

**TOWN OF MEAD, COLORADO  
RESOLUTION NO. 55-R-2023**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, GRANTING  
CONDITIONAL ACCEPTANCE OF THE PHASES 2A AND 2B  
IMPROVEMENTS THE HIGHLANDS FILING NO. 2 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. 2 Final Plat (“Development”), specifically the public improvements associated with **Phases 2A and 2B** of the Development (collectively, the “Improvements”); and

**WHEREAS**, the Improvements are identified in that certain Subdivision Improvement Agreement dated September 28, 2020 and recorded on February 5, 2021 at Reception No. 4679487 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 August 1, 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**, 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 August 1, 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, 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 31<sup>ST</sup> DAY OF JULY 2023.**

**ATTEST:**

By: 

Mary E. Strutt, MMC, Town Clerk



**TOWN OF MEAD:**

By: 

Colleen G. Whitlow, Mayor

**Exhibit A**

Final Punchlist (for Conditional Acceptance – Filing 2, Phases 2A and 2B,)

(attached – 8 pages)



**Project Name: The Highlands**  
**Contractor: Prosper Land & Development**  
**Inspector: Deano Korecky Jr.**  
**Punchwalk Dates: Thursday July 13th, 2023**  
**Conditional Acceptance: Filing II**

Punch List Items						
No.	Item	Description	Location	Observation Date	Completion Date	Town Sign-Off
1	Concrete	Clean and seal all ADA ramp holes with silicone	Filing II	1/18/2022	In Process	
2	Concrete	Grind and seal cracks per Town of Mead Standards	Filing II	1/18/2022	In Process	
3	Concrete	R&R Concrete curb joints not per Town of Mead Standards	Filing II	1/18/2022	In Process	
4	Concrete	Patch per Town of Mead Standards	Filing II	1/18/2022	In Process	
5	Backfill Concrete	Concrete needs to be backfilled	Filing II	1/18/2022	In Process	
6	Sod	Replace sod were we tied into Coyote Run Subdivision	Filing II	1/18/2022	In Process	
7	Expansion	Seal all expansion per Town of Mead Standards	Filing II	1/18/2022	In Process	
8	Asphalt	Clean up asphalt on concrete curb	Filing II	1/18/2022	In Process	
9	Storm	Storm drain lids per Town of Mead Standards	Filing II	1/18/2022	In Process	DAK
10	Storm	Clean sediment out of culvert	Filing II	1/18/2022	In Process	
11	Ditch	Slope per Town of Mead Standards (Reseed and ditch everything)	Northside of WCR 36	1/18/2022	In Process	
12	Water	Missing water "w" marks on curb	Filing II	1/18/2022	In Process	
13	Water (LTWD)	Provide Acceptance document from LTWD	Filing II	1/18/2022	In Process	
14	Manhole/Valves	Clean manhole lids and valves make sure they are operable	Filing II	1/18/2022	In Process	
15	Sewer Manholes	Could not inspect due to not being able to put a hook on lids	Filing II	1/18/2022	In Process	
16	Housekeeping	Cleanup job site	Filing II	1/18/2022	In Process	
17	Weeds	Mow down and spray all weeds	Filing II	1/18/2022	In Process	
18	Stockpiles/Grading	Clean up all stockpiles and grade entire site	Filing II	1/18/2022	In Process	
19	As-Builts	Provide As-Builts in CAD Files	Filing II	1/18/2022	In Process	
20	Erosion Control	Clean-up and seed for Detention Pond B/Fix any BMP's	Filing II	1/18/2022	In Process	
21	Storm	Detention Pond B Certification	Pond B Filing (Tract Z)	1/18/2022	In Process	
22	Storm	Rip Rap for Detention Pond B (Per Plan)	Pond B Filing (Tract Z)	1/18/2022	In Process	
23	Water (LTWD)	Provide Acceptance document from LTWD	Filing II	1/18/2022	In Process	
24	Landscaping	Complete landscaping per landscaping plans	Landscaping Plans for Filing II	1/18/2022	Landscaping Plan	DAK
25	Landscaping	Complete landscaping per landscaping plans	Landscaping Plans for Filing II	1/18/2022	Landscaping Plan	DAK



Item #1



Item #10



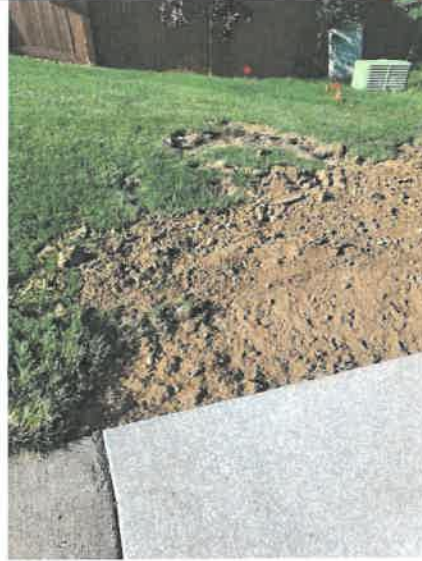
Items #11 & #17



Items #11 & #17



Item #6



Item #6



Items #16 & #17



Item #3



Place Traffic Control  
Item #11



Item #3



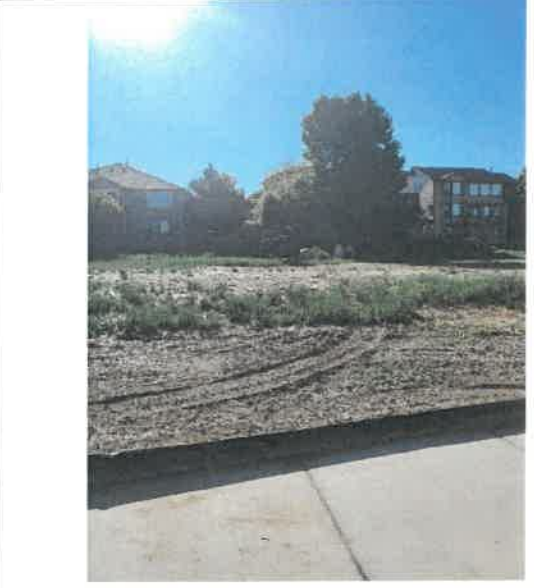
Item #16



Item #16



Item #7



Items #16 & #17



Item # 4



Items #16 & #17





Items #2 & #17



Items #4



Items #4 & #16



Items #4 & #16



Item #16



Item #20



Items #14 & #15



Item #4



Place Traffic Control  
Item #11



Item #8



Items #11 & #17



Items #17 & #18

## **Exhibit B**

### **Additional conditions (Conditional Acceptance – Phases 2A and 2B)**

1. Developer shall replace Letters of Credit (LOCs) Nos. 108529-83 and 108529-91, both dated June 1, 2022, in the amounts of \$586,248.38 and \$342,125.86, respectively, (and both having expiration dates of June 1, 2023) (the “Existing Phase 2A and 2B LOCs”) with one new LOC in the form required by the SIA in the amount of **one hundred thirty nine thousand, two hundred fifty six and 14/100 dollars (\$139,256.14)** and having an expiration date **not earlier than October 31, 2025** (“Warranty LOC”). The Developer shall file the Warranty LOC with the Town Engineer on or before August 15, 2023. Upon filing of the Warranty LOC, the Town Engineer or designee shall cause the Existing Phase 2A and 2B LOCs to be released. The Warranty LOC shall be released in accordance with the terms of the SIA and the *Mead Municipal Code*.
2. Alternatively, at Developer’s request, the Town shall request that the **Existing Phase 2A and 2B LOCs** be reduced as follows:
  - a. Reduce amount of Letter of Credit #108529-83 from \$586,248.38 to \$87,937.26 and extend final expiration date to **October 31, 2025**, and
  - b. Reduce amount of Letter of Credit #108529-91 from \$342,125.86 to \$51,318.88 and extend final expiration date to **October 31, 2025**.

If this option is selected, the Town’s letter requesting the amendment to the Existing Phase 2A and 2B LOCs shall be substantially in accordance with the sample letter attached on the next page below.

*Sample LOC Amendment Letter (Highlands, Filing No. 2)*



August 1, 2023

Flagstar Bank  
5151 Corporate Drive  
Troy, MI 48098-2639

Re: Letter of Credit #108529-83  
Letter of Credit #108529-91  
Town of Mead, Colorado

Please consider this letter our formal request to process an amendment for each of the two Letters of Credit reference above, as follows:

- Reduce amount of Letter of Credit #108529-83 from \$586,248.38 to \$87,937.26 and extend final expiration date to **October 31, 2025**, and
- Reduce amount of Letter of Credit #108529-91 from \$342,125.86 to \$51,318.88 and extend final expiration date to **October 31, 2025**.

Thank you in advance for your attention to this matter. Confirmation that the amendments have been processed should be sent directly to my attention. Confirmation via email and U.S. Mail is requested.

Sincerely,

Robyn Brown, P.E.  
Deputy Town Engineer  
Town of Mead  
[rbrown@townofmead.org](mailto:rbrown@townofmead.org)

cc: Mary Strutt, Director of Admin. Services / Town Treasurer (via email)  
Erika Rasmussen, Town Engineer (via email)  
Lee Merritt, Dir. of Land Development, PROSPER LAND (Colorado) (via email)