

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 36-R-2022**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, GRANTING
CONDITIONAL ACCEPTANCE OF THE PUBLIC IMPROVEMENTS
ASSOCIATED WITH THE ZIGGI'S COFFEE SITE PLAN**

WHEREAS, 4th & Main Holdings LLC, a Colorado limited liability company having a principal office address of 241 Welker Way, Mead, CO 80542 (“Developer”) has caused the completion of certain public improvements associated with the **Ziggi’s Coffee Site Plan**, specifically the public improvements identified in that certain Site Plan Agreement dated April 26, 2020 and recorded on March 1, 2022 at Reception No. 4806627 in the Weld County property (the “Public Improvements”); and

WHEREAS, the Public Improvements are subject to a warranty period of two (2) years following conditional acceptance; and

WHEREAS, Section 1.3 of the Site Plan Agreement requires that conditional acceptance of the Public Improvements be memorialized by a resolution of the Town Board of Trustees, which resolution shall specifically identify the date of conditional acceptance of the Public Improvements; and

WHEREAS, conditional acceptance marks the beginning of the two (2) year warranty guaranty period, and if conditional acceptance is granted between the dates of November 1st and April 30th, the two (2) year warranty guaranty period shall not begin until the first May 1st following the effective date of the Board’s resolution granting conditional acceptance; and

WHEREAS, Developer has requested conditional acceptance of the Public Improvements by the Board of Trustees of the Town of Mead; and

WHEREAS, the Town Engineer has reviewed the installation of the Public Improvements, has determined that the Public Improvements have been installed in substantial conformance with the Town’s construction standards and the requirements of the Site Plan Agreement, and is recommending that the Board grant conditional acceptance of the Public Improvements effective May 1, 2022, as set forth and confirmed in that certain letter from the Town to Developer dated April 22, 2022, a copy of which is attached to this Resolution as **Exhibit A**, and subject to the additional condition attached to this Resolution as **Exhibit B**; and

WHEREAS, the Board of Trustees desires to grant conditional acceptance of the Public Improvements subject to the conditions set forth in this Resolution; and

WHEREAS, the *Mead Municipal Code* (“MMC”) requires the Developer to maintain the Public 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 Public 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 Public Improvements in accordance with the requirements set forth in the MMC, the Town may withhold final acceptance of the Public Improvements, or may take any other specific enforcement actions authorized by the Site Plan Agreement.

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 Public Improvements identified in this Resolution and orders the commencement of the two (2) year warranty period on May 1, 2022.

Section 2. Developer Obligation to Maintain Public Improvements during Guarantee Period. Developer shall maintain the Public 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 Public 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 Public Improvements during the Guarantee Period shall violate the requirements of this Section 2 and shall constitute a violation of the terms and conditions of the Site Plan Agreement.

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. Effective Date. This resolution shall become effective immediately upon adoption.

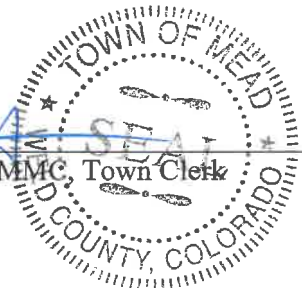
Section 5. Certification. The Town Clerk shall certify to the passage of this resolution and make not less than one copy of the adopted resolution available for inspection by the public during regular business hours.

INTRODUCED, READ, PASSED, AND ADOPTED THIS 9TH DAY OF MAY, 2022.

ATTEST:

By:

Mary E. Scratt, MMC, Town Clerk



TOWN OF MEAD

By:

Colleen G. Whitlow, Mayor

Exhibit A
Letter dated April 22, 2022



April 22, 2022

Mr. Brandon Knudsen
4th & Main Holdings LLC
241 Welker Way
PO Box 448
Mead, CO 80542

RE: Ziggi's – Conditional Acceptance of Public Infrastructure Improvements

Dear Mr. Knudsen,

On March 29, 2022, Town Staff confirmed the public infrastructure improvements associated with the Ziggi's Coffee Site Plan were complete. The Town grants Conditional Acceptance of the improvements.

In accordance with the Town of Mead *Design Standards and Construction Specifications*, Section 202.8.A.1.a., for projects where Conditional Acceptance is granted between November 1st and April 30th, the two-year warranty period shall not begin until May 1st. A final inspection will be conducted at the end of the warranty period prior to Final Acceptance of the Public Infrastructure Improvements.

In addition, as you are aware, portions of the sidewalk on the subject property are subject to an extended five-year warranty (commencing on November 10, 2021). The resolution that will be considered by the Board of Trustees to memorialize Conditional Acceptance of the improvements will contain a reference to the extended sidewalk warranty.

Please let me know if you have any questions.

Sincerely,

Signed: 04/22/2022 @ 11:21:27 AM

Robyn Brown, P.E.
Deputy Town Engineer

Exhibit B

Additional conditions (Conditional Acceptance – Public Improvements – ZIGGI'S COFFEE SITE PLAN)

1. Developer shall replace HIGH PLAINS BANK LOC 44212049 in the amount of \$154,914.96 (and having an expiration date of March 26, 2022 (the “Existing LOC”) with a new LOC in the form required by the Site Plan Agreement in the amount of **twenty-three thousand two hundred thirty-seven and 24/100 dollars (\$23,237.24)** and having an expiration date **not earlier than August 30, 2024** (“Updated LOC”) in order to secure the Public Improvements during the two (2) year guarantee period. The Developer shall file the Updated LOC with the Town Engineer on or before May 1, 2022. Upon filing of the Updated LOC, the Town Engineer or designee shall cause the Existing LOC to be fully and finally released in accordance with the terms of the Site Plan Agreement and the *Mead Municipal Code*.
2. In lieu of the Updated LOC, and consistent with the terms and conditions of the Site Plan Agreement, the Town Manager shall be authorized to accept a **cash escrow** in the amount of \$23,237.24 in order to secure the Public Improvements during the two (2) year guarantee period.
3. Developer shall warrant the sidewalk installation along the South & West sides of the Ziggi’s HQ Building for a five (5) year period commencing November 10, 2021, as more specifically set forth in **Exhibit C** below. Specifically, if FCI Constructors, Inc. fails to make any necessary repairs during the five-year period ending NOVEMBER 10, 2026 or otherwise fails to honor its Special Warranty Letter, Developer shall cause the necessary repairs to be made and Developer’s cost and expense (“Sidewalk Warranty Work”). All Sidewalk Warranty Work shall be completed to the satisfaction of the Town Engineer and Town Public Works Director.

Exhibit C
Extended Sidewalk Warranty – Ziggi's



SPECIAL WARRANTY DATE: Five (5) Years from Date of Pour (November 10, 2021)

TO: Erika Rasmussen
Town of Mead
Town Engineer/Public Works Director

RE: Ziggi's Coffee HQ Project
241 Welker Ave, Mead, CO 80542
Right-of-Way Sidewalk Special Warranty
(Due to FCI placing without Town of Mead Inspection)

SPECIAL WARRANTY LETTER

FCI CONSTRUCTORS, INC., hereby guarantees all materials and workmanship and warrants against defects, subject to normal wear and tear as it pertains to the right-of-way sidewalk installation along the South & West sides of the Ziggi's HQ Building as highlighted on the attached drawing for a period of Five (5) Years from the date of pour (November 10, 2021). However, we do not warrant against defects due to failure to exercise normal maintenance, nor against the consequence of uses for which these products were not designed.

We have no liability to pay any costs of repair performed by anyone other than us, unless in each instance we have given written approval of such repair.

FCI CONSTRUCTORS, INC.

A handwritten signature in black ink, appearing to read 'J. Shippy', is written over a horizontal line.

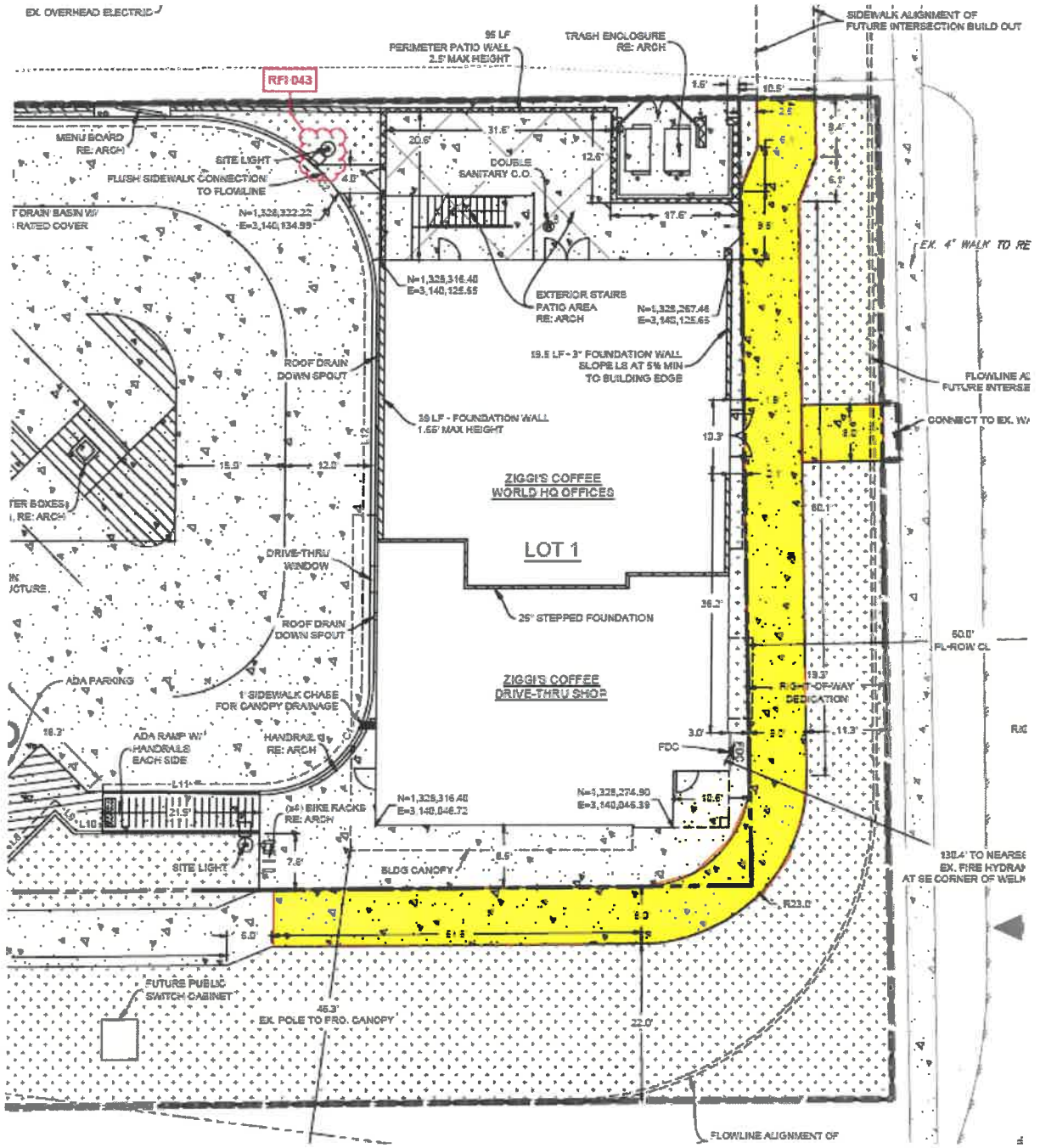
Jake Shippy – FCI Constructors, Project Manager

Attachments – Highlighted Placement Plan, Site Concrete Mix Design, Similar Test Results

Cc – Jeff Deese (Ziggi's), Robyn Brown (Mead), Deano Korecky (Mead), Logan Lenz (FCI)

Location of Sidewalk highlighted on following page.

EX OVERHEAD ELECTRIC



RFI 043

ZIGGI'S COFFEE
WORLD HQ OFFICES

LOT 1

ZIGGI'S COFFEE
DRIVE-THRU SHOP

SIDEWALK ALIGNMENT OF
FUTURE INTERSECTION BUILD OUT

EX. 4" WALK TO RE

FLOWLINE AC
FUTURE INTERSE

CONNECT TO EX. W

60.0' FL-ROW CL

R&C

138.4' TO NEAREST
EX. FIRE HYDRANT
AT SE CORNER OF WELN

FLOWLINE ALIGNMENT OF