Specifications*, Section 202.8.A.1.a, the two-year warranty period for the CR 32 Widening Improvements will begin on May 29, 2024. During the two-year warranty period, the developer shall, at developer's own expense, take all actions necessary to maintain the public improvements and make needed repairs or replacements that, in the reasonable opinion of the Town, shall become necessary.



No sooner than sixty (60) days, and at least thirty (30) days, before the end of the two-year warranty period, and during the growing season (May 1 through October 31), the Developer shall request an inspection of the CR 32 Widening Improvements granted conditional acceptance pursuant to the Conditional Acceptance Resolution. Once the CR 32 Widening Improvements are judged by the Town to be in satisfactory condition, the Town shall grant Final Acceptance of the CR 32 Widening Improvements by resolution of the Board of Trustees.

With respect to the collateral reduction contemplated in Section X.A. of 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 ("SIA"), there are two options to accomplish the collateral reduction, outlined below:

OPTION 1

Developer shall replace Letter of Credit (LOC) No. 33120, dated April 19, 2023, in the amount of \$494,616.36 (having a current expiration date of April 19, 2025) ("Existing County Road 32 Improvements LOC"), with a **new replacement LOC** in the form required by the SIA in the amount of **seventy four thousand one hundred ninety two dollars (\$74,192.00)** (representing 15% of the face amount of the Existing County Road 32 Improvements LOC) and having an expiration date **not earlier than August 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 June 30, 2024. Upon filing of the Warranty LOC, the Town Engineer or designee shall cause the Existing County Road 32 Improvements LOC to be released.

OPTION 2

At Developer's request, the Town will send a letter to POINTS WEST COMMUNITY BANK requesting an amendment to the Existing County Road 32 Improvements LOC, as follows:

- Reduce face amount of LOC No. 33120 from \$494,616.36 to **\$74,192.00** and amend expiration date to **August 1, 2026**

(the "AMENDED LOC – Warranty Period").



If Developer selects OPTION 2, the Developer shall proceed to have POINTS WEST COMMUNITY BANK process the requested amendment and file the AMENDED LOC - Warranty Period with the Town Engineer or designee on or before June 30, 2024.

At the time of Final Acceptance, the Warranty LOC (or the AMENDED LOC - Warranty Period, if OPTION 2 is selected) shall be released in accordance with the terms of the SIA and the *Mead Municipal Code*.

Sincerely,

Robyn Brown, P.E.
Deputy Town Engineer

ATTACHMENTS:

Attachment 1 - Range View Estates, County Road 32 Widening Improvements associated with Phase A1 and Future Phase - Punchlist