

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 78-R-2022**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO,
DELEGATING AUTHORITY TO THE TOWN MANAGER TO EXECUTE A
WRITTEN AMENDMENT TO THE SUBDIVISION IMPROVEMENT
AGREEMENT BETWEEN THE TOWN OF MEAD, MEAD INDUSTRIAL
DEVELOPMENT, LLC AND MEAD INVESTORS 1, LLC (POSTLE
SUBDIVISION FILING NO. 1 FINAL PLAT)**

WHEREAS, the Town of Mead and MEAD INDUSTRIAL DEVELOPMENT, LLC, a Colorado limited liability company, and MEAD INVESTORS 1, LLC, a Colorado limited liability company (together referred to herein as “Developer”) entered into that certain Subdivision Improvement Agreement dated February 14, 2022 and recorded in the official records of Weld County, Colorado, on March 22, 2022 at Reception No. 4811738 (the “Agreement”) regarding improvements to be made in the Postle Subdivision Filing No. 1 Final Plat (the “Final Plat”); and

WHEREAS, the Agreement constitutes the subdivision improvement agreement for the Final Plat, as required by Sec. 16-4-130 of the *Mead Municipal Code*; and

WHEREAS, Sec. XVII.L. of the Agreement states that the Agreement may be amended only by an instrument in writing signed by the Parties; and

WHEREAS, the Agreement contemplates that the provision of sewer service to the property located within the boundaries of the Final Plat (the “Property”) by the Town is conditioned, among other things, on the Developer entering into a binding written agreement with an adjacent property owner specifically identified in the Agreement (“Raterink Operator”) for use of capacity in the existing private lift station located on such adjacent property (the “Lift Station”), or (ii) agreeing to design and construct a second lift station sufficient to serve the Property at Developer’s cost and expense, conditioned on final approvals for the same by the Town and other governmental entities having jurisdiction; and

WHEREAS, the Town is seeking to acquire the Lift Station (as particularly described in Section IV.A.2 of the Subdivision Agreement) from the Raterink Operator for ownership by the Town; and

WHEREAS, the Town is currently negotiating that certain Sewer Facilities Acquisition Agreement with the Raterink Operator (the “Acquisition Agreement”) pursuant to which the Town will acquire the Lift Station and proceed to operate and maintain the same as part of the Town’s sewer system thereafter; and

WHEREAS, conditioned on the Town’s execution of the Acquisition Agreement, the Town will be in a position to provide sanitary sewer services to the Property, subject to: (1) the remaining terms and conditions of the Agreement, and (2) Developer’s remittance of \$540,548.00 to the Town (the “Lift Station Capital Payment”) which the Developer and Town agree represent the Developer’s pro rata share of the costs associated with the Lift Station acquisition by the Town; and

WHEREAS, an amendment to the Agreement is necessary to memorialize the Lift Station Capital Payment; and

WHEREAS, the Board of Trustees desires to delegate authority to the Town Manager to

execute a written amendment to the Agreement subject to the review and approval of the form of amendment by the Town Attorney,

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

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

Section 2. The Board of Trustees hereby: (a) authorizes the Town Manager, in consultation with the Town Attorney to finalize the written amendment to the Agreement as contemplated under this Resolution and substantially in the form attached to this Resolution as **Exhibit 1** ("Amendment"); (b) authorizes the Town Attorney in cooperation with the Town Manager to make non-material changes to the Amendment that do not increase the Town's obligations; and (c) authorizes the Town Manager to execute the Amendment on behalf of the Town following the review and approval of the Amendment by the Town Attorney and on or following the date specifically referenced in this Section 2. The Town Manager shall not be authorized to execute the Amendment until on or after the date that the Acquisition Agreement has been fully executed by the Town and the Raterink Operator.

Section 3. Following the execution of the Amendment by the Town Manager and Developer, the Town Clerk shall cause the fully executed Amendment to be recorded in the real property records of Weld County, Colorado.


Section 4. Effective Date. This resolution shall be effective immediately upon adoption.

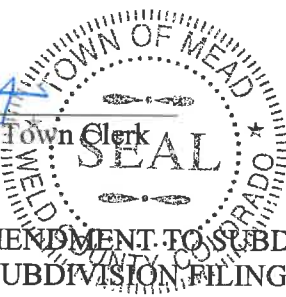
Section 5. Repealer. All resolutions, or parts thereof, in conflict with this resolution are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such resolution nor revive any resolution thereby.

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 10TH DAY OF OCTOBER, 2022.

ATTEST:

By 
Mary E. Strutt, MMC, Town Clerk



TOWN OF MEAD


By 
Colleen G. Whitlow, Mayor

Exhibit 1 - FIRST AMENDMENT TO SUBDIVISION IMPROVEMENT AGREEMENT FOR POSTLE SUBDIVISION FILING NO. 1 FINAL PLAT