

**TOWN OF MEAD, COLORADO  
RESOLUTION NO. 79-R-2020**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, GRANTING  
CONDITIONAL ACCEPTANCE OF THE PHASE 1A-1 AND PHASE 1A  
IMPROVEMENTS (HIGHLANDS FILING NO. 1 FINAL PLAT)**

**WHEREAS**, Highlands Mead LLC, a Colorado limited liability company having a principal office address of 428 Kimbark Street, Longmont, CO 80501 (“Developer”) has caused the completion of certain public improvements benefitting the Highlands Filing No. 1 Final Plat (“Development”), specifically the public improvements associated with Phase 1A-1 and Phase 1A of the Development (collectively, the “Improvements”); and

**WHEREAS**, the Improvements are identified in that certain Subdivision Improvement Agreement dated September 30, 2019 and recorded on November 8, 2019 at Reception No. 4539552 in the Weld County property records as amended by that certain First Amendment to Subdivision Improvement Agreement dated April 13, 2020 and recorded on May 19, 2020 at Reception No. 4591618 in the Weld County property records (together, the “SIA”); and

**WHEREAS**, the SIA requires that Phase 1A-1 and Phase 1A “. . . shall be treated as one consolidated phase for the applicable probation and warranty periods as set forth in 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 September 14, 2020, subject to the conditions set forth in JVA memo dated July 14, 2020 (revised July 27, 2020) and the associated Final Punchlist, a copy of which is attached to this Resolution as **Exhibit A**, and subject to the additional conditions set forth in that certain letter dated August 27, 2020 written by the Developer and delivered to the Town Manager, a copy of which is 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 Section XI of the SIA (“Remedies”).

**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 September 14, 2020.

**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 14<sup>TH</sup> DAY OF SEPTEMBER, 2020.**

**ATTEST:**

By

  
Mary E. Strutt, MMC, Town Clerk



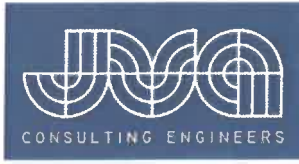
**TOWN OF MEAD**

By

  
Colleen G. Whitlow, Mayor

**Exhibit A**

JVA memo dated July 14, 2020 (revised July 27, 2020) and associated Final Punchlist  
(attached – 12 pages)



JVA, Incorporated  
1319 Spruce Street  
Boulder, CO 80302  
Ph: 303.444.1951  
Fax: 303.444.1957

JVA, Incorporated  
25 Old Town Square  
Fort Collins, CO 80524  
Suite 200  
Ph: 970.225.9099  
Fax: 970.225.6923

JVA, Incorporated  
PO Box 1860  
79050 US Highway 40  
Winter Park, CO 80482  
Ph: 970.722.7677  
Fax: 970.722.7679

Web site: [www.jvajva.com](http://www.jvajva.com) E-mail: [info@jvajva.com](mailto:info@jvajva.com)

## C o n d i t i o n a l A c c e p t a n c e

TO:	<u>Town of Mead</u>	DATE:	<u>July 14, 2020</u>
ATTN:	<u>Erika Rasmussen, P.E.</u>		<u>Revised July 27, 2020</u>
CONTRACTOR:	<u>Prosper Land &amp; Development</u>		
PROJECT NAME:	<u>The Highlands Subdivision – Phase 1A</u>		
CITY, STATE:	<u>Mead, Colorado</u>	PROJECT NO:	<u>1970.116c</u>

### Punch Walk Attendees:

- Town of Mead - Deano Korecky
- Prosper Land & Development – Adam Morrow, Joe Stifter
- JVA, Inc. – John G. Jordan

John Jordan (JVA) and Deano Korecky (Town of Mead) performed a walkthrough at the Town of Mead “The Highlands Subdivision” site to assess the site conditions and confirm action items for conditional assessment for Phase 1A and 1A-1.

### Punch List Items:

sav

1. Provide As-builts drawings for Phase 1A and 1A-1.
2. Provide Acceptance document from Little Thompson Water District.
3. Jet/clean all sewer lines.
4. The depth of the roadside drainage swale on the east side of CR 3 north and south of Lake Helen Boulevard is too deep. Based on discussion with Town staff, contractor shall work with project engineer to resolve the grading issues. The preferred remedy is to extend the culvert. The Developer shall coordinate final design solution with Town staff.
5. The trail on the east side development needs to be properly maintained. Currently, there are grasses over one foot tall along the edge. Additionally, there is an abundance of algae creating slipping hazard. The trail needs to be closed off to pedestrian access and fixed immediately. The Town requested that the Developer implement a drainage solution for the trail over 2 years ago. Nothing has been completed to date. A design needs to be formulated and reviewed by the Town. Please complete immediately.
6. Cut in sanitary sewer “S” Marks on curb (Lot 12 &13).
7. Replace street signs with all capital lettering signs as discussed with the Town of Mead.
8. ~~Compliance with street lighting will be checked during the next phase’s punch walk.~~ **Removed July 27, 2020**
9. Refer to the attached map of the general locations of some of the photos shown below. The photos include a brief caption with an explanation of what needs to be completed.
10. Remove and replace concrete panel where survey marker installation has damaged the concrete. See Map for lots impacted. **Added July 27, 2020**
11. Relocated valve box, located at south intersection of Lake Helen Boulevard and Beaumont Boulevard, outside of concrete cross pan. **Added July 27, 2020**

**Photographs:**

The following pictures were taken on May 20, June 30, and July 8-9 2020 to document the site conditions and confirm action items for conditional assessment for Phase 1A and 1A-1:

Image 1 – Ponding drainage - Remove/replace curb ramp & gutter. Cracks in sidewalk at top of ramp – Remove/replace



Image 2 – Ponding in curb and gutter – Remove/replace curb and gutter to achieve intended design drainage conveyance



**Image 5 – Large chips on backside of curb and gutter – Monitor during warranty period. Revised July 27, 2020**



**Image 6 – Large drop-off at southeast curb return of Lake Helen Boulevard. Fix grading to reduce steep grade.**



**Image 7- Developer did not install culvert and roadside ditch on north and south side of Lake Helen to fix steep drop off from 3<sup>rd</sup> Street to the Ditch, as discussed.**



**Image 8 – ADA Ramp on northeast corner of Park Street and Lake Helen is not complete, and the sidewalk above the ramp is not ADA Compliant – Remove/replace.**



**Image 9 – ADA Ramp on northeast corner of 3<sup>rd</sup> Street and Lake Helen Boulevard – Some cleanup needed. Sidewalk above ADA ramp is not compliant – Remove/replace.**



**Image 10 – ADA Ramp on southeast corner of 3<sup>rd</sup> Street and Lake Helen Boulevard – Some cleanup. The ADA ramp wing is not ADA compliant – Remove/replace. The sidewalk above the ramp is damaged from being set during rain – Remove/replace.**



**Image 11 – Wrong manhole lid – Replace with properly labeled lid.**



**Image 12 – Poorly maintained erosion control on area inlet – Remove debris and properly set erosion control mechanism.**



**Image 13 – Ponding of surface drainage at median nose – Remove/replace concrete section to nearest joint per the intended drainage design.**



**Image 14 – Poor quality curb/gutter pour – Remove/replace.**



**Image 15 – Crack/chip at control joint. Remove/replace curb and gutter to nearest joint.**



**Image 16 – Chipped curb – Remove/replace curb and gutter to nearest control joint.**





Image 17 –Pavement Pits – Mill and overlay, monitor through the warranty period.



Image 18 – Concrete on asphalt – Clean up.



Image 19 (1034) – Chipped concrete – Remove/replace stone to nearest control joints.



Image 20 (1129) – Hairline fracture in concrete – Monitor, remove/replace curb and gutter to the nearest control joints if fracture begins to increase in size.



Image 21(1344) – Asphalt on curb and gutter-Clean up.



Image 22 (1407) – Missing sidewalk – Install.



Image 23 (1711) – Chipped concrete – Monitor during warranty period. Revised July 27, 2020



Image 24 (1725) – Chipped concrete – Monitor during warranty period. Revised July 27, 2020



Image 25 (2034) – Poorly maintained inlet protection – Reset inlet protection.



Image 26 (2223) – Broken valve box – Remove/replace.



Image 27 (2239) – Asphalt on top of curb and gutter – Clean up.



Image 28 (2316) – Chipped curb and gutter – Monitor during warrant period. Revised July 27, 2020



Image 29 (2347) – Chipped curb – Monitor during warranty period. Revised July 27, 2020



Image 30 (2425) – Meter pit box adjustment – Adjust to finished grade.



Image 31 (2524) – Dried concrete chucks imbedded in walkway – Clean up.



Image 32 (2624) – Sign Post is loose at intersection south intersection of Lake Helen Boulevard and Beaumont Boulevard. Stabilize sign post. **Revised July 27, 2020**



Image 33 (2639) – Fly Ash and other Debris imbedded in ramp – Clean up



Image 34 (2806) – Poorly patched asphalt around valve box –Mill and overlay, monitor through the warranty period.



Image 35 (3601) – Chip in concrete walk – Monitor during warranty period. **Revised July 27, 2020**



Image 36 (3818) – Fly Ash and other debris imbedded in ramp – Clean up.



Image 37 (3917) – Top lift of asphalt not completed to end of curb return – Complete with next phase. **Revised July 27, 2020**



Image 38 (4105) – Poorly patched asphalt around valve box – Mill and overlay, monitor during warranty period.



**Image 39 (4208) – Chipped concrete, fly ash, and other debris imbedded in ramp – Clean up.**



**Image 40 (4230) – Saw line of control joint not completed to end of asphalt – Finish saw cut.**



plot

**Image 42 (4457) – Pitted asphalt top lift – Mill and overlay, monitor during warranty period.**



**Image 43 (4508) – Ponding of surface drainage in gutter – Remove/replace curb and gutter to achieve proper drainage.**



**Image 44 (4631) – Chipped in curb and gutter – Monitor during warranty period. Revised July 27, 2020**



**Image 45 (4932) – Hairline crack in curb and gutter-  
 Remove/replace to nearest control joint**



**Image 46 (5150) – Remove/replace concrete section.**



**Image 47 (5311) – Pitted concrete sidewalk from  
 pour during rain – Remove/replace for final  
 acceptance**



**Image 48 (5402) – Ponding of storm drainage in ramp -  
 Remove/replace walk and curb ramp**



**Image 49 (5414) – Oil spill on asphalt – Clean up.**



**Image 50 (5458) – Gouged asphalt from equipment –  
 Mill and overlay, monitor during warranty period.**



Image 51 (5524) – Southeast corner of Beaumont Boulevard and Lake Helen. Concrete corner pour missing in ramp. Sidewalk above ramp is not ADA compliant and must be removed because of rain damage.



Image 52 (5546) – Grading is not ADA compliant, and there is imbedded concrete and fly ash in curb ramp – Remove/replace.



Image 53 (5744) – Chipped concrete walk – Monitor during warranty period. Revised July 27, 2020



### End of Conditional Acceptance Observations

Sincerely,

JVA, INCORPORATED

By:



John G. Jordan  
Senior Civil Designer

The foregoing represents our understanding of the items discussed and the conclusions reached. If no corrections are received within five business days, the project will proceed based on this understanding.

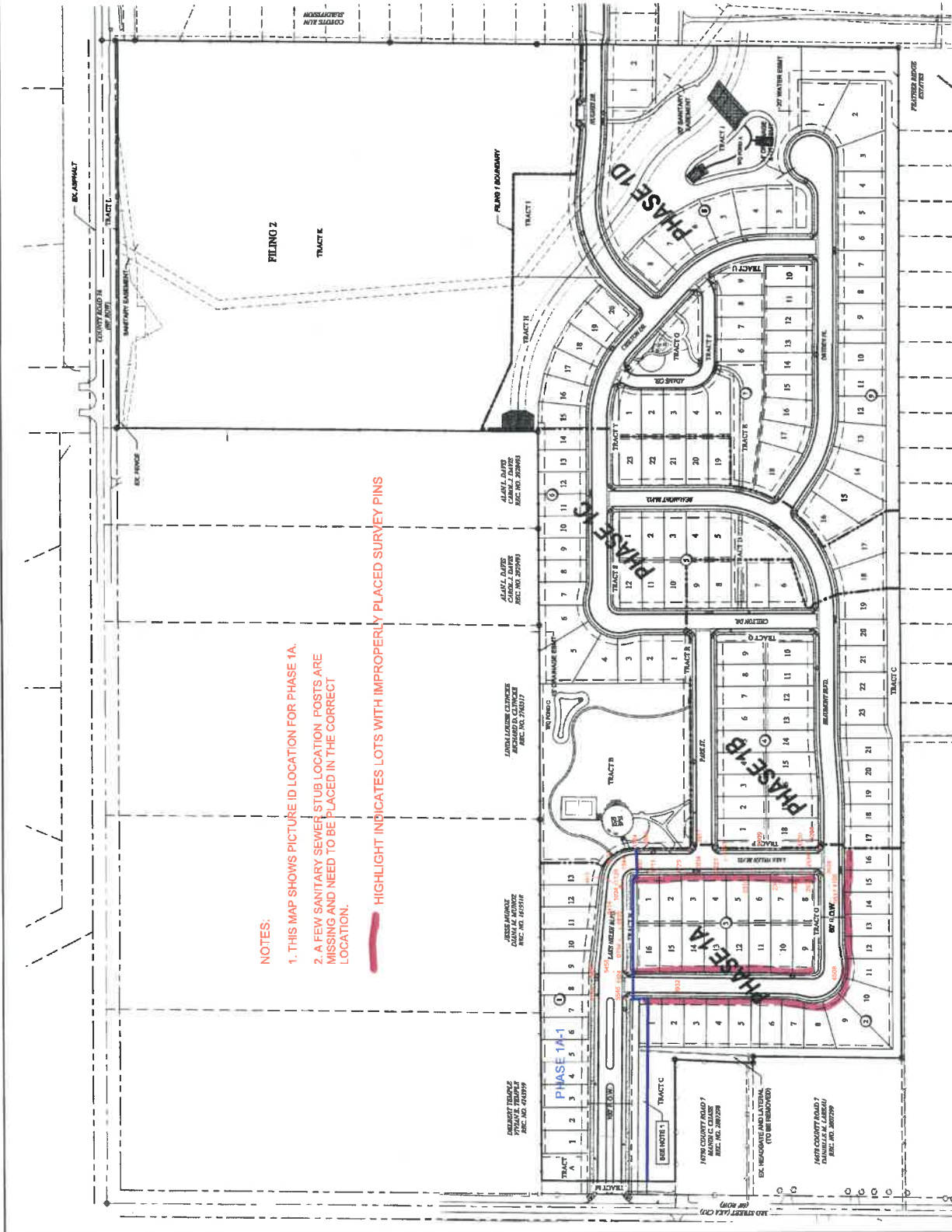
**GENERAL LEGEND**

- PROPERTY LINE
- ROW LINE
- LOT LINE
- PHASE BOUNDARY
- UTILA CHANGEMENT
- PHASELINE
- PHASE BOUNDARY
- CONTRACT

**NOTES:**  
 1. THESE ACCESS ROADS SHALL BE MAINTAINED UNTIL LOTS 1-4 BLOCK 1 ARE SUBDIVIDED INTO LOTS 1-4 BLOCK 1 AND MEET THE 20' WIDENING REQUIREMENTS.

**HIGHLANDS PHASE 1 LOT TOTALS**

PHASE	# OF LOTS
1A	48
1B	36
1C	36
1D	48
<b>TOTAL</b>	<b>168</b>



**NOTES:**

1. THIS MAP SHOWS PICTURE ID LOCATION FOR PHASE 1A.
2. A FEW SANITARY SEWER STUB LOCATION POSTS ARE MISSING AND NEED TO BE PLACED IN THE CORRECT LOCATION.

HIGHLIGHT INDICATES LOTS WITH IMPROPERLY PLACED SURVEY PINS



**811**

FOR ALL UTILITY LOCATIONS, CALL 811 AT LEAST 48 HOURS BEFORE ANY CONSTRUCTION. VISIT 811.COLORADO.GOV FOR MORE INFORMATION.

**TOWN OF HEAD APPROVAL**  
 TOWN ENGINEER: [Signature]  
 APPROVED: [Signature]  
 DATE: 06.24.2019

## Exhibit B

Developer letter dated August 27, 2020 setting forth additional conditions on conditional acceptance

August 27, 2020

Town of Mead  
Attn: Helen Migchelbrink, Town Manager  
441 Third Street  
Mead, CO 80542

Re: Additional Collateral for public improvements

Dear Town of Mead:

As developers of the Highlands project we recognize that some of the public improvements constructed as a part of this project do not meet the Town of Mead's standards and realize that some of these improvements will have to be repaired before the Town will accept them for future maintenance. We agree to provide the Town of Mead with the following in order to proceed with the Conditional Acceptance of the public improvements in Phase 1A and 1A-1 of the Highlands Development:

1. Produce a stamped set of as built record drawings stamped by the engineer that includes all improvements requested by the Town Engineer.
2. Relocate the valve box located at the south intersection of Lake Helen and Beaumont and replace the crosspan as per Town Engineer instructions. This work will be completed in Phase 1B.
3. At the end of the two year warranty the pitted and inferior concrete as identified by Town Engineer will be removed and replaced, as well as a mill and overlay that will be performed at the end of the two year warranty period and prior to final acceptance.
4. Additional collateral through the two-year warranty to cover the cost of these items will be required in the amount of \$70,000. This is in addition to the 15% collateral required by the SIA.

Sincerely,

Highlands-Mead, LLC



by: William P. Edgington  
Managing Member