

**TOWN OF MEAD, COLORADO  
RESOLUTION NO. 37-R-2023**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, GRANTING  
CONDITIONAL ACCEPTANCE OF THE OFF-SITE SANITARY SEWER  
IMPROVEMENTS  
(RANGE VIEW ESTATES – AMENDED PLAT NO. 1)**

**WHEREAS**, Range View Estates, LLC, a Colorado limited liability company having a principal office address of 6355 Fairground Avenue, Suite 300, Windsor, Colorado 80550 (“Developer”) has caused the completion of certain public improvements benefitting the Range View Estates Subdivision, Amendment No. 1 Final Plat (“Development”), specifically the off-site sanitary sewer improvements associated with the Development and described with particularity in that certain At-Risk and License Agreement between the Town and Developer dated October 12, 2020 (the “Improvements”); and

**WHEREAS**, the Improvements are identified in that certain At-Risk and License Agreement referenced above and that certain Subdivision Improvement Agreement between Range View Estates, LLC and the Town dated October 26, 2020 and recorded on April 2, 2021 at Rec. No. 4700507 in the Weld County property records (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 30, 2023, 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**, in accordance with *the Town of Mead Design Standards and Construction Specifications*, Section 202.8.A.1.a, the two-year warranty for the Improvements will begin May 30, 2023; 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 30, 2023.

**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.

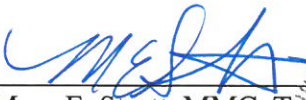
**Section 4. Repealer.** All resolutions and motions of the Board of Trustees of the Town of Mead or parts thereof, in conflict with this resolution are to the extent of such conflict hereby superseded and repealed.

**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 30<sup>TH</sup> DAY OF MAY, 2023.

ATTEST:

By:   
Mary E. Strutt, MMC, Town Clerk

TOWN OF MEAD:

By:   
Colleen G. Whitlow, Mayor



**Exhibit A**

Letter and Final Punchlist (for Conditional Acceptance – Off-Site Sanitary Sewer Improvements)

(attached – 3 pages)



May 31, 2023

Mr. Jon Turner, Manager  
Range View Estates, LLC  
6355 Fairgrounds Avenue, Suite 300  
Windsor, Colorado 80550

**RE: Conditional Acceptance of Range View Estates Off-Site Sewer**

Dear Mr. Turner,

This letter and the attached Resolution are to notify you that the off-site sanitary sewer improvements installed as part of the Range View Estates Subdivision have been granted Conditional Acceptance, specifically those certain off-site sanitary sewer improvements described in the At-Risk and License Agreement between the Town of Mead and Range View Estates, LLC (the "Sewer Improvements"). In accordance with the Town of Mead *Design Standards and Construction Specifications*, Section 202.8.A.1.a, and the Resolution of the Board of Trustees of the Town approved at the May 30, 2023 regular meeting, the two-year warranty for the Sewer Improvements will begin May 30, 2023.

In late 2022 and January 2023, Town of Mead Staff completed inspections of the Sewer Improvements. The purpose of these inspections was to confirm completion of construction of the Sewer Improvements, assess the condition of the Sewer Improvements, and generate a punchlist detailing deficiencies requiring completion. All punchlist items have been corrected and accepted.

Conditional commences the two-year warranty period referenced above, during which Range View Estates, LLC (the "Developer") shall, at its own expense, take all actions necessary to maintain the Sewer Improvements and make needed repairs or replacements that, in the reasonable opinion of the Town, shall become necessary.

No sooner than sixty (60) days, and at least thirty (30) days, before the end of the two-year warranty period, and during the growing season (May 1 through October 31), the Developer shall request an inspection of the Sewer Improvements.



Once the Sewer Improvements are judged by the Town to be in satisfactory condition, the Town shall grant Final Acceptance (which will also be memorialized by resolution of the Board of Trustees). Specifically, and in accordance with Town of Mead Engineering Standards and Specifications, sanitary sewer improvements are required to be cleaned and televised as part of the Final Acceptance process.

Please note that the Developer has replaced the letter of credit (LOC) no. 121120 dated December 11, 2020 and issued by FMS Bank for the benefit of Rocky Mountain Assets Investment, LLC, in the amount of \$530,885.00 (the "Off Site Sanitary Sewer LOC") with a new LOC in the form required by the Subdivision Improvement Agreement (SIA) in the amount of \$79,632.75 (representing 15% of the Off-Site Sanitary Sewer LOC) (the "Warranty LOC"). The Warranty LOC was issued by Points West Community Bank on April 19, 2023 (LOC no. 33118) and has an expiration date of April 19, 2024 (which expiration date shall be automatically extended for subsequent one (1) year terms, as set forth in the Warranty LOC). The Warranty LOC was filed with the Town on or about May 9, 2023.

Upon filing of the Warranty LOC, the Town Engineer caused the Off-Site Sanitary Sewer LOC to be released.

Sincerely,

Robyn Brown, P.E.  
Deputy Town Engineer

**ATTACHMENTS:**

- Range View Estates, Off-Site Sanitary Sewer Improvements – Punchlist
- Range View Estates, Off-Site Sanitary Sewer Improvements – Conditional Acceptance Deficiencies Map
- Resolution No. 37-R-2023 dated May 30, 2023



## Exhibit B

### Additional conditions (Conditional Acceptance – Off-Site Sanitary Sewer Improvements)

1. Developer has replaced the letter of credit (LOC) no. 121120, dated December 11, 2020, in the amount of \$530,885.00 and issued by FMS BANK (the “Off Site Sanitary Sewer LOC”) with a new LOC in the form required by the SIA **in the amount of not less than \$79,632.75** (representing 15% of the Off-Site Sanitary Sewer LOC) and having an expiration date of April 19, 2024, subject to automatic one (1) year extensions (“Warranty LOC”). **The Warranty LOC was filed with the Town on or about May 9, 2023.** The Off Site Sanitary Sewer LOC expired by its terms on or about December 11, 2021. Upon filing of the Warranty LOC, the Town Engineer may proceed to issue a letter or other written documentation to Developer or FMS Bank, if required, in order to confirm that the Off-Site Sanitary Sewer LOC is released.