

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 59-R-2024**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, GRANTING
CONDITIONAL ACCEPTANCE OF THE PUBLIC IMPROVEMENTS
ASSOCIATED WITH THE QUIKTRIP SITE PLAN (MEAD CROSSINGS
AMENDMENT NO. 1, LOT 1, BLOCK 1)**

WHEREAS, QuikTrip Corporation, an Oklahoma corporation, whose address is 4705 S. 129th East Ave, Tulsa, OK 74134 (“Developer”) has caused the completion of certain public improvements benefitting the QuikTrip Site Plan (“Development”), specifically Lot 1, Block 1 of Mead Crossings Amendment No. 1 (collectively, the “Improvements”); and

WHEREAS, the Improvements are identified in that certain Site Plan Agreement dated October 10, 2022, and recorded on January 26, 2023, at Reception No. 4878712 in the Weld County property records and as amended by that certain First Amendment, recorded on August 30, 2023, at Reception no. 4917990 (together, the “SPA”); 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 July 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 SPA.

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 July 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 SPA, 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 29TH DAY OF JULY, 2024.

ATTEST:

TOWN OF MEAD:

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

By: _____
Colleen G. Whitlow, Mayor

Exhibit A

Final Punchlist (for Conditional Acceptance – QuikTrip Site Plan)

(attached)

Exhibit B

Additional conditions (Conditional Acceptance – QuikTrip Site Plan)

1. Developer shall replace Letter of Credit (LOC) No. 20003927 dated September 27, 2022, in the amount of \$972,673.85 (and having a current expiration date of September 27, 2024) (the “Existing LOC”) with one new LOC in the form required by the SPA in the amount of **one hundred sixty-four thousand seven hundred ninety-two and 79/100 dollars (\$164,792.79)** and having an expiration date **not earlier than September 30, 2026** (“Warranty LOC”). The Developer shall file the Warranty LOC with the Town Engineer on or before August 30, 2024. Upon filing of the Warranty LOC, the Town Engineer or designee shall cause the Existing LOC to be released. The Warranty LOC shall be released in accordance with the terms of the SPA and the *Mead Municipal Code*.

2. Alternatively, at Developer’s request, the Town shall request that the **Existing LOC** be reduced as follows: reduce amount of LOC 20003927 from \$972,673.85 to \$164,792.79 and extend final expiration date to **September 30, 2026**,

If this option is selected, the Town’s letter requesting the amendment to the Existing LOC shall be in a form reviewed and approved by the Town Attorney’s Office.