

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 20-R-2024**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, GRANTING
CONDITIONAL ACCEPTANCE OF THE PHASES A1 PUBLIC
INFRASTRUCTURE IMPROVEMENTS
(RED BARN SUBDIVISION – FILING NO. 2 FINAL PLAT)**

WHEREAS, Century Land Holdings LLC, a Colorado limited liability company having a principal office address of 8390 E. Crescent Parkway, Suite 650, Greenwood Village, Colorado 80111 (“Developer”) has caused the completion of certain public improvements benefitting the Red Barn Filing No. 2 Final Plat (“Development”), specifically the public improvements associated with **Phase A1** of the Development (collectively, the “Improvements”); and

WHEREAS, the Improvements are identified in that certain Subdivision Improvement Agreement dated February 8, 2021, and recorded on May 11, 2021, at Reception No. 4713904 in the Weld County property records and assigned to Developer by that certain Assignment dated June 28, 2021 and recorded on July 12, 2021 at Reception No. 4734507 of the Weld County records (together, 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 1, 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 1, 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 26TH DAY OF FEBRUARY, 2024.

ATTEST:

TOWN OF MEAD

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

By: _____
Colleen G. Whitlow, Mayor

Exhibit A

Final Punchlist (for Conditional Acceptance – Filing 2, Phase A1)

(attached – 7 pages)



Project Name: Red Barn
 Contractor: Century Communities

Inspector: Ryan Corbett

Punchwalk Dates: 12/4/23, 1/9/24

Pre-Walk for Conditional Acceptance: 1/22/2024, 1/23/24, 2/9/24

Punch List Items						
No.	Item	Description	Location	Observation Date	Completion Date	Town Sign-Off
1	Concrete	Need to repair cracks in trickle channel	Various- will complete in Spring 2024	12/4/2023		RCC
2	Detention Basin	Ken reviewed/approved			4/20/2023	RCC
3	Manhole/Valves				2/9/2024	RCC
4	Street Lights				1/22/2024	RCC
5	As-Builts	Ken has reviewed- need updated drawings once St V/LTWD sign off		12/18/2023		
6	Storm				1/22/2024	RCC
7	Erosion Control	Need to grade/blanket all tree lawns including the CR13 frontage		1/22/2024		
8	Housekeeping	using later phase for storage				RCC
9	Stockpiles/Grading	Already starting building so excess piles are from houses being constructed				RCC
10	CR 13	Awaiting guardrail and striping				RCC
11	Asphalt	Multiple patches will need re-done when weather permits		1/22/2024		RCC
12	Thermoplastic Symbols				1/22/2024	RCC
13	Inlets				1/22/2024	RCC
14	Mailboxes				1/23/2024	RCC
15	Water (LTWD)	Received 2/13/24			2/13/2024	RCC
16	St. Vrain (Sewer)	Received 2/13/24			2/13/2024	RCC
17	Baugh Ditch				2/9/2024	RCC
18	Signs	Missing stop sign/street signs on Red Barn Ave/Harvest Moon/ CR 32&CR13				
19	Landscaping	Separate Collateral Needs to be in Place- will be completed before Phase A2				

Exhibit B

Additional conditions (Conditional Acceptance – Phase A1)

1. **OPTION 1 (Developer to post replacement LOCs with Town).** Developer shall replace Letters of Credit (LOCs) Nos. 136866186 and 136866207, both dated June 2, 2021, in the amounts of \$5,477,749.46 and \$188,565.50, respectively (and both having current expiration dates of June 2, 2024) (the “Existing Phase A1 Infrastructure and Phase A1 Off-Site Highway 66 Infrastructure LOCs”), with **one new replacement LOC** in the form required by the SIA in the amount of **eight hundred forty-nine thousand, nine hundred forty-seven dollars (\$849,947.00)** (representing 15% of the aggregate face amounts of the Existing Phase A1 Infrastructure and Phase A1 Off-Site Highway 66 Infrastructure LOCs) and having an expiration date **not earlier than July 1, 2026** (the “Warranty LOC”). Additionally, Developer shall submit one new LOC in the amount of **three hundred seventy-nine thousand four hundred eleven dollars (\$379,411.00)** (representing 115% of the estimated cost of “Phase A1 ROW Landscaping Improvements”) (the “ROW Landscaping LOC”). If Developer selects OPTION 1, the Developer shall proceed to have CREDIT AGRICOLE CORPORATE & INVESTMENT BANK file the Warranty LOC and the ROW Landscaping LOC with the Town Engineer on or before March 31, 2024. Upon filing of the Warranty LOC and the ROW Landscaping LOC, the Town Engineer or designee shall cause the Existing Phase A1 Infrastructure and Phase A1 Off-Site Highway 66 Infrastructure LOCs to be released.

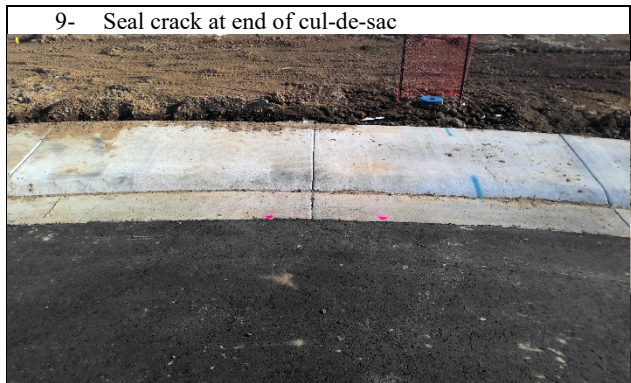
2. **OPTION 2 (Existing LOCs to be amended/reduced during Warranty Period).** Alternatively, Developer shall submit one new LOC in the amount of **three hundred seventy-nine thousand four hundred eleven dollars (\$379,411.00)** (representing 115% of the estimated cost of “Phase A1 ROW Landscaping Improvements”) (the “ROW Landscaping LOC”) and request the Town send a letter to CREDIT AGRICOLE CORPORATE & INVESTMENT BANK requesting an amendment to each of the Existing Phase A1 Infrastructure and Phase A1 Off-Site Highway 66 Infrastructure LOCs, as follows:
 - Reduce amount of LOC No. 136866186 from \$5,477,749.46 to **\$821,662.00** and extend final expiration date to **July 1, 2026**
 - Reduce amount of LOC No. 136866207 from \$188,565.50 to **\$28,285.00** and extend final expiration date to **July 1, 2026**

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

If Developer selects OPTION 2, the Developer shall proceed to have CREDIT AGRICOLE CORPORATE & INVESTMENT BANK process the requested amendments and file the AMENDED LOCs – Warranty Period with the Town Engineer or designee on or before March 31, 2024. In addition, under OPTION 2, the ROW Landscaping LOC must also be filed with the Town Engineer on or before March 31, 2024.



<p>5- R&R inlet on Ranch St east of Heritage Dr</p>  	<p>6- R&R of trickle channel and wall</p>  
<p>7- R&R of trickle Channel</p>  	<p>8- R&R c/g at Ranch St/Red Barn Ave (sw of intersection on Ranch St)</p>  



13- Crack needs replaced on trickle channel- roughly 40' south of harvest moon



14- Sidewalk panel needs replaced- it was removed for street light install



15- C&G missing on Harvest Moon-



16- 2 cracks in ramp need to be sealed at Harvest Moon/Harvest Dr



17- Couple panels in ramp need replaced at Harvest/Orchard



18- 2 panels need replaced on ramp at Harvest Dr/ Sunrise Pl



19- C&G missing on Harvest Dr



20- Trickle Channel parallel to 13, south of the rep



20(a)



20& 20(a) completed



21- Sunrise Place Asphalt



22- Harvest Moon/Red Barn Ave Patch needs to be squared



Exhibit B

Additional conditions (Conditional Acceptance – **Phase A1**)

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