

**TOWN OF MEAD, COLORADO
ORDINANCE NO. 903**

**AN ORDINANCE OF THE TOWN OF MEAD, COLORADO,
CONDITIONALLY APPROVING THE LYONS 66 PACIFIC
COMMERCE PARK LOT 6 - SUGAR MILL SITE PLAN**

WHEREAS, the Town of Mead (“Town”) is authorized pursuant to Title 31, Article 23, C.R.S. and Article IV of Chapter 16 of the *Mead Municipal Code* (“Code”) to regulate development; and

WHEREAS, the applicant, Sugar Mill Antiques and Vintage Depot LLC, a Colorado limited company (the “Applicant”), submitted to the Town a land use application for a site plan designated as the Lyons 66 Pacific Commerce Park Site Plan Lot 6 - Sugar Mill consisting of thirteen (13) sheets (the “Site Plan”), for certain property generally located southeast of the intersection of County Road 66 and Interstate Highway 25, abutting Pacific Circle in the Town of Mead, County of Weld, State of Colorado (the “Property”); and

WHEREAS, the Applicant is the record owner of the Property; and

WHEREAS, the Property is legally described as:

LOT 6, LYONS 66 PACIFIC COMMERCE PARK, TOWN OF MEAD,
COUNTY OF WELD, STATE OF COLORADO,

and consists of approximately 41,382 square feet (.95 acres), more or less; and

WHEREAS, the Applicant desires to develop a new building on the Property, comprising 46,800 square feet, together with certain public improvements on the Property including but not limited to sidewalks, exterior lighting, landscaping, ADA parking, and drainage improvements (the “Public Improvements”); and

WHEREAS, in accordance with Section 16-4-100(b)(8) of the Code, Town Staff has conditionally approved the Site Plan; and

WHEREAS, Section 16-4-100(b)(9) of the Code requires that the final Site Plan be presented to the Board of Trustees for its adoption by ordinance; and

WHEREAS, the Town Board of Trustees has reviewed the Site Plan and Town Staff’s conditional approval of the Site Plan and has determined that the Site Plan satisfies the site plan review criteria set forth in the Code; and

WHEREAS, the administrative record for this case includes, but is not limited to, the Code, the Town of Mead Comprehensive Plan, all other applicable ordinances, resolutions and regulations, the staff report/agenda item summary presented to the Board of Trustees, the site plan application and all other submittals of the Applicant and Owner, the Site Plan, and the recording and minutes of the Board of Trustees meeting at which the Site Plan was considered; and



WHEREAS, the Town Board of Trustees desires to conditionally approve the Site Plan.

NOW THEREFORE, BE IT ORDAINED by the Board of Trustees of the Town of Mead, Weld County, Colorado, that:

Section 1. Recitals incorporated. The foregoing recitals are incorporated herein as findings of the Board of Trustees.

Section 2. Site Plan Approval. The Site Plan is approved subject to the following conditions:

a. The Applicant will submit all post-approval documents required by Section 16-4-100 of the Code prior to the issuance of a building permit.

b. The Applicant shall resolve and correct any technical issues as directed by Town Staff prior to signature of Town officials on the Site Plan.

c. The Applicant shall pay all fees and cost incurred by the Town and its consultants in reviewing and processing the Site Plan application.

d. All Public Improvements will be constructed in accordance with applicable Town standards prior to issuance of a Certificate of Occupancy.

e. The Applicant shall execute the Town's standard form of site plan agreement ("SPA") in a form approved by the Town Attorney to assure the construction of the Public Improvements.

Section 3. The Mayor is hereby authorized to sign the Site Plan on behalf of the Town, and the Town Clerk is hereby authorized to attest the signature of the Mayor on the Site Plan.

Section 4. The Town Manager is hereby authorized to sign the SPA on behalf of the Town and the Town Clerk is hereby authorized to attest the signature of the Town Manager on the SPA, following review and approval of the SPA by the Town Attorney.

Section 5. Effective Date. This ordinance shall be published and become effective as provided by law.

Section 6. Severability. If any part, section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of the ordinance. The Board of Trustees hereby declares that it would have passed the ordinance including each part, section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more part, section, subsection, sentence, clause or phrase is declared invalid.


Section 7. Repealer. All ordinances or resolutions, or parts thereof, in conflict with this ordinance are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such ordinance nor revive any ordinance thereby.

Section 8. Certification. The Town Clerk shall certify to the passage of this ordinance and make not less than one copy of the ordinance available for inspection by the public during regular business hours.

INTRODUCED, READ, PASSED, AND ADOPTED THIS 8TH DAY OF JULY, 2019.

ATTEST:

By: 
Mary E. Strutt, Town Clerk



TOWN OF MEAD:

By: 
Colleen G. Whitlow, Mayor

**SUGAR MILL ANTIQUES AND VINTAGE DEPOT
SITE PLAN AGREEMENT**

This Site Plan Agreement (“Agreement”) is made and entered into by and between the Town of Mead, Colorado, a Colorado municipal corporation whose address is 441 Third Street, Mead, Colorado 80542 (the “Town”), and Sugar Mill Antiques and Vintage Depot, LLC, a Limited Liability Corporation with offices at 13788 Pacific Circle, Mead CO 80542 (the “Developer”). The Developer and the Town are each referred to individually as a “Party” or together as the “Parties.” This Agreement shall be effective as of the date of mutual execution hereof by the Parties (“Effective Date”).

RECITALS

WHEREAS, Section 16-4-100(b)(10)(h) of the Mead Municipal Code provides that Town staff may require developer to enter into a site plan agreement with the Town concerning public improvements related to development; and

WHEREAS, Developer has submitted a site plan (“Site Plan”) for development of the property more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference (the “Development”), which the Town Planning Commission and Board of Trustees have reviewed and approved; and

WHEREAS, the Town and the Developer agree that the public improvements detailed and attached hereto and incorporated herein as **Exhibit B**, the Schedule of Improvements (the “Public Improvements”) are directly related to and generated by the Development and that no taking thereby will occur requiring any compensation.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the Parties hereto promise, covenant, and agree as follows:

1. GENERAL CONDITIONS.

- 1.1 Developer Obligations. Developer is responsible for performance of the covenants set forth herein. Developer agrees to construct, build, install and develop the Public Improvements, as provided in **Exhibit B**, and any other improvements constructed in relation to the Development in accordance with the approved Site Plan in complete conformance with the plans and specifications accepted in writing by the Town or by the utility providing the service, and in full conformity with the Town’s construction specifications applicable at the time of construction.
- 1.2 Incorporation by Reference. All plans, special provisions, proposals, specifications and contracts for the Public Improvements shall be and hereby are made a part of this Agreement by reference as fully as if set out herein in full.
- 1.3 Conditional Acceptance of Constructed Improvements. The Developer may request in writing, the inspection and conditional acceptance of Public Improvements by the Town, when all Public Improvements within the Development, or within a phase of the Development, are completed.

- 1.4 Final Acceptance. At least thirty (30) days before two (2) years have elapsed from the issuance of conditional acceptance, or as soon thereafter as weather permits, Developer shall request a final acceptance inspection. If the Public Improvements completed by developer are satisfactory, the Town shall grant final acceptance of the Public Improvements by resolution of the Board of Trustees.

- 1.5 Guaranty Period, Maintenance, Repair and Replacement of Public Improvements. For a two (2) year period from the date of conditional acceptance of any Public Improvements, Developer shall at its 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.

- 1.6 Improvement Guaranty.
 - (a) Developer shall submit to the Town an improvement guaranty in the amount of one hundred fifteen percent (115 %) of the total estimated cost, including labor and materials, of all Public Improvements. The guaranty shall be a draw-down irrevocable letter of credit in form and substance as shown on **Exhibit C** attached hereto and incorporated herein by reference. The guaranty shall be drawn on a bank or financial institution with a local, Colorado office at which the letter of credit may be presented for payment. The guaranty shall not expire during the winter-spring season (November 1 - May 1).

 - (b) The amount of the guaranty shall be one hundred fifteen percent (115%) of the total estimated cost, including labor and materials, of the Public Improvements.

 - (c) If Developer has not submitted or fails to maintain the improvement guaranty, then Developer is in default of this Agreement and is subject to the provisions of Section 10.1 of this Agreement, and the suspension of development activities by the Town including, but not limited to, the issuance of building permits and certificates of occupancy.

 - (d) The Town may draw on the improvement guaranty and either hold such funds as security for performance of this Agreement, or spend such funds to construct or complete the Public Improvements, or correct deficiencies in the Public Improvements, as the Town deems appropriate, in any of the following instances:
 - (1) If an improvement guaranty is to expire within (thirty) 30 calendar days and the Developer has not yet provided a satisfactory replacement; or
 - (2) If the Developer fails or refuses to construct the Public Improvements, or fails or refuses to finish the construction of the Public Improvements.

(e) If the improvement guaranty expires or the entity issuing the improvement guaranty becomes non-qualifying, then the Town shall furnish written notice to the Developer of the condition, and within thirty (30) days of receipt of such notice the Developer shall give the Town a substituted qualifying improvement guaranty, or augment the deficient security as necessary to bring the security into compliance with the requirements of this Section 1.6. If the Developer refuses or fails to give the Town a substituted qualifying improvement guaranty, or augment the deficient security, the Town may draw on the improvement guaranty and either hold such funds as security for performance of this Agreement, or spend such funds to construct or finish the Public Improvements, or correct deficiencies in the Public Improvements, or it may withhold building permits and certificates of occupancy within the Development, as the Town deems appropriate.

1.7 Insurance. Developer shall, through contract requirements and other normal means, guarantee and furnish to the Town proof that all employees, contractors, sub-contractors, and engineers engaged in the design and construction of the Public Improvements are covered by adequate Workers Compensation Insurance and general liability insurance (and professional liability insurance for engineers and designers). Failure to provide proof of insurance may result in the suspension of development activities by the Town, including but not limited to, the issuance of building permits and certificates of occupancy.

1.8 OSHA Compliance. Developer shall, through contract requirements and other normal means, guarantee and furnish to the Town proof that all employees and contractors engaged in the construction of the Public Improvements are required to comply with all provisions of the Federal Occupational Safety and Health Act (OSHA).

1.9 Term. This Agreement shall be effective as of the Effective Date, and shall continue until conditions in Section 9.17 below are satisfied.

2. CONSTRUCTION OF IMPROVEMENTS.

2.1 Improvements to be Constructed. Developer shall furnish, install, and construct, at its own expense, the Public Improvements, in conformance with the Site Plan and construction plans, specifications and drawings accepted by the Town.

2.2 Off-site and On-site Rights-of-way, Easements, Licenses and Permits.

(a) For full development of the Property to occur, the Developer may need to acquire certain off-site and on-site rights-of-way, easements, licenses and permits for the construction of off-site and on-site improvements, as identified in **Exhibit B** and the Site Plan. Developer will convey same to the Town or other appropriate public entity or utility. All acquisition costs of off-site and on-site rights-of-way, easements, licenses and permits necessary to serve the Development shall be the Developer's sole

responsibility.

- (b) All such conveyances shall be free and clear of liens, taxes and encumbrances and shall be by Warranty Deed in form and substance acceptable to the Town Attorney. The Town at the Developer's expense shall record all title documents. The Developer shall also furnish, at its own expense, an ALTA title policy for all interest(s) so conveyed, subject to approval by the Town Attorney.

2.3 Nuisance.

- (a) Developer agrees to prevent the existence of any nuisances in connection with the Development, including but not limited to trash, debris, and wind or water erosion. If Developer does not abate nuisances occurring in connection with the Development, or if an emergency exists, to be determined by the Town in its sole discretion, the Town may abate the same at Developer's expense.
- (b) Developer agrees to take any all steps necessary to prevent the transfer of mud or debris as a result of construction in the Development onto public rights-of-way and to immediately remove such mud and debris from public rights-of-way. If Developer does not abate such mud or debris, or if an emergency exists, to be determined by the Town in its sole discretion, the Town may abate the same at Developer's expense.

2.4 State Storm Water Discharge Permit Required. Developer shall obtain a CDPS General Permit for Storm Water Discharges Associated with Construction Activity and any other permits and/or licenses required during construction.

2.5 Operations of Construction Equipment.

- (a) Developer shall prohibit the operation of construction equipment outside an enclosed structure between the hours of 8:00 p.m. and the hour of 7:00 a.m. on weekdays, or the hour of 8:00 a.m. on legal holidays and weekends. The Town Engineer may, upon written application, alter the hours of operation for good cause.
- (b) The operation of construction equipment for grading or constructing either surface improvements or underground utilities, either public or private, shall be prohibited between the hours of 8:00 p.m. and 7:00 a.m. on weekdays and 4:00 p.m. and 8:00 a.m. on legal holidays and weekends. Upon written request, the Town Engineer may alter the hours of operations.

- 3. WATER IMPROVEMENTS. The Town does not warrant the availability of water service to the Developer for any phase of development. Developer shall install at his sole cost and expense, all of the water mains and infrastructure necessary to provide water service to the Development pursuant to approved plans and specification from the appropriate water provider.

4. SANITARY SEWER SERVICES. The Town does not provide sanitary sewer service. The Developer is responsible for either inclusion of the Development into the St. Vrain Sanitation District (“SVSD”) or Town approval of individual sewage disposal systems to serve the Development. A determination of sanitary sewer service availability by SVSD shall be made by a system analysis at the time the Developer requests sanitary sewer taps.
 - 4.1 Developer shall install at Developer’s sole cost and expense, all the sewer mains, trunk lines, pumping facilities and appurtenances necessary to provide service from the SVSD system to the Development, including both on-site and off-site improvements, pursuant to SVSD approved plans and specifications, and as described in **Exhibit B**. These extensions may include the oversizing of lines and pumping facilities for future development of adjacent property.
 - 4.2 Developer shall install at Developer’s sole cost and expense all sewer lines and appurtenances within the Development. Sewer lines lying within the dedicated right-of-way shall be dedicated to SVSD after construction pursuant to Section 2.2 of this Agreement.
 - 4.3 Sanitary sewer connection and plant investment fees shall be remitted to SVSD as required. The Town shall require proof of purchase of sanitary sewer taps for the Development before any Certificate of Occupancy is issued.
5. DRAINAGE IMPROVEMENTS. Developer shall construct drainage improvements for the Development in accordance with **Exhibit B** and with the drainage plan and the plans and construction specifications accepted by the Town.
6. FIRE PROTECTION FACILITIES. The Developer is solely responsible for installing all fire hydrants and other fire protection facilities for the Development as may be required by the Mountain View Fire Protection District.
7. OVERLOT GRADING OF PROPERTY. Developer shall initiate no over-lot grading until the Town issues written acceptance of utility and drainage plans. The Developer shall provide temporary erosion control during over-lot grading until drainage improvements are completed.
8. SPECIAL PROVISIONS. Any special provisions applicable to the Development are attached hereto and incorporated herein as **Exhibit D**.
9. MISCELLANEOUS TERMS.
 - 9.1 Breach of Agreement: Default. In the event that the Developer should fail to timely comply with any of the terms, conditions, covenants and undertakings of this Agreement, the Town in its sole discretion may declare the Developer in default and after giving thirty (30) days written notice, may call the security provided in Section 1 of this Agreement and exercise all other remedies available to the Town. The Town may withhold any additional building permits, certificates of occupancy, or provision of new utilities, fixtures or services until the completion of the Public Improvements. Any cost incurred

by the Town including, but not limited to, administrative costs and reasonable attorneys' fees, in pursuit of any remedies due to the breach by the Developer, and any costs of construction or maintenance work performed by the Town, shall be paid by the Developer. The Town may deduct these costs from the improvement guaranty provided pursuant to this Agreement. As an alternative, the Town may certify these costs, including interest from the date of default, for collection as a prior, perpetual lien upon each lot or parcel of land within the development from the due date thereof, until paid. Failure to timely complete construction of the Public Improvements which failure is solely due to inclement weather, acts of God, material shortages, labor strikes, and other matters not within the Developer's control shall not be considered a breach of the Agreement.

- 9.2 Reimbursement to Town. The Town may construct, or complete the construction, repairs, replacements, or other work for Developer with funds other than the improvement guaranty provided pursuant to this Agreement, in which event the Developer shall reimburse the Town within thirty (30) days after receipt of written demand and supporting documentation from the Town. If Developer fails to reimburse the Town, then Developer shall be in default of the Agreement and the Town may exercise its rights under this Agreement and any remedies available hereunder and at law.

- 9.3 Payment of Review and Other Expenses by the Developer. In the event that the Town incurs expenses for the review of the Developer's site plan greater than the monies collected from the Developer in the form of land use fees and cash deposits, the Developer shall reimburse the Town for the additional expenses. In the event that the cash deposit drops below one half of the required deposit, the Developer shall replenish the cash deposit to its full amount. Said reimbursement and/or replenishment shall be made within ten (10) days of the Town submitting an invoice for the expenses, or a demand for the replenishment of the cash deposit. Failure by the Developer to pay within the specified time shall be cause for the Town to cease processing the application, or deny the Developer the right to appear before Planning Commission or the Board of Trustees, or deny approval of the application, or withhold the issuance of building permits or certificates of occupancy.

- 9.4 Collection of Fees and Costs. If the Developer fails to pay the fees required herein when due, the Town may take those steps necessary and authorized by law to collect the fees due, including but not limited to, filing a lien against the Developer's property. The Town shall also be entitled to all court costs and attorneys' fees, other costs incurred in collection and interest on the amount due at the rate of eighteen percent (18%) per annum.

- 9.5 Indemnification and Release of Liability.
 - (a) General Liability. Developer agrees to indemnify and hold harmless the Town, its officers, employees, agents, and servants, and to pay any judgments rendered against said persons because of any suit, action or claim caused by, arising from, or due to acts or omissions by the

Developer, its officers, employees, agents, consultants, contractors, and subcontractors, and to pay to the Town and said persons their reasonable expenses, including but not limited to, reasonable attorneys' fees and reasonable expert witness fees, incurred in defending any such suit, action or claim; provided, however, that Developer's obligation herein shall not apply to the extent said suit, action or claim results from any acts or omissions of officers, employees, agents or servants of the Town or conformance with requirements imposed by the Town. Said obligation of Developer shall be limited to suits, actions or claims based upon conduct before final acceptance by the Town of the construction work. Developer acknowledges that the Town's review and acceptance of plans for development of the property is done in furtherance of the general public's health, safety and welfare and that no immunity is waived and that no specific relationship with, or duty of care to, the Developer or third party is assumed by such review or acceptance.

- (b) Drainage Liability. The Developer shall indemnify and hold harmless the Town for any liability the latter may have due to any change in the nature, direction, quantity, or quality of historical drainage flow resulting from the Development or from the construction of any improvements therein.

- 9.6 Governmental Immunities Act. The Town is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any rights, immunities and protection provided by the Colorado Governmental Immunities Act (C.R.S. §24-10-101, et seq.) as may be amended from time to time, or otherwise available to the Town, its officers, agents, employees, attorneys, engineers, planners, indemnifiers and insurers.

- 9.7 Recording of Agreement. This Agreement shall be recorded with the Weld County Clerk and Recorder and shall be a covenant running with the land herein described in order to put prospective purchasers or other interested parties on notice as to the terms and provisions hereof. The Developer shall file an amendment to the final plat, to note on said plat as a plat note the existence of the Agreement and its attached exhibits by reference to its reception number as recorded by the Weld County Clerk and Recorder. All recording fees shall be paid by the Developer.

- 9.8 Binding Effect of Agreement. This Agreement shall run with the land included within the Development and shall insure to the benefit of and be binding upon the successors and assigns of the Parties hereto.

- 9.9 Assignment, Delegation and Notice. Developer and any of Developer's successors shall, until written Town acceptance of any assignment and assumption of this Agreement, be jointly and severally liable for the obligations of the Developer under this Agreement. Town acceptance of the proposed assignment and assumption shall be withheld until all reimbursement to the Town have been made for obligations incurred by the Town in connection with the Development.

- 9.10 Modification and Waiver. No modification of the terms of this Agreement shall be valid unless both Parties mutually agree in writing to such modification, and no waiver of the breach of the provisions of any section of this Agreement shall be construed as a waiver of any subsequent breach of the same section or any other sections contained herein.
- 9.11 Addresses for Notice. Any notice or communication required or permitted hereunder shall be given in writing and personally delivered, or sent by United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:
- If to the Town:
Town of Mead
c/o Town Manager
P.O. Box 626
Mead, Colorado 80542
- With copy to:
Michow Cox & McAskin LLP
Attn: Town of Mead Town Attorney
6530 South Yosemite Street, Suite 200
Greenwood Village, Colorado 80111
- If to Developer:
- Sugar Mill Antique and Vintage Depot LLC
PO Box 84
Mead, CO 80542
- 9.12 Force Majeure. Whenever an agreed upon deadline requires Developer to complete construction, maintenance, repair or replacement of improvements, said deadline shall be extended for a reasonable time if the performance cannot as a practical matter be completed in a timely manner due to acts of God or other circumstances constituting force majeure or beyond the reasonable control of Developer.
- 9.13 Acceptance. Whenever acceptance of a matter is required or requested of the Town pursuant to any provision(s) of this Agreement, the Town shall act reasonably in responding to such matter. All acceptances shall be in writing and signed by the appropriate Town official.
- 9.14 Previous Agreements. All previous written and recorded agreements between the Parties, their successors and assigns, including but not limited to any annexation agreement, shall remain in full force and effect and shall control the Development. If any prior agreement conflict with this Agreement, then this Agreement controls.
- 9.15 Title and Authority. Developer warrants to the Town that it is the record owner for the property within the Development or is acting in accordance with the currently valid and unrevoked power of attorney of the record owner (any applicable power



of attorney attached hereto). The undersigned further warrant to have full power and authority to enter into this Agreement.


- 9.16 Severability. This Agreement is to be governed and construed according to the laws of the State of Colorado, with venue in the District Court for Weld County. In the event that upon request of Developer or any agent thereof, any provision of the Agreement is held to be a violation of municipal, state, or federal laws and rendered unenforceable, the Town, in its sole discretion, may determine whether the remaining provisions will or will not remain in force.
- 9.17 Agreement Status After Final Acceptance. Upon final acceptance pursuant to Section 1 of this Agreement by Town of all Public Improvements and compliance by Developer with all terms and conditions of this Agreement, and if no litigation or claim is pending relating to this Agreement, this Agreement shall no longer be in effect. Upon Developer's written request, the Town agrees to record a notice in the Weld County property records confirming the termination of this Agreement.
- 9.18 Original Counterparts. This Agreement may be executed in counterparts, each of which will be an original, but all of which together shall constitute one and the same instrument.

[Remainder of page left intentionally blank.]



THIS AGREEMENT is executed and made effective as provided above.

TOWN OF MEAD, COLORADO

By: 

Date of execution: ~~September 4~~ ^{September 5}, 2019

ATTEST:


Town Clerk



APPROVED AS TO FORM (excluding exhibits):


Town Attorney

[Town signature page.]

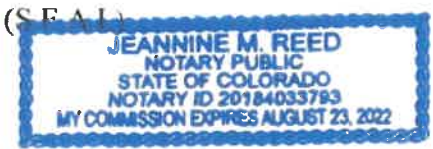
Sugar Mill Antiques and Vintage Depot:

By: [Signature]
Printed Name: Sarah Morgan
Title: Owner
Date of execution: July 24, 2019

STATE OF COLORADO)
) ss.
COUNTY OF Weld)

The foregoing Agreement for Professional Services was subscribed, sworn to and acknowledged before me this 24th day of July, 2019, by Sarah Morgan as Owner of Sugar Mill Antiques and Vintage Depot a Retail Business

My commission expires: 8/23/2022



[Signature]
Notary Public

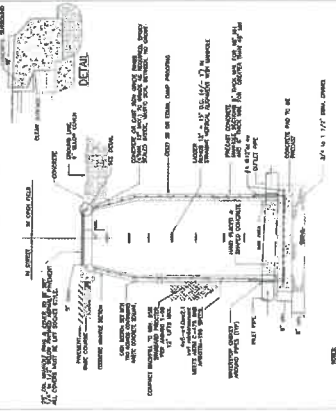
[Developer signature page.]

EXHIBIT A

**SUGAR MILL ANTIQUES AND VINTAGE DEPOT
SITE PLAN**



ST. VRAIN SANITATION DISTRICT MONITORING MANHOLE ASTM C-478

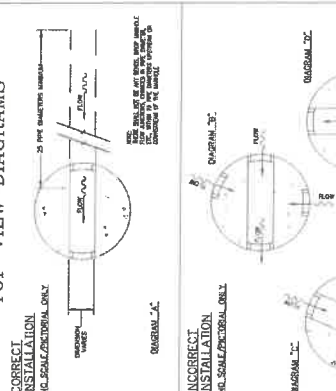


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REVISION: 1/2017

ST. VRAIN SANITATION DISTRICT MONITORING MANHOLE DETAIL TOP VIEW DIAGRAMS



- NOTES:
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REVISION: 1/2017

ST. VRAIN SANITATION DISTRICT APPENDIX B GENERAL CONSTRUCTION NOTES

1. District shall refer to this as "Weld Sanitation District".
2. All work shall be done in accordance with the specifications of the District.
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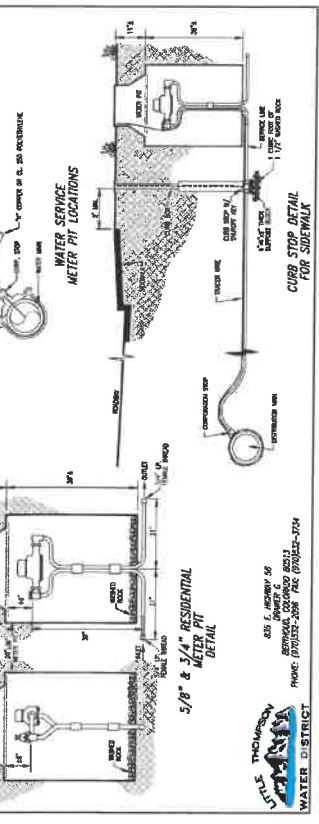
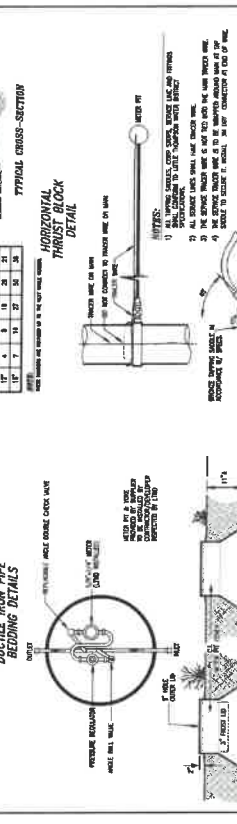
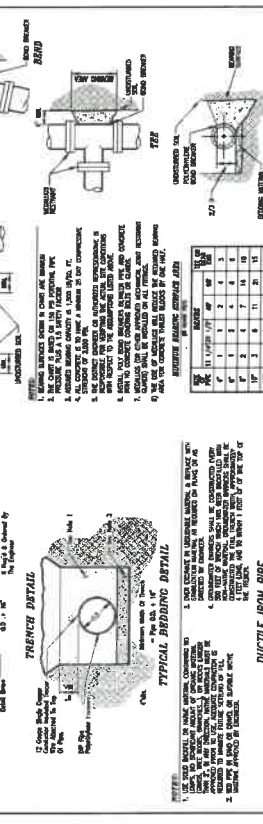
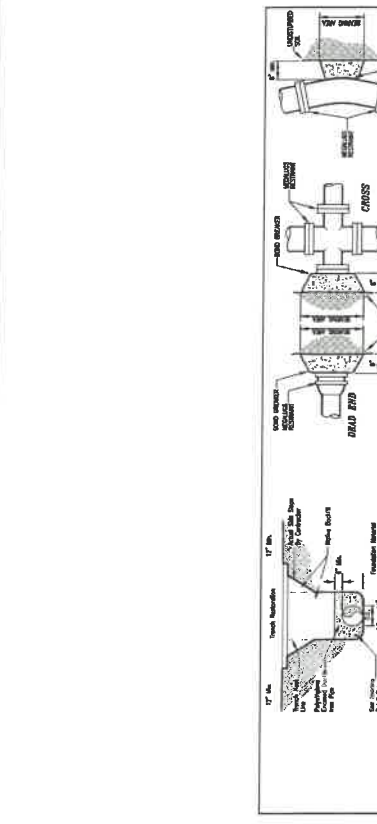
REVISION: 1/2017

DATE:	06/28/19
DESIGNER:	JMR
DRAWER:	CD
CHECKED BY:	TWC
APPROVED BY:	TWC

PROJECT: SUGAR MILL - LOT 6 LYONS 66 PACIFIC COMMERCE PARK
 SITE PLAN
 DETAIL SHEET 1
 1818 PACIFIC CIRCLE
 LOCATED BY THE NAME OF SECTION 36 T1N, R6W, E17N P.4, TOWN OF HAWK, COUNTY OF COLORADO

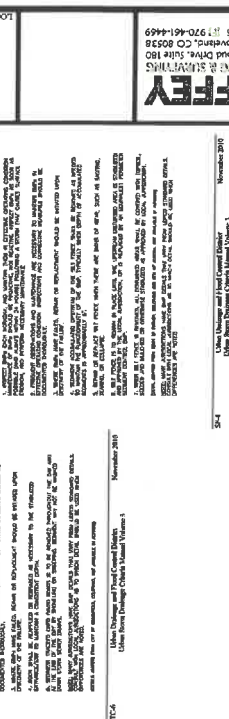
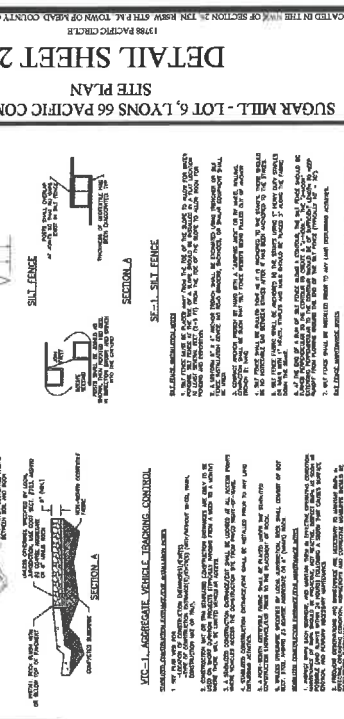
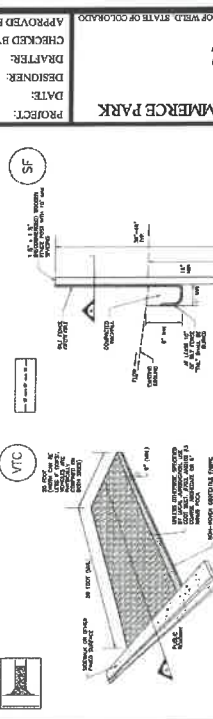
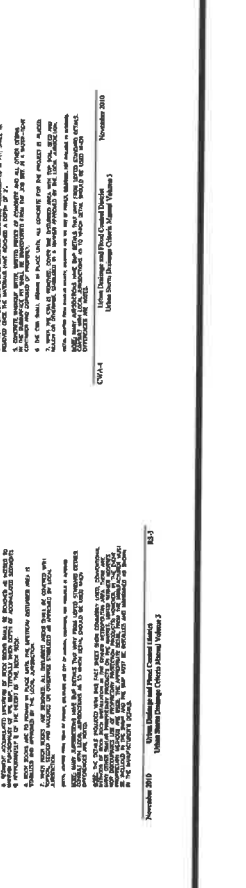
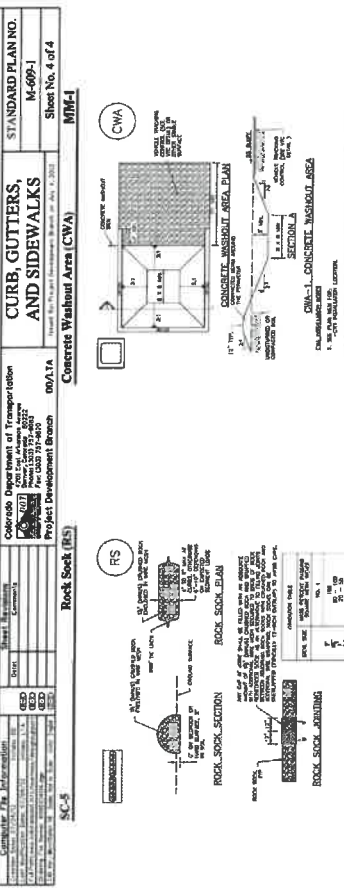
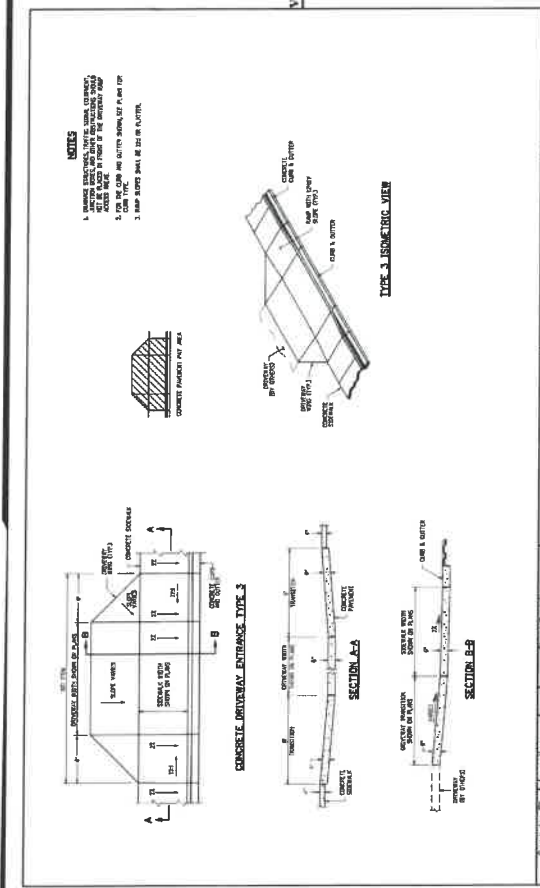
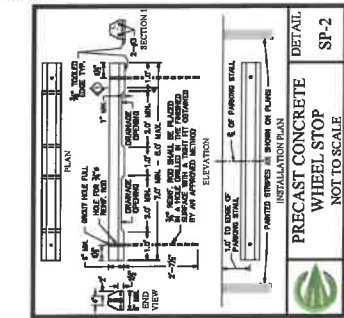
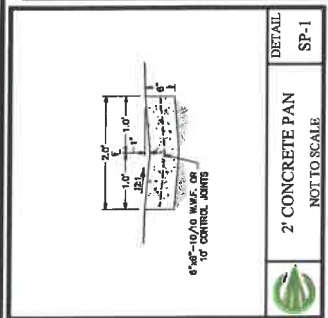
COFFEY
 ENGINEERS & ARCHITECTS
 4055 N. Central Expressway, Suite 180
 Denver, CO 80238
 303.752.2095 | 970.401.4493

DATE: 06/28/19
 SHEET NO.: C-7
 OF 12



TOWN OF MEAD APPROVAL
 I HEREBY APPROVE THIS PROJECT AND THE INFORMATION CONTAINED HEREIN.
 APPROVED BY: _____
 DATE: _____

STILES THOMPSON
 453 E. JACKSON ST.
 DENVER, CO 80202
 PHONE: (303)252-2099 FAX: (303)252-7074



NO.	REVISION	DATE
06/28/19		
TWC		
TWC		

PROJECT: SUGAR MILL - LOT 6, LYONS 66 PACIFIC COMMERCE PARK
 DATE: 06/28/19
 DESIGNER: JMR
 DRAFTER: CJD
 CHECKED BY: TWC
 APPROVED BY: TWC

LOCATED IN THE 1/4 SECTION 24, T17N R6W Q17E PL.4 TOWN OF LYONS, COUNTY OF WELD, STATE OF COLORADO
 1788 PACIFIC CIR. B
DETAIL SHEET 2
 SITE PLAN

SUGAR MILL - LOT 6, LYONS 66 PACIFIC COMMERCE PARK
 PROJECT: SUGAR MILL - LOT 6, LYONS 66 PACIFIC COMMERCE PARK
 DATE: 06/28/19
 DESIGNER: JMR
 DRAFTER: CJD
 CHECKED BY: TWC
 APPROVED BY: TWC

COFFEY
 ENGINEERING & SURVEYING
 4045 S. CHERRY STREET, SUITE 103
 FORT COLLINS, CO 80528
 P: 970-461-4469

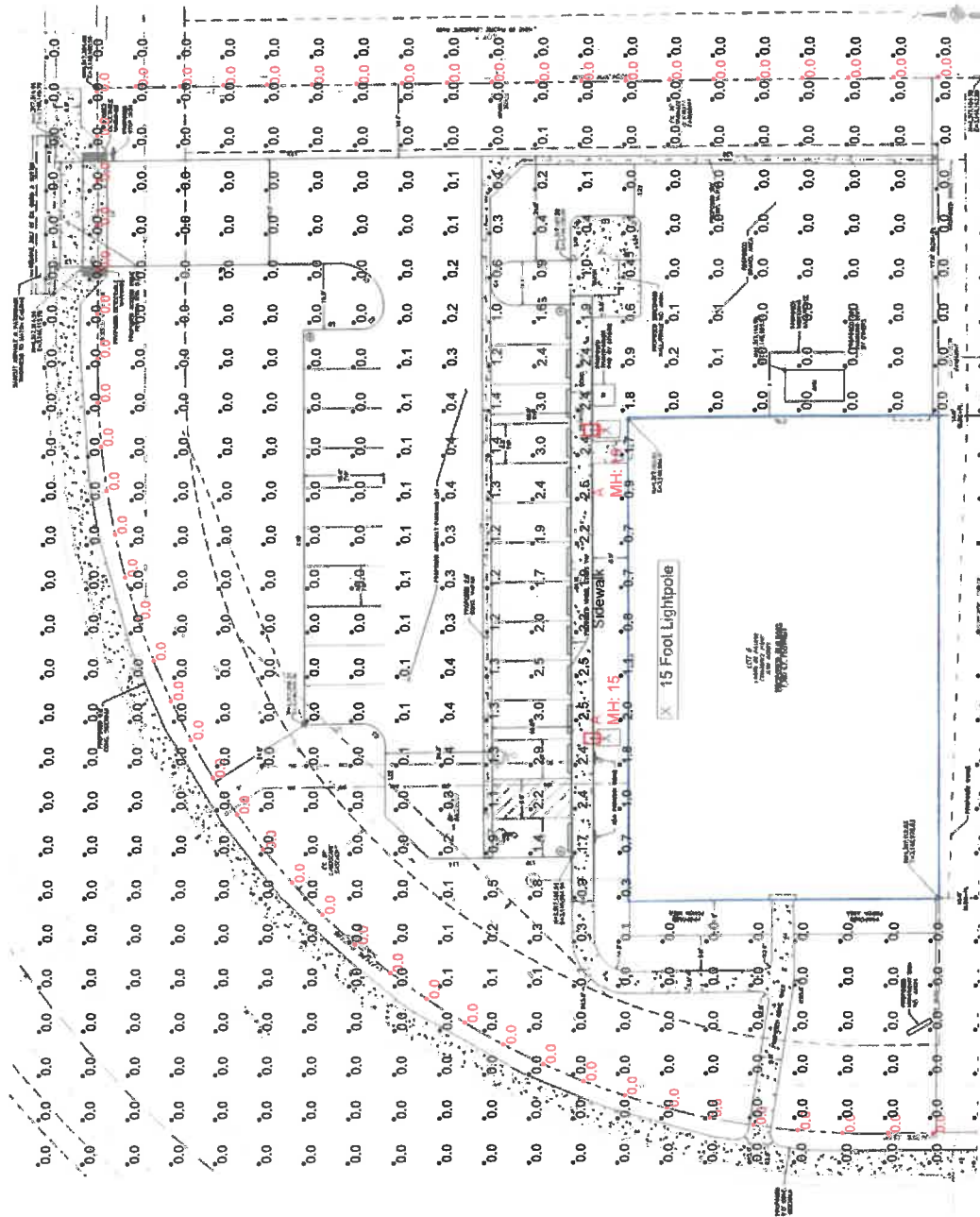
DWG. NO.: C-8
 SHEET NO.: 8 OF 12

ILLUMINATION SYSTEMS
 5 SOUTH KALAMATH STREET
 DENVER, CO 80223
 PHONE: 303.555.8370
 FAX: 303.555.8371
 WWW.ILLUMSYS.COM

SUGAR MILL
 LIGHTING LAYOUT

DATE: 09/12/19
 PHOTOMETRICS ARE NOT TO SCALE
 DRAWINGS ARE FOR ESTIMATING
 PURPOSES ONLY.
 FOOT CANDLE VALUES ARE
 PROPOSED UNLESS SPECIFIED
 OTHERWISE. ACTUAL
 FOOT-CANDLES MAY VARY.
 FINAL CONSTRUCTION DRAWINGS
 & CALCULATIONS ARE THE
 RESPONSIBILITY OF A LICENSED
 ARCHITECT OR ENGINEER.
REFERENCES:
 IESNA DIRECT CALCULATIONS ONLY.
 MOUNTING HEIGHT:
 15' - 0" A.F.C.
 CALCULATION SPACING:
 10' 0" x 10' 0"
 FOOT-CANDLE CALC-HIGHT:
 0' 0" A.F.C.
ADDITIONAL NOTES:
 ALL WIRE SYMBOLS MAGNIFIED
 2 TIMES.

CREATED BY:
 MATTHEW RAY
 IESNA PRACTICE AND
 AVAILABILITY: CONTACT
 ILLUMINATION SYSTEMS
DBO: 1

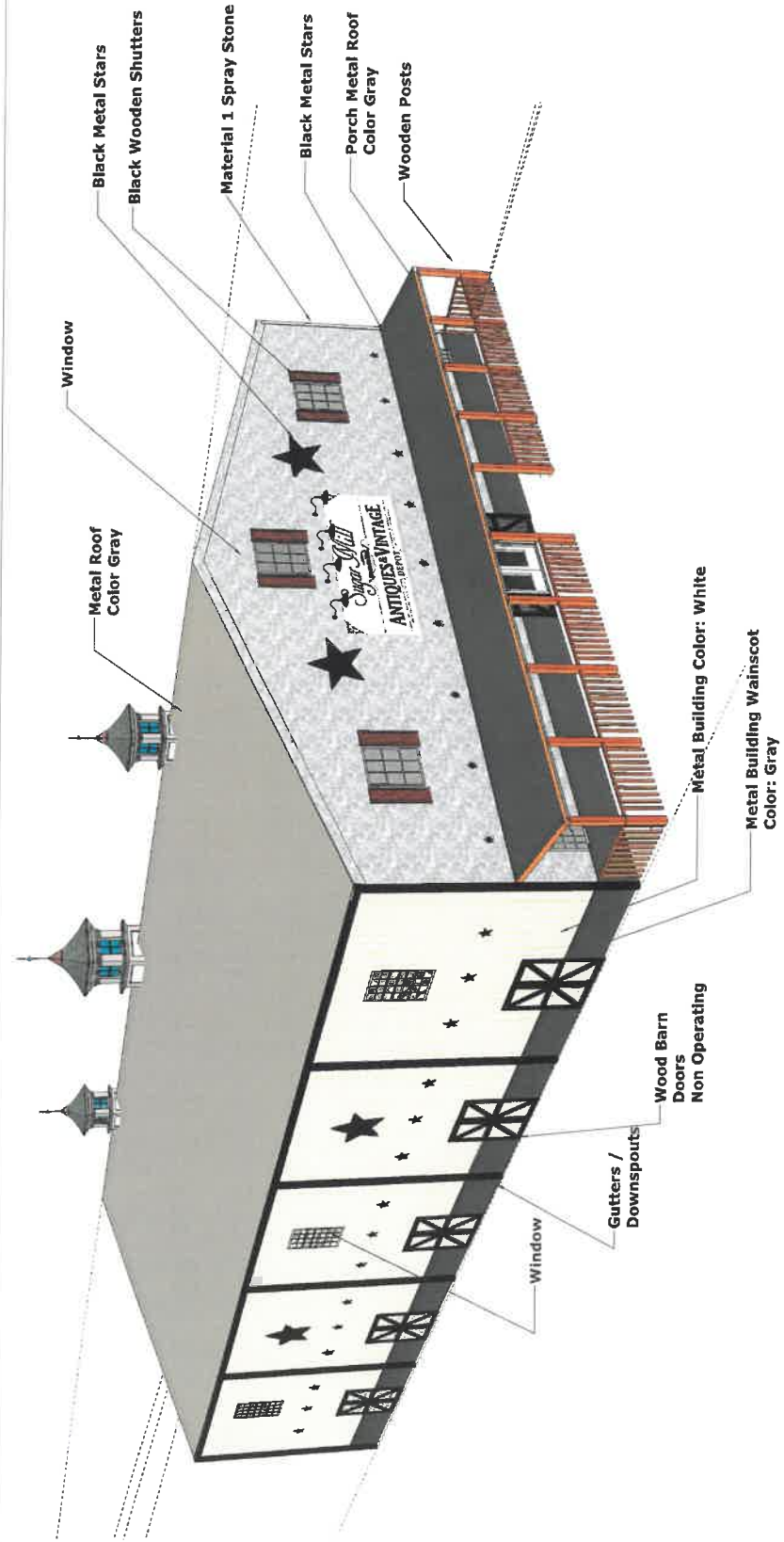


Calculation Summary

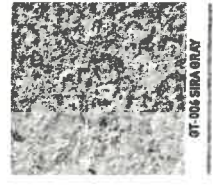
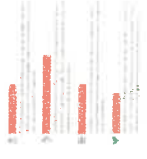
Label	Calc Type	Units	Avg	Max	Min	Avg/Min	Max/Min
Property Line	Illuminance	Fc	0.00	0.0	0.0	N.A.	N.A.
Site	Illuminance	Fc	0.20	3.0	0.0	N.A.	N.A.
Sidewalk	Illuminance	Fc	2.16	2.5	0.9	2.40	2.78

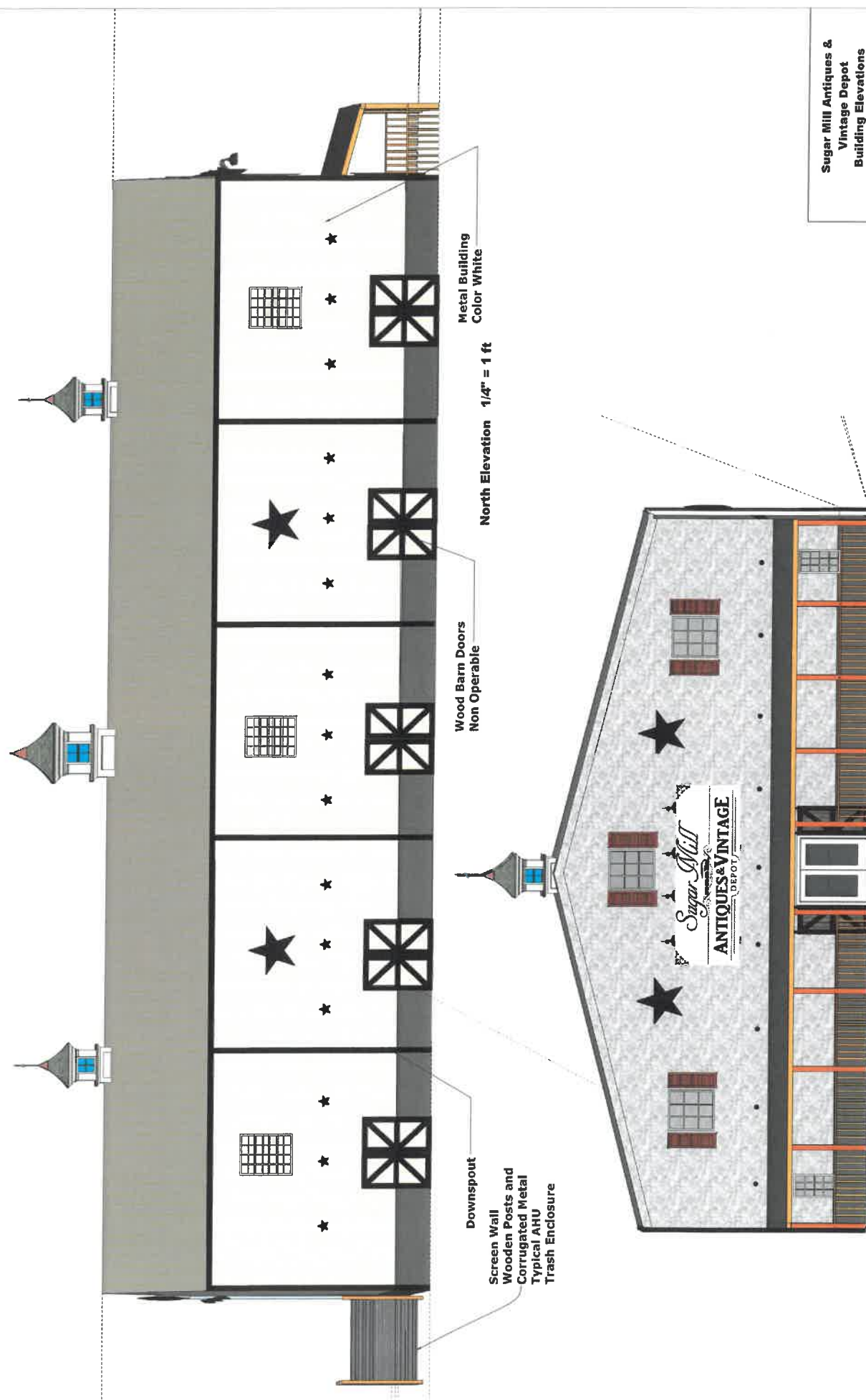
Luminaire Schedule

Symbol	Qty	Label	Lum. Watts	Lum. Lumens	LLF	Catalog
□	2	A	59	6377	0.900	GLEON-AF-01-LED-E1-TS-X-X-X



Material 1
 Spray Stone
 Additional Info Attached Separately





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Metal Building
Color White

North Elevation 1/4" = 1 ft

Wood Barn Doors
Non Operable

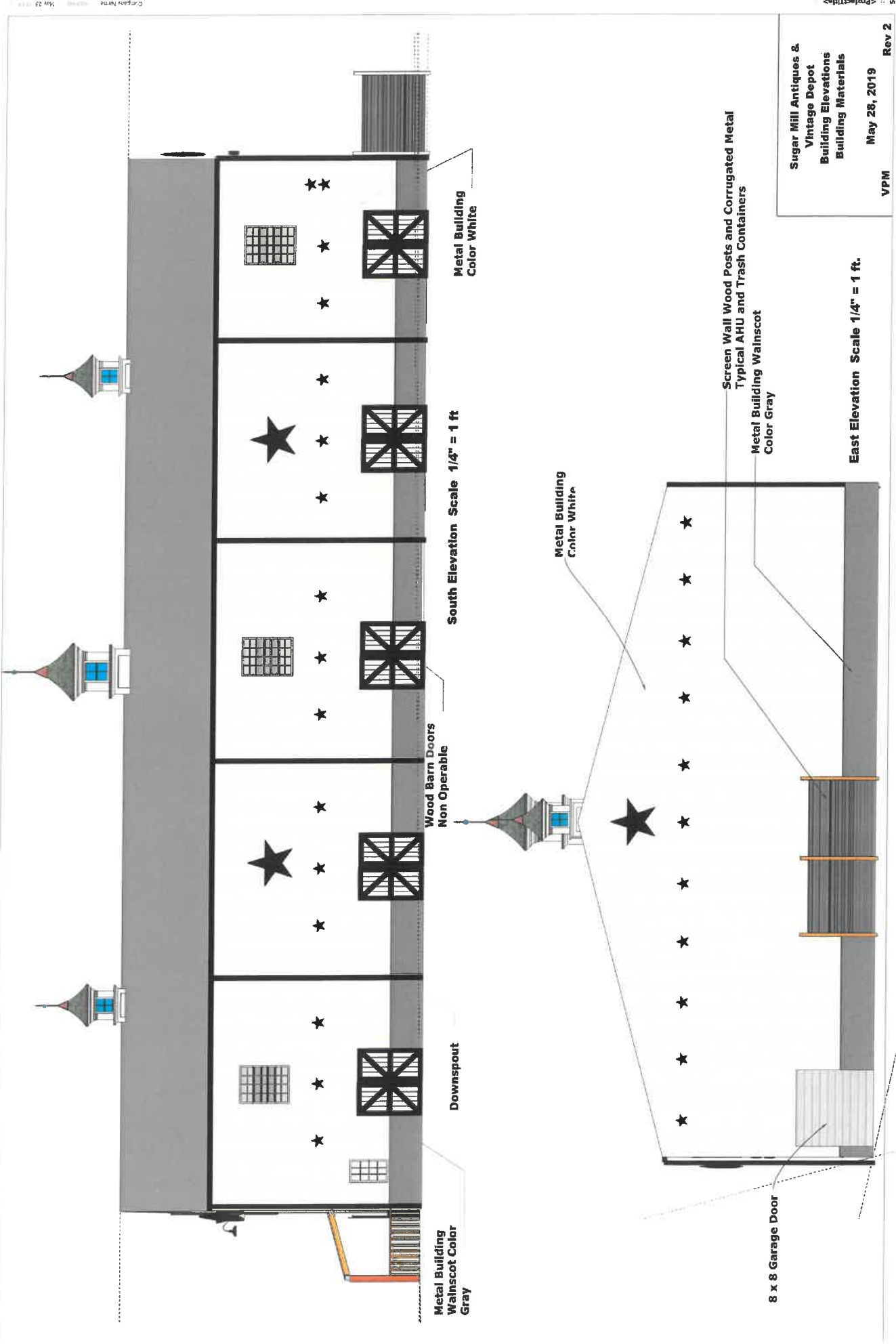
Downspout
Screen Wall
Wooden Posts and
Corrugated Metal
Typical AHU
Trash Enclosure

West Elevation 1/4" = 1 ft

Sugar Mill Antiques &
Vintage Depot
Building Elevations
Building Materials

VPM

May 28, 2019
Rev 2



Project: <ProjectID>

May 28, 2019

May 28, 2019

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EXHIBIT B

**SUGAR MILL ANTIQUES AND VINTAGE DEPOT
PUBLIC IMPROVEMENTS TO BE CONSTRUCTED**

EXHIBIT B

Public Improvement Cost Estimates

Sugar Mill Antiques & Vintage Depot					
Public Improvements Opinion of Cost					
Item	Description	Units	Unit Cost (\$)	Estimated Quantity	Item Cost
1. Flatwork					
1	6-in Thick Sidewalk	SY	45.0	250	\$ 11,250.00
2	Mid Block Ramp	SY	250.0	8	\$ 2,000.00
3	Access	CY	300.0	9	\$ 2,700.00
				Subtotal	\$ 15,950.00
2. Work Zone Traffic Control					
1	Traffic Control	LS	1000	1	\$ 1,000.00
				Subtotal	\$ 1,000.00
3. Construction Staking/Surveying					
1	Construction Staking/Surveying	LS	500	1.0	\$ 500.00
				Subtotal	\$ 500.00
4. Material Testing					
1	Material Testing	LS	500	1.0	\$ 500.00
				Subtotal	\$ 500.00
5. Landscape					
1	Landscaping - Native Grass	LS	525	1	\$ 525.00
				Subtotal	\$ 525.00
6. Construction Management					
1	Construction Management	LS	750	1.0	\$ 750.00
				Subtotal	\$ 750.00
7. Roadway Improvements					
1	Asphalt Saw Cut	LF	10	40	\$ 400.00
2	Asphalt Patch Back	Tons	100	4	\$ 400.00
				Subtotal	\$ 800.00
8. BMP's					
1	Vehicle Tracking Control	LS	1500	1	\$ 1,500.00
2	Silt Fence	LF	2.5	320	\$ 322.50
3	Rock Socks	LS	20	10	\$ 200.00
				Subtotal	\$ 2,022.50
				Total	\$ 21,522.50

EXHIBIT C
FORM OF LETTER OF CREDIT



IRREVOCABLE LETTER OF CREDIT

Town of Mead

Number: 188

Date: 08/15/2019

Expiration: 11/07/2019

Dear Sir or Madam:

TBK Bank, SSB ("Bank") hereby establishes in favor of Town of Mead ("Beneficiary"), for the account of Sugar Mill Antiques & Vintage Depot LLC, a limited liability company ("Customer"), an Irrevocable Letter of Credit in the amount of Twenty-one Thousand Five Hundred Twenty-two & 50/100 Dollars (\$21,522.50) available by immediate payment upon presentation at Bank's office at 141 Main St / PO Box 629, Mead, CO 80542 of Beneficiary's sight draft(s) in an amount not exceeding \$21,522.50, and each sight draft must bear the reference: "Drawn on TBK Bank, SSB Irrevocable Letter of Credit No. 188, dated 08/15/2019."

In addition, Beneficiary's sight draft(s) must be accompanied by this Irrevocable Letter of Credit and an Affidavit of Certification in the form attached hereto as Exhibit 1 (the "Affidavit"). The Affidavit shall certify that Customer has failed to meet its obligations under the terms of a Site Plan Agreement relating to the Site Plan Agreement for 13788 Pacific Circle (Lyons 66 Pacific Commerce Park, Lot 6). Upon presentation of such Affidavit in compliance with the terms contained herein, Bank shall honor the accompanying sight draft(s) and shall not be required to determine questions of fact or law between Beneficiary and Customer.

This Irrevocable Letter of Credit sets forth the full understanding of the parties hereto and Bank hereby promises to Beneficiary that any drafts drawn under or in substantial compliance with the terms of this Irrevocable Letter of Credit will be duly honored if presented to TBK Bank, SSB on or before 11/07/2019.

This irrevocable Letter of Credit is nontransferable.

This Irrevocable Letter of Credit is subject to the most recent edition of the Uniform Customs and Practice for Documentary Credits published by the International Chamber of Commerce. The forum for all disputes regarding this letter of credit shall be the District Court for the County of Weld, State of Colorado.

Very truly yours,

TBK Bank, SSB
Steve Chisholm, VP, Senior Relationship Manager



EXHIBIT 1 TO EXHIBIT C

DRAWN ON [BANK NAME] IRREVOCABLE LETTER OF CREDIT NO. _____

Dated: _____

AFFIDAVIT OF CERTIFICATION

STATE OF COLORADO)

) ss.

COUNTY OF WELD)

I, _____, being duly sworn, state as follows:

Title and Authority of Affiant. I am _____ for Town of Mead, Colorado and am authorized to act on behalf of the Town of Mead, Colorado in this matter.

Certification. Under penalty of law, I hereby certify that the Customer has failed to meet its obligations under the terms of a Site Plan Agreement relating to the _____ Site Plan, and the Town of Mead is entitled to draft this Letter of Credit.

TOWN OF MEAD

By: _____

Name: _____

Title: _____

Subscribed and sworn to before me this ____ day of _____, 201__, by

_____.

Witness my hand and official seal.

My commission expires: _____

Notary Public

(SEAL)



EXHIBIT D

**SUGAR MILL ANTIQUES AND VINTAGE DEPOT
SPECIAL PROVISIONS**