

OFFICIAL NOTICE AND AGENDA
TOWN OF BOW MAR, COLORADO
SPECIAL MEETING OF THE BOARD OF TRUSTEES
MONDAY, MARCH 18, 2024

The meeting will be held at the Columbine Valley Town Hall, 2 Middlefield Road, Columbine Valley, CO 80123.

Board Meeting The special meeting of the Board of Trustees of the Town of Bow Mar will begin at **6:00 p.m.** (Please note time)

**Call to Order,
Roll Call and
Pledge of Allegiance** Bryan Sperry, Mayor

Agenda Approve Agenda

Public Comment Speakers must sign in with Clerk
(comments must be limited to 3 minutes)

Consent Agenda Minutes of the Special Meetings Held on January 26, 2024 and January 29, 2024 (enclosures)
Treasurer's Report and Payments Approval – February 2024

**Commissioner's
Reports**

Public Safety	Ramsden, Cottrell (enclosure)
Finance	Dennis
Building	Carlson
Parks & Recreation	Hinton
Public Works	Peterson
Intergovernmental	Swanson

Attorney's Report Consider Resolution of Support of Ballot Issues 2A and 2B
(enclosure)

Clerk's Comments Next Meeting – Monday, April 15, 2024 – Confirm Quorum
Update on April Election

Mayor's Report

Old Business

1. Review and Consider Pocket Park Plans
2. Discussion of Roads Asset Management Plan and Consider Approval of Resolution (enclosure)

3. Review and Consider Approval of Public Safety Intergovernmental Agreement (enclosure)
4. Review and Consider Approval of Building Department/Administrative Services Safety Intergovernmental Agreement (enclosure)

New Business

1. Discussion and Consider Approval of IGA with Bow Mar Water & Sanitation District Regarding ARPA Funding (enclosure)
2. Discussion Regarding Proposed Updates to the Town's Right of Way Code (enclosure)

Acclamation

Trustees Marsha Dennis, Margo Ramsden and Andy Swanson:
Thank you for your years of service and dedication to the Town of Bow Mar

Adjournment

**TOWN OF BOW MAR, COLORADO
BOARD OF TRUSTEES
MINUTES OF THE SPECIAL MEETING HELD ON
FEBRUARY 26, 2024**

A special meeting of the Board of Trustees of the Town of Bow Mar, Colorado was held on Monday, February 26, 2024, at 7:00 p.m., at the Columbine Valley Town Hall, 2 Middlefield Road, Columbine Valley, Colorado.

Present:

Mayor:	Bryan Sperry
Mayor Pro Tem:	Marsha Dennis
Trustees:	Jane Carlson
	Margo Ramsden
	David Peterson
	Andy Swanson

Absent were Trustees Hinton and Peterson whose absences were excused.

Also in attendance were:

Ken Fellman and Wilson Scarbeary, Wilson Williams Fellman Dittman, Town Attorney
Bret Cottrell, Police Chief
Sue Blair and Kayla Blair, CRS of Colorado
Terry Weis, Town Inspector
Jim Chrisman, Resident
Mike Sullivan, Resident

Agenda: Upon motion duly made, seconded, and unanimously carried, the agenda was approved as presented.

Continued Public Hearing – Board of Adjustment: Trustee Dennis opened the continued public hearing at 7:05 p.m. Mr. Sullivan was present and addressed the Board regarding his requested variance for placement of a shed. There was not a quorum of the Board of Adjustment present. A special meeting was scheduled for Wednesday, February 28, 2024, at 7 p.m., at the residence of Trustee Dennis and the public hearing was continued to said meeting.

Consent Agenda: Upon motion duly made, seconded, and unanimously carried, the minutes were approved as presented, as well as the Treasurer's report.

Commissioners Reports:

Public Safety: Chief Cottrell reviewed the monthly report with the Board.

Finance: Trustee Dennis reports that as of January 31st, total revenue was 2% of the year-to-date budgeted amount while operating expenses were at 2%. General government was 1% of budget, public safety 8%, parks and rec 0%, and public works 0%.

Total year-to-date operating deficit is \$7,589 and the net non-recurring income (building permits/road impact fees less building inspection expense) of \$2,210 results in a total year-to-date deficit of \$5,379.

As always, in January, we did not collect any property tax or road mill funds. Other sources of revenue included specific ownership tax, highway user tax, interest, and Xcel franchise tax. The final payment on the Bow Mar Drive path was \$20,126.20. The funding was from the Jeffco open space money. All other expenses were as anticipated.

Building: Trustee Carlson referred the Board to the meeting packet containing her report. In January, the Town collected \$1,325.50 in permit fees, \$344.72 in transportation utility fees, and license fees totaling \$540.00, for a total collected of \$2,210.22. The building inspector was paid a total of \$2,835.00.

Public Works:

1. Mr. Miner, Mr. Fellman, Mr. Scarbeary and Trustee Peterson have been meeting to discuss the updating of CHAPTER 11 OF THE BOW MAR MUNICIPAL CODES CONCERNING THE TOWN'S RIGHT OF WAY CODE. They are proposing to add verbiage similar to that of surrounding municipalities addressing work to be done in public right of way easements. They are planning to have a final revised version for Board review and approval at the March meeting.
2. Trustee Peterson has directed Mr. Miner to assemble the RFP bid package for distribution for the 2024 Roads Project - which includes Sombrero, Longhorn and Skytrail. The Sombrero leg of the project will be scheduled in coordination with the replacement of the water line by Platte Valley Water on Sombrero.

Comment – As we await the upcoming election results regarding the future roads funding proposals, it is important to remember that 2024 “may” be the final year for any updates and/or possibly maintenance to the Town roads and drainage issues. If neither ballot proposal passes, the roads updating/replacement program passed in 2014 will not be able to be completed, and the annual maintenance for the improved roads will not be able to be accomplished. This will leave the Town in a precarious position regarding the condition and updating of the Town's roads, addressing any drainage issues and creating overall budget constraints. If something happens to one of our roads, (i.e. a major failure, or large pothole, etc) without the money for Public Works projects (Roads and Drainage) the money will have to be shifted from one of the other line items.

Intergovernmental: Trustee Swanson addressed the permit issue that has been ongoing with CenturyLink. Mr. Fellman answered by saying there is a permitting process in place. When the permit comes in, Trustee Swanson would like to have CenturyLink provide fiber to the entire Town, in lieu of just one section. Also, he spoke about the timing for the fence in Grant Ranch. The placement and material will be “like for like”. Grant Ranch is also going to be doing work on their side of the property to help ease the burden on the Town's side.

Attorney's Report: Mr. Fellman reported that since the last meeting, minor changes were made to the building code incorporated into Ordinance 340. Trustee Carlson noted that Mr. Weis has spent many hours on the edits to the code with Mr. Scarbeary making sure that the language is in proper order and was clearer. Mr. Scarbeary is producing a standard form on construction staging for Mr. Weis to hand out. Trustee Carlson thanked Mr. Scarbeary for getting the code together.

Clerk's Comment: Clerk Blair reported that the Tabor Notice was mailed on Monday and should be received by Wednesday. Also, she mentioned that ballots are scheduled to be mailed March 11th.

Mayor's Report: Mayor Sperry stated to the Board that through a series of public meetings and in consultation with three consulting engineering firms, we have taken a comprehensive look at the roadways for 2024 and beyond. The funding mechanisms in his opinion are an effective and fiscally responsible solution to repair/replace our roads as necessary and maintain them into the future. The studies provided by consulting engineers provide a comprehensive solution along with cost estimates to maintain our side streets and thoroughfares through a recurring 16-year maintenance cycle.

The approval for funding our roadways moving forward will be presented to our community on April 2, 2024, Town of Bow Mar municipal election ballot through two ballot initiatives, 2A and 2B. Ballot initiative 2A will authorize the incurrence of up to \$2.2 million of debt in the form of municipal bonds which will be utilized to repave all remaining side streets as well as main thoroughfares including Sheridan, Prospect and Bow Mar Drive. Ballot initiative 2B will provide the funding for these improvements as well as for necessary ongoing maintenance on an annual basis. Specifically, 2B will generate approximately \$465,000 per year starting in 2025, of which up to \$200,000 will secure the municipal bonds if 2A is passed, and the remainder will be available for annual maintenance. If only 2B is passed, then the town will continue on a "pay as you go" basis in 2025 and beyond.

This is not a tax increase. Instead, 2B renews the existing 10 mills that are currently assessed on an annual basis. Completing these roads as one project will allow for competitive pricing by increasing the size of the project and because of the increased size, it should be more attractive to additional bidders.

Without the passage of 2A and/or 2B by the voters of Bow Mar, there would not be necessary funding for the capital improvements and maintenance of our roads. In addition, the Town will face potential budget reductions of approximately \$465,000 per year beginning in 2025. This equates to a reduction of approximately 36% of the Town's entire revenue based on the Town's fiscal year 2024 budget. Future roadway improvements and repairs would be done on a patchwork basis due to lack of funding.

I believe that ballot measures 2A and 2B will provide a solution to our road issues for the long term and have been prepared in conjunction with the town engineer, traffic engineer, paving engineer, bond counsel, and the bond underwriter. This is our opportunity as a community to be proactive and implement a comprehensive solution to fund and maintain our 9.22-mile roadway network for decades to come.

New Business:

Review and Consider Approval of the Aztec Pocket Park Survey Proposal: Upon motion duly made, seconded, and unanimously carried, the contract was approved as presented.

Review and Consider Lifescapes OSA Contract: Upon motion duly made, seconded, and unanimously carried, the contract was approved as presented.

Review and Consider Gallegos Contract to Repair Sheridan Wall: Upon motion duly made, seconded, and unanimously carried, the contract was approved as presented.

Review Resolution for Public Safety IGA: Trustee Ramsden reported on the draft Public Safety IGA. The scope of work hasn't changed. There is a cost increase to cover all expenses identified by Columbine Valley. The Board will be asked to vote on the IGA at the March meeting. The term of the IGA has been extended to ten years.

Review and Consider Resolution Appointing the Design Review Board: The Board had a discussion on appointing the DRB members. After discussion, and upon motion duly made, seconded and unanimously carried, the Board appointed Scott Hardy, Jesse Adkins and Dan Crass to the DRB. There will be four positions available on the DRB in 2025, and applicants will be encouraged to reapply to serve.

Adjournment: There being no further business to come before the Board, the meeting was adjourned at 9:07 pm.

Bryan Sperry, Mayor

Sue Blair, Town Clerk

**TOWN OF BOW MAR, COLORADO
BOARD OF TRUSTEES
MINUTES OF THE SPECIAL MEETING HELD ON
FEBUARY 29, 2024**

A special meeting of the Board of Trustees of the Town of Bow Mar, Colorado was held on Monday, February 29, 2024, at 7:00 p.m., Trustee Dennis, 4690 Bow Mar Drive, Littleton, CO 80213.

Present:

Mayor Pro Tem:	Marsha Dennis
Trustees:	Leslie Hinton
	Margo Ramsden
	Andy Swanson

Agenda: Upon motion duly made, seconded, and unanimously carried, the agenda was approved as presented.

Continued Public Hearing – Board of Adjustment: For the record, this meeting was recorded. The Board reviewed the documents that were presented. Upon motion duly made, seconded, and unanimously carried, the variance for the shed to be located at 4633 Frontier Street was approved as presented. Mayor Pro Tem advised the owner of the approval.

Adjournment: There being no further business to come before the Board, the meeting was adjourned.

Marsha Dennis, Mayor Pro Tem

Sue Blair, Town Clerk



Columbine Valley Police Department

Serving Bow Mar

2 Middlefield Rd. Columbine Valley, Colorado 80123

www.columbinevalley.org

(303) 795-1434 Fax (303) 795-7325

Columbine Valley P.D. Monthly Report For March 2024

Full Time Positions	6 of 6
Part Time Positions	4 of 4
Regular hours	1006
OT hours worked	27
Off Duty	0
PTO	51

February 2024 Violations

Charges For the Date Range 2/1/2024 Thru 2/29/2024

Qty	Charge
5	703(3) FAIL TO STOP AT A STOP SIGN:
5	1101(2)(H) SPEEDING 10 - 19 MPH OVER:
1	1402(1) CARELESS DRIVING:
11	Total Number of Violations Issued

Case Number	Event Date	Situation Reported
CV24-0000018	02/06/2024 03:05:22 PM	PROPERTY ACCIDENT IP
CV24-0000019	02/08/2024 04:56:57 AM	TRAFFIC ARREST IP
CV24-0000020	02/13/2024 06:18:50 PM	Identity Theft
CV24-0000021	02/14/2024 07:34:12 PM	SUICIDE THREAT IP
CV24-0000022	02/16/2024 03:26:08 PM	Theft from Motor Vehicle
CV24-0000023	02/16/2024 06:32:18 PM	MEDICAL IP
CV24-0000024	02/17/2024 12:39:15 PM	Harassment
CV24-0000025	02/20/2024 03:15:44 AM	TRAFFIC ARREST IP
CV24-0000026	02/24/2024 01:47:52 PM	ANIMAL CALL IP*
CV24-0000027	02/26/2024 10:10:26 AM	MENACING IP
CV24-0000028	02/27/2024 02:06:17 PM	FOLLOW UP IP*
CV24-0000029	02/27/2024 05:07:24 PM	DEAD ON ARRIVAL IP
CV24-0000030	02/28/2024 01:33:37 PM	Fraud
CV24-0000031	02/29/2024 04:25:35 PM	Theft from Motor Vehicle

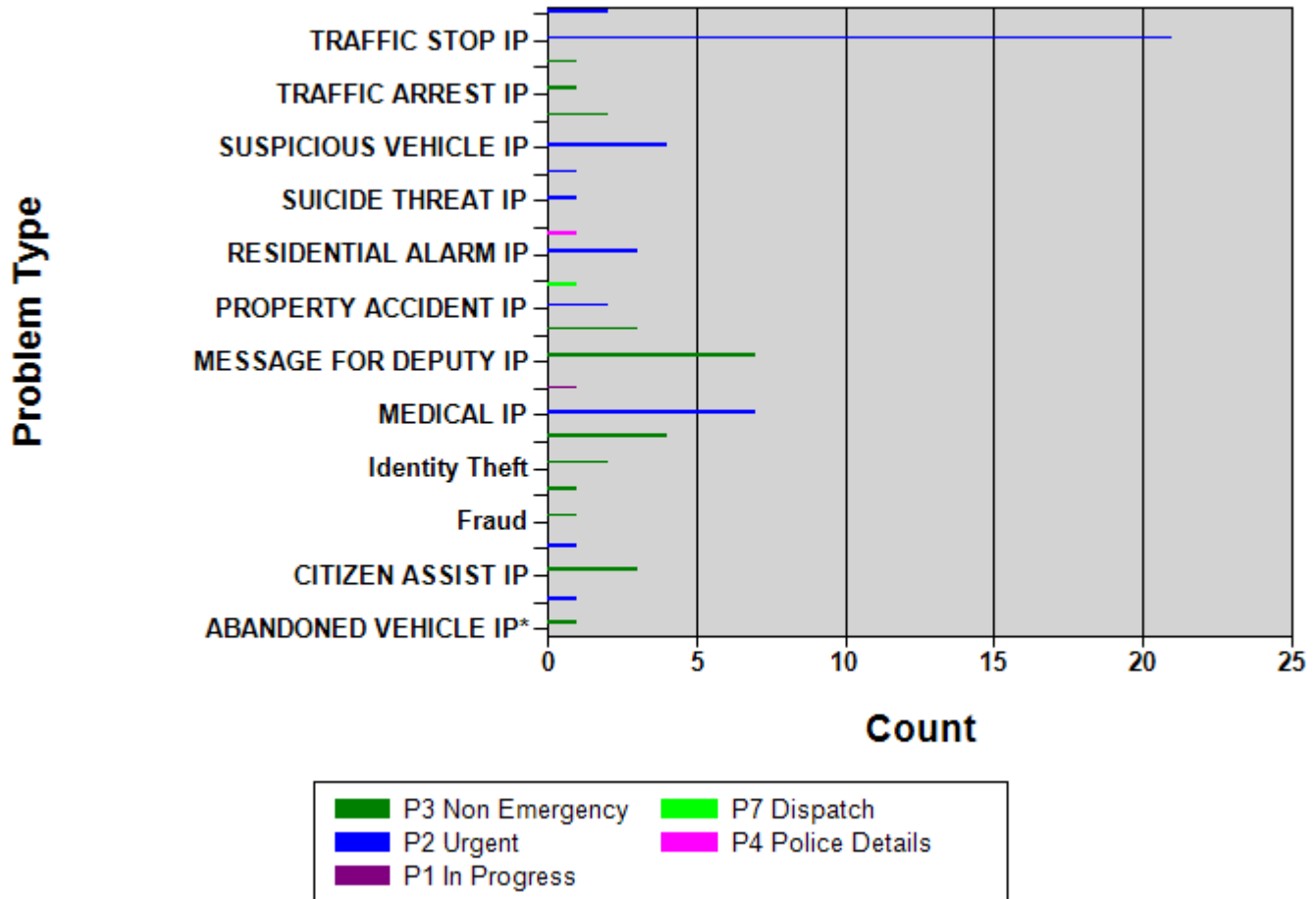
Problem Type Summary

11:10 AM 3/13/2024

Data Source: Data Warehouse

Agency:	ACSO
Division:	Bow Mar, Bow Mar Inactive Personnel, Columbine Valley, Columbine Valley Inactive Pers
Day Range:	Date From 2/1/2024 To 2/29/2024
Exclusion:	<ul style="list-style-type: none"> • Calls canceled before first unit assigned • Calls canceled before first unit at scene

Select a format [Excel](#) [Acrobat \(PDF\) file](#) [Export](#)



Priority	Description
1	P1 In Progress
2	P2 Urgent
3	P3 Non Emergency
4	P4 Police Details
5	P5 On View
6	P6 Phone
7	P7 Dispatch
8	P8 CAD Test Record
9	P9 Call on Hold

Problem Type	Priority									Total
	1	2	3	4	5	6	7	8	9	
911 HANGUP IP										

ABANDONED VEHICLE IP*			<u>1</u>						<u>1</u>
ACCIDENT ALERT IP									
ANIMAL CALL IP*		<u>1</u>							<u>1</u>
Assault									
ASSIST TO OTHER AGENCY IP									
Auto Theft									
AUTO THEFT IP									
Burglary									
Burglary Attempt									
BURGLARY ATTEMPT IP									
BURGLARY IP									
BUSINESS ALARM IP									
BUSINESS CHECK IP*									
CANCEL RUNAWAY IP									
Child Abuse									
CHILD ABUSE IP									
CITIZEN ASSIST IP			<u>3</u>						<u>3</u>
CODE ENFORCEMENT IP*									
Criminal Impersonation									
CRIMINAL IMPERSONATION IP									
Criminal Mischief									
CRIMINAL MISCHIEF IP									
Criminal Tampering									
CRIMINAL TAMPERING IP									
DEAD ON ARRIVAL IP		<u>1</u>							<u>1</u>
Disturbance Physical									
DISTURBANCE PHYSICAL IP									
Disturbance Verbal									
DISTURBANCE VERBAL IP									
Domestic Violence Physical									
DOMESTIC VIOLENCE PHYSICAL IP									
Domestic Violence Verbal									
DOMESTIC VIOLENCE VERBAL IP									
Drug Violation									
DRUG VIOLATION IP									
DRUNK SUBJECT IP									
DUI IP									
Elder Abuse									
ELDER ABUSE IP									
FIREWORKS IP									
FOUND PERSON IP									
FOUND PROPERTY IP*									
Fraud			<u>1</u>						<u>1</u>
FRAUD IP									
Harassment			<u>1</u>						<u>1</u>
HARASSMENT IP									
Hate Crime									
HATE CRIME IP									
HOME CHECK IP*									
Identity Theft			<u>2</u>						<u>2</u>
IDENTITY THEFT IP									
IMPOUNDED VEHICLE IP									
INFORMATION IP			<u>4</u>						<u>4</u>
Injury Accident									
INJURY ACCIDENT IP									
INTIMIDATING A WITNESS IP									
KEEP THE PEACE IP*									
LIQUOR VIOLATION IP									
LOUD NOISE COMPLAINT IP									
MEDICAL IP		<u>7</u>							<u>7</u>
Menacing									
MENACING IP	<u>1</u>								<u>1</u>

MENTAL SUBJECT IP										
MESSAGE FOR DEPUTY IP			<u>7</u>							<u>7</u>
MISSING CHILD IP										
Missing Person										
MISSING PERSON IP										
OBSTRUCTION IP										
ODOR INVESTIGATION IP										
OPEN DOOR IP*			<u>3</u>							<u>3</u>
OVERSIZED VEHICLE IP*										
PARKING COMPLAINT IP*										
POSS SHOTS FIRED IP										
Property Accident										
PROPERTY ACCIDENT IP		<u>2</u>								<u>2</u>
PUFFING VEHICLE IP*										
RECOVERED STOLEN PROPERTY IP										
RECOVERED STOLEN VEHICLE IP										
REDI REPORT IP						<u>1</u>				<u>1</u>
REPOSSESSED VEHICLE IP										
RESIDENTIAL ALARM IP		<u>3</u>								<u>3</u>
Restraining Order Vio										
RESTRAINING ORDER VIO IP										
Robbery										
ROBBERY IP										
Runaway										
RUNAWAY IP										
SAFE 2 TELL										
SELECTIVE ENFORCEMENT IP*				<u>1</u>						<u>1</u>
Sex Assault										
SEX ASSAULT IP										
Sex Crime										
SEX CRIME IP										
Shots Fired										
SHOTS FIRED IP										
Suicide Attempt										
SUICIDE ATTEMPT IP										
SUICIDE COMPLETED IP										
SUICIDE THREAT IP		<u>1</u>								<u>1</u>
SUSPICIOUS CIRCUMSTANCE IP										
SUSPICIOUS PERSON IP		<u>1</u>								<u>1</u>
SUSPICIOUS VEHICLE IP		<u>4</u>								<u>4</u>
Theft										
Theft from Motor Vehicle			<u>2</u>							<u>2</u>
THEFT FROM MOTOR VEHICLE IP										
THEFT IP										
TRAFFIC ARREST IP			<u>1</u>							<u>1</u>
Traffic Complaint										
TRAFFIC COMPLAINT IP			<u>1</u>							<u>1</u>
TRAFFIC OBSTRUCTION IP										
TRAFFIC STOP IP		<u>21</u>								<u>21</u>
TRANSPORT IP										
Trespass to Property										
TRESPASS TO PROPERTY IP										
Trespass to Vehicle										
TRESPASS TO VEHICLE IP										
UNKNOWN INJURY ACCIDENT IP										
UNLAWFUL ACTS IP										
UNWANTED SUBJECT IP										
VEHICLE LOCKOUT IP										
WARRANT ARREST IP										
WARRANT PICKUP IP										
Weapons Violation										
WEAPONS VIOLATION IP										

WELFARE CHECK IP		<u>2</u>								<u>2</u>
ZZ Animal Call										
ZZ Suspicious Person										
ZZ Suspicious Vehicle										
ZZ Unwanted Subject										
ZZ ZONING IP										
Total	<u>1</u>	<u>43</u>	<u>26</u>	<u>1</u>			<u>1</u>			<u>72</u>

Bow Mar Calls For Service

ncident	Case Numbers	Units	Problem	Address	Response Date	Notes
BM2024-0000030		406	SUSPICIOUS VEHICLE IP	Sombrero / Bow Mar Dr	2/3/2024 21:14	Veh. Slid off road
BM2024-0000031		410	SUSPICIOUS VEHICLE IP	5380 SOMBRERO	2/4/2024 18:13	Stuck in driveway
BM2024-0000032	CV24-0000018	405	PROPERTY ACCIDENT IP	5275 Sunset Dr	2/6/2024 15:05	
BM2024-0000033		RESC	MEDICAL IP		2/6/2024 15:38	
BM2024-0000034		RESC	MEDICAL IP		2/8/2024 13:27	
BM2024-0000035		406	RESIDENTIAL ALARM IP	5040 Aspen Dr	2/10/2024 3:02	
BM2024-0000036		401	MESSAGE FOR DEPUTY IP	Bow Mar Dr / Lakeshore Dr	2/13/2024 13:44	
BM2024-0000038	CV24-0000021, SH2400532	221, 240, 405, 407, 811 812	SUICIDE THREAT IP		2/14/2024 19:34	
BM2024-0000040		402	MESSAGE FOR DEPUTY IP	4650 Frontier St	2/14/2024 21:14	
BM2024-0000041		405, 410	FOLLOW UP IP*	5030 Aspen Dr	2/15/2024 14:38	
BM2024-0000042	CV24-0000022	410	Theft from Motor Vehicle	5201 Aspen Dr	2/16/2024 15:26	construction site
BM2024-0000044		RESC	MEDICAL IP		2/21/2024 10:50	
BM2024-0000047		406	ASSIST TO OTHER AGENCY IP	5390 LAKESHORE DR	2/22/2024 21:04	
BM2024-0000048	CV24-0000027	401, 405	MENACING IP	4900 Larkspur St	2/26/2024 10:10	
BM2024-0000049		405	INCREASE PATROL IP*	4900 Larkspur St	2/26/2024 13:49	
CV2024-0000128		404	TRAFFIC STOP IP	BOW MAR DR / LAKESHORE DR	2/11/2024 7:47	
CV2024-0000129		404	TRAFFIC STOP IP	4900 BOW MAR DR	2/11/2024 8:03	
CV2024-0000130		403	TRAFFIC STOP IP	W WAGONTRAIL RD / S SHERIDAN BLVD	2/11/2024 16:07	
CV2024-0000152		404	TRAFFIC STOP IP	5201 BOW MAR DR	2/17/2024 19:15	
CV2024-0000174		404	TRAFFIC STOP IP	5010 BOW MAR DR	2/25/2024 9:26	
CV2024-0000189		403	TRAFFIC STOP IP	BOW MAR DR / LAKESHORE DR	2/28/2024 21:59	

TOWN OF BOW MAR, COLORADO
RESOLUTION 2024-06

**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF BOW MAR,
COLORADO EXPRESSING SUPPORT OF BALLOT ISSUES 2A AND 2B
CONCERNING A TAX LEVY TO FUND THE CONSTRUCTION, MAINTENANCE,
AND REPAIR OF PUBLIC STREETS WITHIN THE TOWN OF BOW MAR**

WHEREAS, at the upcoming independent mail ballot election on April 2, 2024, the registered electors for the Town of Bow Mar (the “Town”) shall vote on Ballot Issue 2A, authorizing the issuance of debt, and the repayment of the same, for the purpose of providing improvements and conducting maintenance to public streets within the Town;

WHEREAS, at same election, the registered electors for the Town shall vote on Ballot Issue 2B, authorizing the extension of the Town’s existing mill levy set to expire on December 31, 2024, for the purpose of providing improvements and conducting maintenance to public streets within the Town;

WHEREAS, pursuant to C.R.S. § 1-45-117, the Town and its Board of Trustees (the “Board”) wishes to take a position of advocacy in support of Ballot Issues 2A and 2B;

WHEREAS, the Board recognizes that there is a need to continue generating revenue for the Town to provide for the construction, maintenance, and repair of public streets within the Town and to use that funding to additionally support the issuance of bonds to create additional funding to allow the Town to significantly reduce the time in which it can undertake these improvements to public streets, and at present day costs in order to save money if the improvements are put off to future dates;

WHEREAS, Ballot Issue 2A would authorize an increase in debt owed by the Town of not more than two million two hundred thousand dollars (\$2,200,000) with a repayment cost of not more than four million three hundred thousand dollars (\$4,300,000), and additionally authorize the issuance of bonds or other multiple fiscal year obligations for the purpose of providing improvements to public streets within the Town;

WHEREAS, Ballot Issue 2B would extend the Town’s existing mill levy of 10 mills, which is set to expire on December 31, 2024, for the purpose of providing maintenance and improvements to public streets within the Town, and to provide a revenue stream to support any debt authorized pursuant to Ballot Issue 2A; and

WHEREAS, the Board encourages the Town’s registered electors to support Ballot Issues 2A and 2B at the upcoming independent mail ballot election on April 2, 2024.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF BOW MAR as follows:

Section 1. The above recitals are incorporated herein by reference.

Section 2. The Board hereby formally endorses and supports Ballot Issues 2A and 2B.

ADOPTED this 18th day of March 2024.

TOWN OF BOW MAR, COLORADO

By: _____

Bryan Sperry, Mayor

ATTEST:

Sue Blair, Town Clerk

TOWN OF BOW MAR, COLORADO
RESOLUTION 2024- 07

**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF BOW MAR,
COLORADO APPROVING A ROADS ASSET MANAGEMENT PLAN**

WHEREAS, in 2014 the registered electors for the Town of Bow Mar, Colorado (the “Town”) approved a ten (10) year mill levy for the purpose of funding road improvements;

WHEREAS, since 2014, the revenue generated by the voter-approved mill levy has been used to fund the repair and improvement of the Town’s road assets;

WHEREAS, the Town, in consultation with Town staff, the Town Engineer, and other outside consultants, has prepared a Roads Asset Management Plan, attached hereto and incorporated herein by this reference as **Exhibit A** (the “Roads Plan”);

WHEREAS, the Roads Plan details the findings of the Town Engineer on the progress made since 2014 in improving the Town’s roads;

WHEREAS, the Roads Plan identifies main arterials, side streets, and other areas that are still in need of improvement or repair;

WHEREAS, the Roads Plan details the recommendations from the Town Engineer and outside consultants regarding traffic calming measures that may be utilized to reduce cut-through traffic, reduce the impact on the Town’s roadways, and promote public safety;

WHEREAS, the Roads Plan proposes maintenance guidelines and additional work that could be undertaken to extend the life of the improvements made to the Town’s road assets;

WHEREAS, the Roads Plan outlines the cost estimates for all of the above-mentioned recommendations to be implemented; and

WHEREAS, the Board of Trustees (the “Board”) for the Town wishes to adopt the Roads Plan as the guiding document for future maintenance and improvements of the Town’s road assets.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF BOW MAR as follows:

Section 1. The above recitals are incorporated herein by reference.

Section 2. The Board hereby formally adopts the Roads Plan attached hereto as Exhibit A.

ADOPTED this 18th day of March 2024.

TOWN OF BOW MAR, COLORADO

By: _____

Bryan Sperry, Mayor

ATTEST:

Sue Blair, Town Clerk

Roads Asset Management Plan

February 2024



5395 Lakeshore Drive
Bow Mar, CO 80123

Phone 303-795-2063

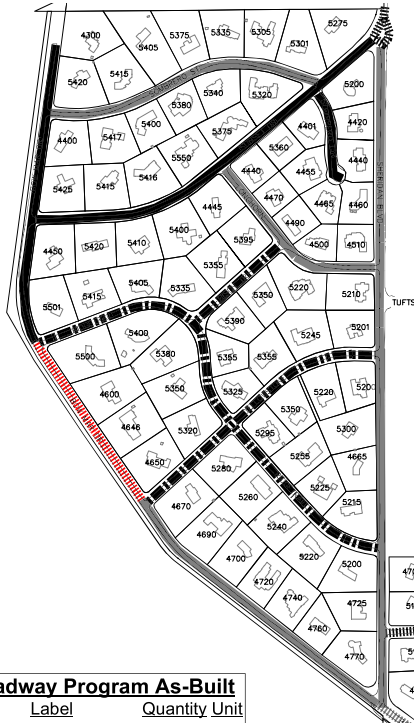
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- Main Arterial Paving
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- Pavement Maintenance Guidelines
- Proposed Funding for the Roads Asset Management Plan

An Inventory of Bow Mar's Roads

Beginning in the summer of 2023, the Town of Bow Mar ("Town") began a comprehensive analysis of the existing roadways, including techniques used to replace and maintain pavement throughout the Town to date. Miner & Company Ltd was engaged to create an overview of each road and the type of pavement that had been used, including the year of reconstruction or overlay. In addition to the type of roadway reconstruction implemented since 2014, the Town asked Miner & Company to also provide the number of lineal feet of each section of road within the community. The roadway pavement history compiled from 2014 by Miner & Company provides a base of information for which a future paving and maintenance plan has been created. The following exhibit provides the findings provided by Miner & Company for both the total lineal footage of road, pavement rehabilitation technique used, along with the identification of future roadway reconstructions not completed under the voter approved 2014 roadway plan.





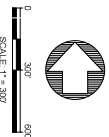
Maintenance Activity	Frequency (Years)
Reconstruct	0
Crack Fill	4
Slurry Seal	8
Mill & Overlay	16

2023.12 Roadway Program As-Built

Year	Label	Quantity	Unit
2015	Homestead	1,491	ft
2015	Homestead	461	ft
2015	Prospect Dr	682	ft
2015	Sheridan - N Entry	360	ft
2016	Bow Mar Dr	1,457	ft
2016	Bow Mar Dr	926	ft
2016	Lakeshore Dr	432	ft
2016	Lakeshore Dr	957	ft
2017	Lakeshore Dr	993	ft
2017	Wagontrail Rd	1,801	ft
2017	Wagontrail Rd	688	ft
2018	Larkspur Dr	1,203	ft
2018	Pinyon Dr	462	ft
2018	Redwood Dr	916	ft
2019	Beach Rd	381	ft
2019	Frontier St	1,108	ft
2019	Lakeshore Dr	237	ft
2019	Sombrero Cir	453	ft
2019	Sunset Dr	1,914	ft
2020	Lakeshore Dr	2,779	ft
2021	Bison Trail	545	ft
2021	Ridge Trail	2,259	ft
2021	Yellowstone St	1,357	ft
2022	Aspen Dr	2,144	ft
2022	Berry Ave	822	ft
2023	Juniper St	2,415	ft
2024	Longhorn Dr	940	ft
2024	Pinyon Dr	647	ft
2024	Sky Trail Dr	1,073	ft
2024	Sombrero St	1,353	ft
Future	Bow Mar Dr	1,513	ft
Future	Lakeshore Dr	419	ft
Future	Pinyon Dr	821	ft
Future	Prospect Dr	497	ft
Other	Bow Mar Dr	5,503	ft
Other	Prospect Dr	1,401	ft
Other	Sheridan Blvd	3,192	ft

Legend

- As-built Overlay
- As-built Reconstruct
- As-built FDR Reconstruct
- Future Program Reconstruct
- Add'l Collector Reconstruct
- Add'l Collector Resurface
- Maintenance Reconstruct



DESIGNED BY:	TOWN OF BOW MAR
DESIGNED BY:	MAP EXHIBIT
DESIGNED BY:	BOW MAR, COLORADO
DESIGNED BY:	---
DESIGNED BY:	TOWN OF BOW MAR

MINER
& Company, Ltd.

NO.	DESCRIPTION	DATE	BY
1			
2			
3			
4			
5			

Citizen Approved Funding in 2014 - Expiring in 2024

Ten years ago, the then current Bow Mar trustees presented a ballot option to residents to provide for a “pay as you go” road improvement program for 10 years. The ballot initiative was passed by the citizens of Bow Mar and 10 mills were assessed as part of property taxes to pay for an annual road rehabilitation program. The 10 mills will provide approximately \$465,000 to be used for road repair in 2024. 2024 is also the last year of the program before it sunsets later this year on December 31st. Property valuations can go both up and down and as a result, the annual funding for the road program based on the 2014 ballot initiative has varied by year since initiation.

Over the past 10 years, the trustees have used the bulk of the funding to do as much road rehabilitation and paving as possible. The 2014 streets rehabilitation program has been successful in achieving the pavement and rehabilitation of many of our Town’s roads. Despite the success of the last ten years, more work needs to be done but revenue for that work will expire this year.



Side Street Paving

Currently, the following side streets that are still in need of rehabilitation and paving are as follows:

- Bow Mar Drive from Yellowstone to Sheridan
- Prospect from Homestead to Wagon Trail
- Lakeshore from Pinyon to Redwood
- Longhorn from Sunset to Sheridan
- Pinyon from Lakeshore to Juniper
- Sky Trail
- Sombrero from Bow Mar Drive to Sunset

Remaining main arterials, requiring rehabilitation and paving are as follows:

- Sheridan Boulevard from the town entrance to Bow Mar Drive
- Bow Mar Drive from Sheridan to the Berry curve.
- Prospect from Bow Mar Drive to Bellevue

In 2024, the Town has budgeted approximately \$465,000 received from the final year of the 10-year, 10 mill road program for road rehabilitation and paving. This is projected to provide new paving of Sombrero, Longhorn, and potentially Sky Trail depending on final bids received by contractors later this year. Without a new funding source in 2025, the main arterials along with Bow Mar Drive from Yellowstone to Sheridan, Prospect from Homestead to Wagon Trail, and Pinyon from Lakeshore to Juniper will remain unpaved and unrehabilitated. A detailed map of the remaining roads requiring pavement has been provided by Miner & Company are outlined below. Per lineal foot estimated pavement costs are based on 2023 actual paving costs incurred by the Town and have been used to estimate the future road costs for the remaining roads not completed under the 2014 program.

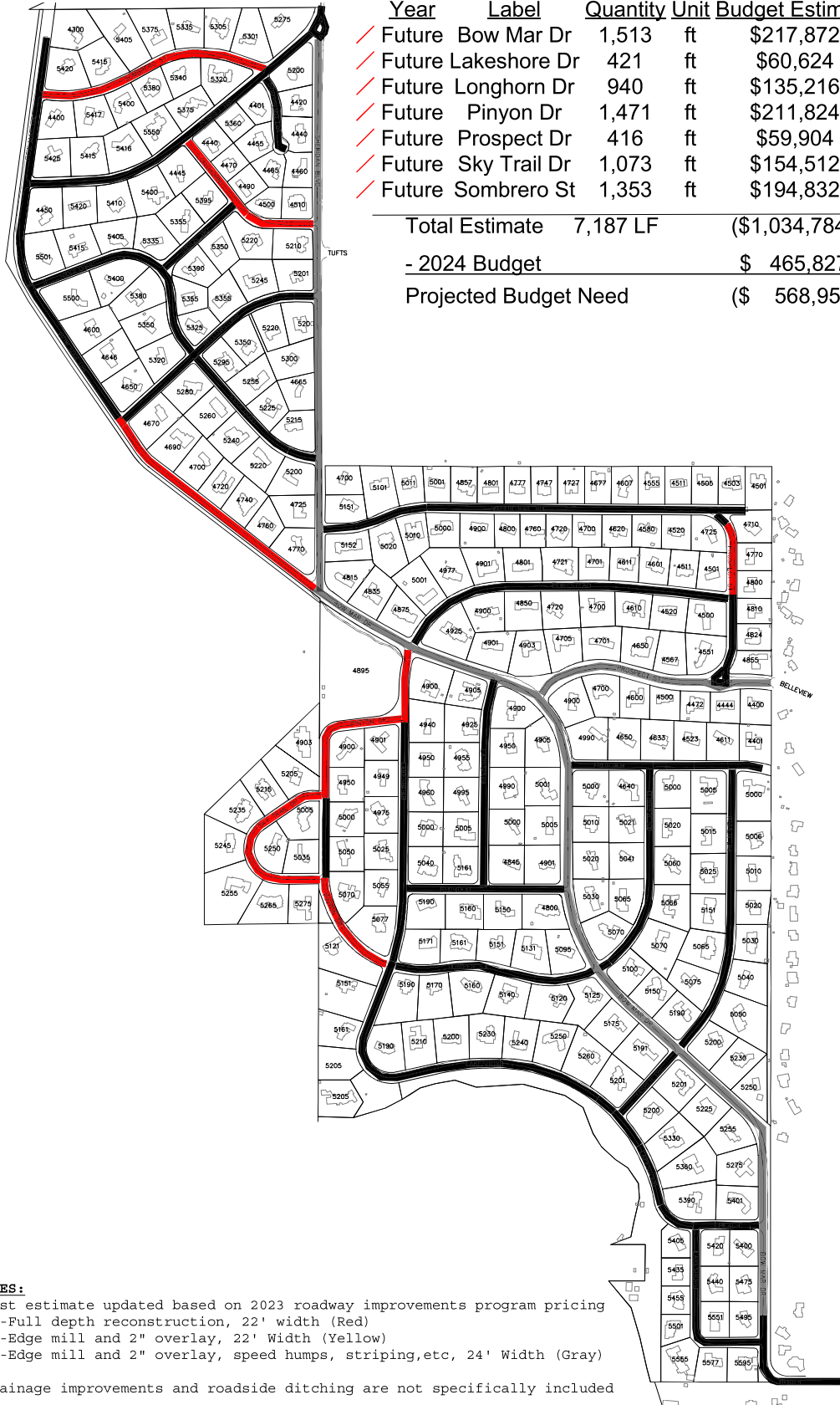
2023.12 Roadway Program Status Update

Year	Label	Quantity	Unit	Budget Estimate
Future	Bow Mar Dr	1,513	ft	\$217,872
Future	Lakeshore Dr	421	ft	\$60,624
Future	Longhorn Dr	940	ft	\$135,216
Future	Pinyon Dr	1,471	ft	\$211,824
Future	Prospect Dr	416	ft	\$59,904
Future	Sky Trail Dr	1,073	ft	\$154,512
Future	Sombrero St	1,353	ft	\$194,832

Total Estimate 7,187 LF (\$1,034,784)

- 2024 Budget \$ 465,827

Projected Budget Need (\$ 568,957)



NOTES:

- *Cost estimate updated based on 2023 roadway improvements program pricing
- Full depth reconstruction, 22' width (Red)
- Edge mill and 2" overlay, 22' Width (Yellow)
- Edge mill and 2" overlay, speed humps, striping,etc, 24' Width (Gray)

*Drainage improvements and roadside ditching are not specifically included

*Included as Future Local Areas, omitted from original program plan
Pinyon: Sky Trail to Lakeshore, near tennis courts
Prospect: Wagon Trail to Homestead

*Other Areas(Gray) omitted from original program plan:
Sheridan, Bow Mar Drive east of Sheridan, and Prospect from BMD to Bellevue

0
300
600
SCALE: 1" = 300'



TOWN OF BOW MAR
MAP EXHIBIT
BOW MAR, COLORADO

MINER
& Company, Ltd.

REVISIONS			
NO.	DESCRIPTION	DATE	BY
1			
2			
3			
4			
5			

72 HOURS BEFORE YOU DO CALL THE UTILITY NOTIFICATION CENTER OF COLORADO (800.440.811)
811

Page 25 of 98

SCALE VERIFICATION

Main Arterial Paving

In addition to the remaining uncompleted and unrehabilitated side streets contemplated under the 2014 roadway plan and funded by a 10-mill assessment approved by the voters, are the major arterials of Sheridan from the Town entrance to Bow Mar Drive, Bow Mar Drive from Sheridan to the Berry curve, and Prospect from Bow Mar Drive to the Bellevue entrance. Conditions on these roadways continue to deteriorate, including the regular presence of potholes and alligatored pavement. Lineal footage calculations, and estimated cost for the pavement and rehabilitation of the major arterials is as follows:

Proposed Scope Label Measurement Unit Estimate

1- Reconstruct Sheridan Blvd 3,192 ft - \$510,720

2- Overlay Bow Mar Dr 5,503 ft - \$412,725

3- Overlay Prospect Dr 1,401 ft - \$105,150

Total Main Arterial Paving Projections - \$1,028,595



Traffic Calming

Throughout the years, as Bow Mar's roadways have been maintained and paved, a variety of traffic calming measures have been periodically used to reduce cut through traffic. As the roadways have changed, some traffic calming measures in place are no longer even useful. For example, Bow Mar Drive currently has several speed bumps located at stop signs. Additional speed bumps have been placed periodically on the main arterials, but without an overall comprehensive plan. The entrance circle at Belleview lends itself to cut through traffic on Prospect leading to Wagon Trail. Sunset is also used as a cut through road to avoid existing traffic calming measures and speed enforcement activity on Sheridan. To create a uniform and more effective traffic calming approach to cut through traffic, the Town engaged David Evans and Associates to provide an analysis along with recommendations for more effective traffic calming within the community, including the main arterials. The Town also engaged Miner & Company to provide budget estimates for implementing the proposed traffic calming measures provided by David Evans and Associates. Miner & Company provided a budget of \$459,810 to implement the traffic calming measures recommended by David Evans & Associates. This number is contingent upon performing the traffic calming measures at the same time as the rehabilitation and repavement of the major arterials (i.e. Sheridan, Bow Mar Drive and Prospect). The complete report by David Evans and Associates provided to the Town is attached hereto.



DAVID EVANS
AND ASSOCIATES INC.

MEMORANDUM

DATE: February 19, 2024

TO: Mayor Bryan Sperry; David Peterson, Public Works

FROM: Stacy Tschuor, PE, PTOE; Hannah Polow, AICP

SUBJECT: Recommendations for Improvements

PROJECT: Bow Mar Traffic Calming and Multimodal Improvements

CC: Jason Minor, PE, CPC

Introduction

David Evans and Associates, Inc. (DEA) has worked with the Town of Bow Mar to provide traffic engineering and transportation design services since 2019. DEA completed the *Bow Mar Traffic Study Final Project Report* in November 2019, which summarized the evaluation of cut-through traffic and potential mitigation measures, with concepts for several traffic mitigation measures. In 2022, DEA provided final design plans for the West Berry Avenue Improvements project.

The Town of Bow Mar staff contacted DEA in January 2024 to provide review of existing traffic calming treatments and an evaluation of potential new treatments that could be installed to address speeding issues and reduce cut-through traffic volumes, as well as identification of potential multimodal improvements for the main arterial roadways. This memorandum describes the recommendations for traffic calming and multimodal improvements along key roadways in Bow Mar. Bow Mar and DEA staff collaborated to identify and evaluate potential improvements.

The potential traffic calming and multimodal improvements are typical treatments from neighborhood traffic programs and the evaluation is supported by traffic engineering and transportation planning experience with various jurisdictions in the Denver metropolitan area. The identified recommendations are based on information about existing conditions, operations, and circulation provided by Town staff. Further information may be necessary as part of a design process, including traffic counts, topographic survey, and community engagement.

Traffic Calming

Bow Mar experiences non-resident, cut-through traffic primarily on the route of Sheridan Boulevard, Bow Mar Drive, and Prospect Street. As they cut-through the neighborhood, these drivers tend to travel substantially over the speed limit, creating safety concerns. The Town recently instituted a 20-mile per hour (mph) speed limit on all roadways, to help deter speeding and improve safety for neighborhood residents.

Traffic calming treatments are designed to slow drivers with small diversions, obstacles, and/or narrowed areas in the roadway travel path. The introduction of these treatments along routes also discourages cut-through traffic, as drivers lose the perception of time savings. Although not

guaranteed to slow drivers or reduce cut-through traffic, the treatments considered here have been studied and utilized by local agencies for many years with varied success.

Potential Treatments

The following traffic calming treatments were initially considered for installation on Sheridan Boulevard, Bow Mar Drive, and Prospect Street. Traffic calming treatments were also considered on Bow Mar Drive/Sunset Drive and Wagontrail Road, because they are possible alternate routes taken by drivers to avoid the treatments on the main cut-through route.

Chicane

A chicane is a series of raised curbed areas on the edge of travel lanes that shift and narrow travel lanes, requiring drivers to steer around a curved area at a slower speed, as opposed to going straight through on a roadway. The visual narrowing and curves also convey the roadway is a local, slow-speed road.



Traffic Circle



A traffic circle consists of a raised curb area installed in the middle of an intersection that requires drivers to travel around the obstruction as they enter the intersection. This is similar to the concept of a roundabout, but with a smaller footprint and slower speeds, as appropriate for neighborhood intersections.

Corner Bulb-out or Corner Extension

Bulb-outs extend corners of an intersection to narrow the roadway width at the intersection approach and reduce the radii of the intersection corners, reducing the speed of turning drivers. These corner extensions may also help delineate the preferred vehicular movements at the intersection.



Speed Bump



Speed bumps are additional asphalt with a substantial vertical deflection (i.e., a bump) installed across the width of the roadway that forces drivers to slow down to travel over. Speed bumps are generally installed in series along a roadway. Studies have shown that speed bumps installed at spacings of 260 to 600 feet provide optimal speed reduction along the length of a roadway.

Raised Pedestrian Crossing

A raised pedestrian crossing is a vertical deflection (i.e., a bump) at a striped pedestrian crossing location that forces drivers to slow down to travel over. The crosswalk is striped across the flattened top of the raised area. The raised crossing provides additional warning to drivers of the potential presence of pedestrians and bicyclists and also improves visibility of pedestrians and bicyclists crossing the roadway.



Pinch Point



A pinch point is a series of two curbed areas on the edge of travel lanes that narrow the usable travel width to only allow for one-way traffic. This slows drivers to navigate the one-way section and also may convey the roadway is a local, slow-speed road.

Traffic Diverter

A traffic diverter is a series of curbed islands in the middle of the roadway at an intersection that force or prohibit certain traffic movements, such as forcing all traffic to make a right turn or prohibition of left turns. The limitation of certain movements eliminates cut-through traffic, but also impacts access for neighborhood residents.



Recommendations

The following tables provide recommendations for existing and/or new traffic calming treatments on the primary cut-through routes of Sheridan Boulevard, Bow Mar Drive, and Prospect Street, as well as the potential secondary cut-through routes of Bow mar Drive/Sunset Drive, and Wagontrail Road. The tables summarize the recommendations by roadway section and intersections.

Recommended Traffic Calming Treatments -Sheridan Boulevard

Location along Sheridan Blvd	Recommendation	Notes
North of traffic circle with Sunset Dr (entering town)	Speed limit sign - southbound Sheridan Blvd	Identifies 20-mph speed limit through town
South of traffic circle with Sunset Dr	Replace existing speed bump	Existing speed bump effective in slowing traffic
Between Sunset Dr and Longhorn	Add speed bump	Slows traffic with speed bumps at approximately 500-foot spacing
Between Yellowstone and Ridge Trail	Replace existing speed bump	Existing speed bump effective in slowing traffic
Between Wagontrail Rd and Bow Mar Dr	Replace existing speed bump	Existing speed bump effective in slowing traffic
Sheridan Boulevard and Bow Mar Drive Intersection	Corner extension on northeast corner to realign intersection and tighten radii	Realigning the intersection will slow speeds for westbound right turn southbound left turn and encourage full stops at stop signs
	Raised crosswalk across west leg	Raised crosswalk will slow traffic and connect pedestrians to path along south side of Bow Mar Drive
	Chicane	Locate between Sheridan Blvd and first driveway as a visual cut-through deterrent for westbound traffic

Recommended Traffic Calming Treatments -Bow Mar Drive East of Sheridan Boulevard

Location along Bow Mar Dr	Recommendation	Notes
Bow Mar Drive and Lakeshore/Homestead Intersection	Raised crosswalk across west leg	Raised crosswalk will slow traffic and increase visibility and warning of pedestrians at school bus stops with connection to path
Between Lakeshore/Homestead and Larkspur	Replace existing speed bump	Existing speed bump effective in slowing traffic
Bow Mar Drive and Prospect Street	Remove speed bumps on north and south legs of intersection	Intersection is already stop controlled and speed bump may interfere with stop compliance
Bow Mar Dr and Beach Rd	Remove speed bumps on south leg of intersection	Intersection is already stop controlled and speed bump may interfere with stop compliance

Recommended Traffic Calming Treatments - Prospect Street East of Bow Mar Drive

Location along Prospect St	Recommendation	Notes
East of intersection with Bow Mar Drive	Replace existing speed bump	Existing speed bump effective in slowing traffic
West of traffic circle	Replace existing speed bump	Existing speed bump effective in slowing traffic
East of traffic circle	Add speed bump	Slows traffic entering town
Prospect Street and Belleview Drive Intersection (existing traffic circle)	Corner extension on northeast corner to realign intersection and tighten radii (with removal of median on east leg)	Realigning the intersection will slow speeds and discourage right turn to Wagontrail Rd for unfamiliar drivers
	Chicane	Locate on Prospect St north of existing traffic circle as a visual cut-through deterrent

Recommended Traffic Calming Treatments - Bow Mar Drive and Sunset Drive West of Sheridan Boulevard

Location along Bow Mar Dr/Sunset Dr	Recommendation	Notes
Bow Mar Dr between Sheridan Blvd and Yellowstone	Add speed bump	Slows traffic with speed bumps at approximately 500-foot spacing
Bow Mar Dr between Yellowstone and Sunset Dr	Add speed bump	Slows traffic with speed bumps at approximately 500-foot spacing
Sunset Dr between Bow Mar Dr and Longhorn	Add speed bump	Slows traffic with speed bumps at approximately 500-foot spacing
Sunset Dr west of Sheridan Blvd	Chicane	Locate between Sheridan Blvd and first driveway as a visual cut-through deterrent

Recommended Traffic Calming Treatments - Wagontrail Road East of Sheridan Boulevard

Location on Wagontrail Rd	Recommendation	Notes
East of Sheridan Blvd	Chicane	Locate east of Sheridan Blvd as a visual cut-through deterrent

Treatments Considered and Not Recommended

The following traffic calming treatments were considered at intersections, but are not recommended at this time:

- Corner Extensions at Sheridan Boulevard and Tufts Avenue Intersection - The intersection already has relatively tight turning radii and the design and construction of corner extensions would be difficult due to the layout of the sidewalk connections to the east.
- Traffic Circle at Bow Mar Drive and Lakeshore/Homestead Intersection - A traffic circle has the potential to negatively impact school bus and neighborhood delivery truck movements. The raised crosswalk recommended across the west leg of the intersection will slow traffic without the impacts to those movements.
- Traffic Circle at Sunset Drive and Sombrero Street and Sombrero Circle Intersection - The side streets are offset intersecting with Sunset Drive and a traffic circle would require realigning roadways with potentially substantial private property impacts. The chicane recommended on Sunset Drive west of Sheridan Boulevard will slow traffic and discourage cut-through traffic without those property impacts.

Implementation

The recommended traffic calming treatments can be effective in reducing cut-through traffic volumes and reducing travel speeds. However, the treatments would also impact resident travel. Therefore, phased installation of the treatments may be used to reduce cut-through traffic volumes and speeds on the main route while minimizing impacts to residents. The phased installation would require collecting traffic counts on all of the routes (primary and secondary cut-through routes) before and after construction.

It is recommended to first install the traffic calming treatments on the primary cut through routes (Sheridan Boulevard, Bow Mar Drive between Sheridan Boulevard and Prospect Street, and Prospect Street). Approximately three to six months after those treatments are completed, the Town may monitor traffic counts and speeds to see if traffic volumes have increased on the secondary cut-through routes (Bow Mar Drive/Sunset Drive west of Sheridan Boulevard and Wagontrail Road east of Sheridan Boulevard). If it is determined that traffic volumes on the secondary routes have increased due to drivers avoiding the traffic calming treatments on the primary routes, the Town may consider installing the recommended traffic calming treatments on those secondary routes as well.

Multimodal Improvements

The Bow Mar roadway network does not include pedestrian and bicyclist facilities, such as sidewalks or bike lanes, except for a separated multi-use path along the south side of Bow Mar Drive west of Lakeshore. Therefore, residents walk and bike along the roadways, either within or next to the paved roadway area. The main arterial roadways of Sheridan Boulevard and Bow Mar Drive (east of Sheridan Boulevard) are generally 24 feet wide with no pavement markings. With the vehicular traffic volumes and speeds along these arterials, multimodal travel can be uncomfortable.

Potential Improvements

The following potential multimodal improvements for the main arterial routes were discussed with Town staff:

- Roadway widening to provide striped bike lanes (at least five-feet wide) on each side of the roadway
- Roadway widening to provide five-foot shoulders on each side of the roadway that could be utilized by pedestrians and bicyclists
- Narrowing travel lanes with new edge lines to delineate the vehicular travel area without pavement widening

It was discussed that new pavement markings with a centerline and edge lines would look too urbanized and may actually increase driver speeds. Roadway widening would likely have property impacts and a wider pavement area for full shoulders and/or bike lanes could also lead to higher vehicular speeds, contrary to the Town's goals of traffic calming.

Recommendations

To minimize property impacts and the potential for higher vehicular speeds, it is recommended to keep the roadway pavement area generally as wide as it exists but add new edge lines with narrowed travel lanes. Striping the roadway edge lines from the crown of the pavement with ten-foot travel lanes would provide approximately a two-foot shoulder area on each side of the roadway. However, the existing roadway pavement is not necessarily a consistent width, so the shoulder area created with the edge lines would not be a consistent width.

The narrowed travel lanes will encourage slower speeds and the edge lines will improve delineation of the vehicular travel area. Although no formalized pedestrian and/or bicyclist facility is provided, the edge line will improve the multimodal travel conditions from the existing situation. No center line striping is recommended, to maintain the non-urbanized character of the neighborhood. A minimum lane width of 9.5 feet must be maintained with recommended ten-foot lanes, where possible.

In the future, a separated sidewalk or multi-use path could be implemented along sections of the roadways with high multimodal use and connections to other facilities and/or routes. This would create a more comfortable and safe multimodal facility.

Pavement Maintenance Guidelines

Over the past 10 years, the Town has made considerable investments in the rehabilitation and replacement of a number of our Town roads. It is important that these roads are now properly maintained. Up to this point, the Town has used the bulk of the road funding to pave and rehabilitate our streets. These assets need to be maintained to achieve 15 years or more of useful life. Within the past five years, including the last two, the Town has taken a more comprehensive approach to the rehabilitation and paving of roads. This has included the milling and replacement of much of the existing road base to provide a stable foundation now and in the future for our roads. Prior to 2014, road maintenance typically relied on a several inch overlay on top of a failing base. Adequate funding for the proper maintenance of the roads at the time was simply unavailable. Within a year or two, this type of repaving began to fail requiring additional work. With the current techniques being used by the Town today, a strong road foundation has been created that will allow for a successful mill and overlay when the current roads reach the end of their useful life sometime after 15 years from installation. For the purposes of the Town's analysis, a 16-year useful life for a section of road has been used. During the projected 16-year life of a road within our community, the Town, as part of the comprehensive roads asset management plan, has projected and budgeted for the following maintenance cycles.

- Yearly visual inspection of the Town's roadways, including yearly crack filling with an average crack rehabilitation of all roads being performed every four years.
- Perform a slurry seal, approximately eight years from the time of pavement install. A slurry seal is a mixture of asphalt, emulsion, aggregate, water, and additives applied to an existing asphalt pavement surface.
- Continued annual visual inspection and crack ceiling to complete an additional crack filling of the roads between 8 and 12 years from their installation.
- Following 16 years from the installation and rehabilitation of a road, a 2-inch mill and overlay would be performed on the road to provide another 16 years of useful life, and a repeat of the maintenance procedures and frequencies above.

A copy of the Kumar & Associates report outlining proper maintenance standards for our roads dated December 22, 2023, is attached along with annual maintenance projections prepared by Miner & Company of approximately \$256,508.

An Employee Owned Company

Office Locations: Denver (HQ), F

Springs, and Summit County, Colorado

December 22, 2023

Miner & Company, Ltd.
Attn: Mr. Jason Miner, P.E.
12600 West Colfax Avenue, Suite A-140
Lakewood, Colorado 80215

Subject: Geotechnical Engineering Consultation Services, Town of Bow Mar Pavement Maintenance, Town of Bow Mar, Colorado

Project No. 23-1-754

Dear Mr. Miner:

The purpose of this letter is to provide general guideline recommendations for pavement maintenance of the Town of Bow Mar roadways.

Project History: Over the last 10 years, The Town of Bow Mar (Town) has been improving the conditions of its roadways under a "Roadway Maintenance Program." As of 2024, the Town is entering into the last year to the program and has requested guideline recommendations on pavement maintenance to best preserve and maintain the Town roadways. Kumar & Associates, Inc. (K+A), along with your guidance have been involved with the program since inception.

During the program, the majority of the Town roadways were either rehabilitated or reconstructed with the exception of Sheridan Boulevard, Prospect Street, and portions of Bow Mar Drive. The program included traditional reconstruction, reconstruction through full-depth reclamation (FDR), or rehabilitation via mill and overlay. A map of the completed pavement maintenance and proposed maintenance for 2024 was generated by Miner & Company, Ltd., and is attached herein.

Pavement Maintenance Recommendations: Routine pavement maintenance is critical to preserving and prolonging the serviceable life of the Town pavements. The following guideline recommendations are based on our experience and review of existing pavement maintenance plans generated by local Colorado municipalities such as the Metropolitan Government Pavement Engineers Council (MGPEC) and others. The recommendations provided herein are meant to be guideline recommendations that should be adjusted and/or modified based on the pavement condition at the time of the proposed rehabilitation. Judgment and visual observations of the pavements should be taken into account when selecting maintenance.

Yearly Frequency - We recommend the Town implement a yearly visual inspection of the Town roadways to evaluate the current condition of the pavements. Any failed pavements should be addressed as soon as feasible. Additionally, we recommend the Town perform a yearly crack sealing program. We recommend mastic for crack sealing. Mastic is a heat-applied asphalt binder containing aggregate with good load bearing and skid resistant properties. Preparation of the cracks should include removal of dirt, dust, loose, or broken pavement, and other debris within the cracks by compressed air. Existing vegetation should be eliminated by application of

an herbicide prior to application of mastic crack filler to improve adhesion and allow for a better seal between the mastic and existing pavement. The type of mastic will be based on environmental factors and should be determined by the contractor. We recommend a mastic suited to cover a wide range of temperatures.

Prior to sealing, all cracks should be cleaned as described above. A thin surface grinding treatment may be required to remove the buildup of tar from previous crack sealing operations.

5 to 10 Year Frequency – Every 5 to 10 years, depending on the conditions of the pavement, we recommend the Town perform a slurry seal on the residential roadways and a chip seal on the main Town roadways. We understand the Town has some concerns about the migration of aggregate chips from a chip seal migrating into adjacent landscaping. A slurry seal will also be suitable for use on the Town main roadways if the slurry seal is preferred over a chip seal.

A slurry seal is a mixture of asphalt emulsion, aggregate (smaller crushed road), water, and additives applied to an existing asphalt pavement surface. The purpose of the slurry seal is to seal the pavement surface to attempt to preserve and protect the underlying pavement as well as to provide a new wearing/driving surface. The slurry seal helps to reduce water penetration into the pavement structures and can correct minor deformations in the pavement. The slurry seal will also provide an aesthetic black surface.

Similar to a slurry seal, a chip seal consists of a thin layer of heated asphalt liquid spread onto the pavement surface with small aggregate (chips) with a maximum aggregate size of 3/8-inch is then poured on the asphalt liquid. The chips are compacted by rubber-tired rollers to orient the chips and obtain maximum adherence to the asphalt liquid. The excess chips are usually swept/removed from the surface. Several sweepings may be required to remove the loose chips. The purpose of a chip seal is similar to the slurry seal with the added benefits of a highly-skid resistant surface provided by the chips as well as the chip seal provides anti-glare surface during wet weather and can provide an increased reflective surface for night driving.

15+ Year Frequency – Every 15+ years or so, depending on the pavement condition, we recommend performing a mill and overlay. The milling operation consists of the removal a portion of the upper section of the pavement structures and replacement with new asphalt pavement. Prior to placement of the new asphalt pavement on the milled surface, the milled surface should be swept clean and tack should be applied to the cleaned surface. For budgeting purposes, we recommend assuming some about of patching will need to be performed after the mill to replace any very poor condition or failed asphalt areas. Additionally, cracks present after milling should be sealed in accordance with industry standards. K+A can provide guidance on crack sealing of a milled surface prior to overlay if/when the Town requires. For budgeting and planning we recommend assuming a mill depth and overlay thickness of 2 inches. This depth/thickness should be suitable to remove the majority of the pavement surficial distresses. Edge milling may also be feasible depending on the roadway and shoulder conditions. Asphalt mixes of SX (75) PG 64-22 or SX (75) PG 58-28 should be considered for the overlay asphalt pavements.

Reconstruction – If a roadway is determined to need reconstruction, the reconstruction should consist of either traditional reconstruction or full depth FDR reconstruction as previously performed in the Roadway Maintenance Program. We recommend the Town budget for some subgrade remediation to address poor or soft subgrade conditions. The subgrade remediation could consist of overexcavation, moisture-conditioning (wetting or drying), and recompaction, or improvement via replacement with a higher quality material such as aggregate base course.

During reconstruction projects, we recommend drainage improvements be performed where feasible and necessary.

Existing Maintenance Program Roadways: It should be noted that some of the roadways rehabilitated via mill and overlay (not reconstruction) as part of the 10-year Roadway Maintenance Program will likely need to be reconstructed at some point, then placed on the recommended pavement maintenance schedule.

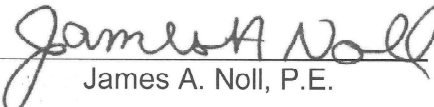
Limitations: This letter has been prepared for exclusive use by the client for planning purposes. The conclusions and recommendations submitted in this letter are based upon our understanding and interpretation of the pavement and subsurface conditions in the site vicinity, and the proposed type of construction K+A is not responsible for liability associated with interpretation by others of the assumed conditions described in this letter.

If you have any questions, or if we can be of further assistance, please contact us.

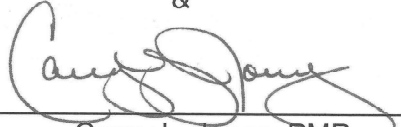
Sincerely,
KUMAR & ASSOCIATES, INC.
Justin Cupich, P.E.



Reviewed By


James A. Noll, P.E.

&


Carey L. Jones, PMP

JDC/mm
Rev. by: JAN/CLJ
cc: File

Maintenance Program Activities

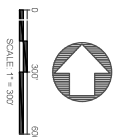
Maintenance Activity	Frequency (Years)	Estimate per Occurrence	Occurrences	Budget Estimate	Lifecycle (Years)	Annualized Budget
Reconstruct	0	\$ 369,360	1	\$ 369,360	16	\$ 23,085
Crack Fill	4	\$ 105,366	3	\$ 316,097	16	\$ 19,756
Slurry Seal	8	\$ 521,104	1	\$ 521,104	16	\$ 32,569
Mill & Overlay	16	\$ 2,897,560	1	\$ 2,897,560	16	\$ 181,097
Total				\$ 4,104,121		\$ 256,508
Maintenance Cycle (Years)					16	
Annualized Estimate				\$ 256,508		

2023.12 Roadway Program As-Built

Year	Label	Quantity	Unit
2015	Homestead	1,491	ft
2015	Homestead	461	ft
2015	Prospect Dr	682	ft
2015	Sheridan - N Entry	360	ft
2016	Bow Mar Dr	1,457	ft
2016	Bow Mar Dr	926	ft
2016	Lakeshore Dr	432	ft
2016	Lakeshore Dr	957	ft
2017	Lakeshore Dr	993	ft
2017	Wagontrail Rd	1,801	ft
2017	Wagontrail Rd	688	ft
2018	Larkspur Dr	1,203	ft
2018	Pinyon Dr	462	ft
2018	Redwood Dr	916	ft
2019	Beach Rd	381	ft
2019	Frontier St	1,108	ft
2019	Lakeshore Dr	237	ft
2019	Sombrero Cir	453	ft
2019	Sunset Dr	1,914	ft
2020	Lakeshore Dr	2,779	ft
2021	Bison Trail	545	ft
2021	Ridge Trail	2,259	ft
2021	Yellowstone St	1,357	ft
2022	Aspen Dr	2,144	ft
2022	Berry Ave	822	ft
2023	Juniper St	2,415	ft
Future	Bow Mar Dr	1,513	ft
Future	Lakeshore Dr	419	ft
Future	Longhorn Dr	940	ft
Future	Pinyon Dr	1,468	ft
Future	Prospect Dr	497	ft
Future	Sky Trail Dr	1,073	ft
Future	Sombrero St	1,353	ft
Other	Bow Mar Dr	5,503	ft
Other	Prospect Dr	1,401	ft
Other	Sheridan Blvd	3,192	ft

Legend

- As-built Overlay
- As-built Reconstruct
- As-built FDR Reconstruct
- Future Program Reconstruct
- Add'l Collector Reconstruct
- Add'l Collector Resurface
- Maintenance Reconstruct



DRAWN BY: DESIGNED BY: CHECKED BY: APPROVED BY:	TOWN OF BOW MAR
	MAP EXHIBIT
	BOW MAR, COLORADO
	TOWN OF BOW MAR

MINER
& Company, Ltd.

REVISIONS			
NO.	DESCRIPTION	DATE	BY
1			
2			
3			
4			

72 HOURS BEFORE YOU GO
CALL THE UTILITY NOTIFICATION
CENTER OF COLORADO (800) 811-8111

SCALE VERIFICATION
DATE: 11/11/2023
BY: [Signature]
SCALE: 1" = 300'

Proposed Funding for the Roads Asset Management Plan

Projected cost summaries for this comprehensive road asset management plan as provided by Miner & Company along with David Evans and Associates along with Kumar & Associates are summarized as follows:

Projected 2025 side streets pavement and rehabilitation	\$568,957
Projected traffic calming enhancements	\$459,810
Projected major arterial pavement and rehabilitation	\$1,028,595
<u>Contingency</u>	<u>\$142,638</u>
Total Projected Cost	\$2,200,000

One of the difficulties of a “pay as you go” type of pavement management plan is costs fluctuate year to year. Over the past several years, the Town has seen tremendous inflationary price increases for the installation of asphalt. To overcome this variable the Town, through ballot issue 2A, on the April 2, 2024 election ballot, will ask the voters to approve up to \$2,200,000 for the issuance of municipal bonds to pay for the pavement and rehabilitation of side streets not completed under the 2014 ballot initiative, traffic calming enhancements, and pavement of the major arterials. Using a “pay as you go” method would not provide the adequate funds all at once needed to complete the road as one project, lock in prices today, and allow for competitive pricing by increasing the size of the project, making it more attractive to additional bidders.

Ballot initiative 2B on the April 2, 2024 election ballot will ask the voters to extend/renew the existing 10 mills used under the 2014 ballot initiative for roadway pavement and rehabilitation. This extension will provide the funding not only for the repayment of the issued municipal bonds used to complete the pavement of our roads, but also pay for the interest, principal repayment, and ongoing projected maintenance cost of approximately \$256,508 annually, to maintain and rehabilitate (on 16-year cycles) to the pavement that has been installed over the past 10 years. Should costs be less than the projected amount as estimated above by the Town’s consulting engineers, then the trustees will have the ability to reduce or even eliminate the 10 mills used for the roads and in such a case, would result in a tax reduction for the citizens of Bow Mar. In addition, the proposed funding provisions of ballot issues 2A and 2B, provided by the renewal of the existing 10 mills, may only be used for the maintenance and paving of roads and for no other purpose.

This will ensure that the funds are used only for their intended purposes now and into the future.

TOWN OF BOW MAR, COLORADO
RESOLUTION 2024- 08

**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF BOW MAR,
COLORADO APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE
TOWN OF COLUMBINE VALLEY, COLORADO CONCERNING POLICE AND
MUNICIPAL COURT SERVICES**

WHEREAS, the Town of Bow Mar, Colorado (the “Town”) and the Town of Columbine Valley, Colorado (“Columbine Valley”) are both statutory towns organized pursuant to C.R.S. § 31-4-101, *et seq.*;

WHEREAS, in accordance with C.R.S. § 29-1-201, *et seq.*, the Town and the Columbine Valley (the “Parties”) may cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting authorities;

WHEREAS, the Town is in need of police protection and municipal court services (the “Services”) for the benefit of the Town, its residents, and visitors;

WHEREAS, Columbine Valley is willing and able to furnish such Services;

WHEREAS, the Parties have negotiated an intergovernmental agreement, attached hereto as **Exhibit A** and incorporated herein by this reference (the “Agreement”) for the provision of, and compensation for, the Services; and

WHEREAS, the Board of Trustees for the Town (the “Board”) wishes to approve the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF BOW MAR as follows:

Section 1. The above recitals are incorporated herein by reference.

Section 2. The Board approves the Intergovernmental Agreement attached as **Exhibit A**.

Section 3. The Board authorizes the Mayor to make any non-material corrections to the Intergovernmental Agreement which do not increase the financial obligations of the Town and authorize the Mayor or Mayor Pro Tem to execute the Representation Agreement on behalf of the Town and for the Town Clerk to attest their signature.

Section 4. This Resolution shall take effect immediately upon adoption.

ADOPTED this 18th day of March 2024.

TOWN OF BOW MAR, COLORADO

By: _____

Bryan Sperry, Mayor

ATTEST:

Sue Blair, Town Clerk

INTERGOVERNMENTAL AGREEMENT

(Public Safety and Municipal Court Services)

THIS INTERGOVERNMENTAL AGREEMENT (Agreement), is made and entered into this day of _____, 2024, effective as of January 1, 2025, by and between the Town of Columbine Valley, a Colorado municipal corporation (“Columbine”), 2 Middlefield Road, Columbine Valley, Colorado 80123 and the Town of Bow Mar, a Colorado municipal corporation, (“Bow Mar”), 5395 Lakeshore Drive, Bow Mar, Colorado 80123 (each a “Party”, and collectively, the “Parties”).

RECITALS

WHEREAS, Columbine and Bow Mar are political subdivisions of the State of Colorado, incorporated as statutory towns pursuant to C.R.S. § 31-4-301, *et seq.*, as amended; and

WHEREAS, in accordance with C.R.S. § 29-1-203, as amended, political subdivisions may cooperate or contract with one another to provide any function, service or facility lawfully authorized to each of the cooperating or contracting entities; and

WHEREAS, both political subdivisions are authorized by law and desire to provide police protection and municipal court services for the benefit of the residents and visitors of their respective municipalities; and

WHEREAS, Bow Mar desires to enter into this Agreement pursuant to which police services and municipal court services will be provided to Bow Mar by Columbine, through the cooperative participation of Bow Mar and Columbine; and

WHEREAS, Columbine is willing and able to furnish such police services and court services to Bow Mar; and

WHEREAS, both Parties desire to reduce the duplication of certain processes while at the same time furnish adequate services to the taxpayers of Bow Mar and Columbine; and

WHEREAS, police services and municipal court services can best be provided at the lowest possible cost by reducing duplication of certain processes; and

WHEREAS, the Boards of Trustees of the Town of Columbine Valley and the Town of Bow Mar have authorized the execution of this Agreement between the parties hereto; and

WHEREAS, each Party has passed a Resolution approving this Agreement.

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual covenants, conditions and promises contained herein, Columbine and Bow Mar, hereto agree as follows:

1. Police Services. For the period January 1, 2025 through December 31, 2034, Columbine agrees to provide the following police services to Bow Mar in the same manner and frequency as similar services are provided to Columbine residents and visitors:

- A. Columbine police officers will patrol Bow Mar in a fashion consistent with good police procedure to establish visibility and to give police protection to Bow Mar residents and visitors and to otherwise enforce state law and the municipal ordinances of Bow Mar with respect to traffic and criminal violations.
- B. Columbine police officers will enforce the Model Traffic Code for Colorado, in Bow Mar, including state law violations.
- C. Columbine police officers shall appear in any relevant Court as witnesses in connection with incidents, arrests and other summons issued in connection with the performance of the general police duties described herein.

2. Municipal Court Services. For the period January 1, 2025 through December 31, 2034, Columbine agrees to provide municipal court services to Bow Mar residents and visitors in the same manner and frequency as similar services are provided to Columbine residents and visitors as follows:

- A. Municipal Court Clerks will provide services in a manner consistent with those services provided to Columbine;
- B. Columbine Municipal Court Judges will hear Model Traffic Code violations, which occur in Bow Mar, including state law violations which are subject to municipal court jurisdiction, as well as criminal municipal ordinance violations. In order to assist Columbine in providing municipal court services, Bow Mar shall provide Columbine with access to its court records upon the request of Columbine.
- C. The Columbine Town Attorney will prosecute violations on behalf of the Town of Bow Mar in a manner consistent with similar services provided to Columbine.

3. Payment.

- A. Bow Mar shall pay to Columbine the sum of \$363,350, increased by the Denver/Aurora/Lakewood CPI projected increase available in October 2024 from the Colorado Department of Local Affairs, for the term beginning January 1, 2025, and ending December 31, 2025, the aforementioned payment shall hereinafter be referred to as the “Base Rate”. The increase utilized will be the average of the projection for September of the Colorado Legislative Council and the Colorado Office of State Planning and Budgeting. By way of example, the increase from October 2023 projection would have been 4.9%.
- B. Bow Mar shall pay to Columbine, the amount paid during the year 2025, increased by the Denver/Aurora/Lakewood CPI “projected” increase available in October 2025 from the Colorado Department of Local Affairs, for the term beginning January 1, 2026, and ending December 31, 2026. The increase utilized will be the average of the projections for September of the Colorado Legislative Council and the Colorado Office of State Planning and Budgeting.
- C. Bow Mar shall pay to Columbine, the amount paid during the year 2026, increased by the Denver/Aurora/Lakewood CPI “projected” increase available in October 2026 from the Colorado Department of Local Affairs, for the term beginning January 1, 2027, and ending December 31, 2027. The increase utilized will be the average of the projections for September of the Colorado Legislative Council and the Colorado Office of State Planning and Budgeting.
- D. Bow Mar shall pay to Columbine, the amount paid during the year 2027, increased by the Denver/Aurora/Lakewood CPI “projected” increase available in October 2027 from the Colorado Department of Local Affairs, for the term beginning January 1, 2028, and ending December 31, 2028. The increase utilized will be the average of the projections for September of the Colorado Legislative Council and the Colorado Office of State Planning and Budgeting.
- E. Bow Mar shall pay to Columbine, the amount paid during the year 2028, increased by the Denver/Aurora/Lakewood CPI “projected” increase available in October 2028 from the Colorado Department of Local Affairs, for the term beginning January 1, 2029, and ending December 31, 2029. The increase utilized will be the average of the projections for September of the

Colorado Legislative Council and the Colorado Office of State Planning and Budgeting.

- F. Bow Mar shall pay to Columbine the amount paid during the year 2029, increased by the Denver/Aurora/Lakewood CPI “projected” increase available in October 2029 from the Colorado Department of Local Affairs, for the term beginning January 1, 2030, and ending December 31, 2030. The increase utilized will be the average of the projection for September of the Colorado Legislative Council and the Colorado Office of State Planning and Budgeting.
- G. Bow Mar shall pay to Columbine, the amount paid during the year 2030, increased by the Denver/Aurora/Lakewood CPI “projected” increase available in October 2030 from the Colorado Department of Local Affairs, for the term beginning January 1, 2031, and ending December 31, 2031. The increase utilized will be the average of the projections for September of the Colorado Legislative Council and the Colorado Office of State Planning and Budgeting.
- H. Bow Mar shall pay to Columbine, the amount paid during the year 2031, increased by the Denver/Aurora/Lakewood CPI “projected” increase available in October 2031 from the Colorado Department of Local Affairs, for the term beginning January 1, 2032, and ending December 31, 2032. The increase utilized will be the average of the projections for September of the Colorado Legislative Council and the Colorado Office of State Planning and Budgeting.
- I. Bow Mar shall pay to Columbine, the amount paid during the year 2032, increased by the Denver/Aurora/Lakewood CPI “projected” increase available in October 2032 from the Colorado Department of Local Affairs, for the term beginning January 1, 2033, and ending December 31, 2033. The increase utilized will be the average of the projections for September of the Colorado Legislative Council and the Colorado Office of State Planning and Budgeting.
- J. Bow Mar shall pay to Columbine, the amount paid during the year 2033, increased by the Denver/Aurora/Lakewood CPI “projected” increase available in October 2033 from the Colorado Department of Local Affairs, for the term beginning January 1, 2034, and ending December 31, 2034. The increase utilized will be the average of the projections for September of the Colorado Legislative Council and the Colorado Office of State Planning and Budgeting.

4. Review of Payment.

- A. Within ninety (90) days of year five (5) of this Agreement, the Parties agree to review only the adequacy of the Base Rate initially established in Paragraph 3A of this Agreement in order to determine whether or not there should be an adjustment in the amount paid by Bow Mar to Columbine. Should the Parties agree to an adjustment of the payment such modification shall be reflected in an amendment to the Agreement setting forth the new payment schedule.

5. Scope of Services.

- A. Columbine will endeavor to maintain a police force of six (6) full time police officers. However, this is a desire of the parties, and not a requirement of the terms of this Agreement. Columbine anticipates supplementing its police force from time to time with part-time and reserve police officers, as needed, in order to provide optimum coverage.
- B. Bow Mar and Columbine agree that the available patrol hours (which hours do not include, holidays, sick time, vacations, training, officer administrative duties, etc.) from a police force of six full time officers should be adequate to provide the desired 24-hour, 7 day a week coverage to Bow Mar and Columbine.
- C. All personnel employed under the terms of this Agreement shall wear the standard uniform as prescribed by the Columbine Valley Police Department. All Columbine police officers shall be under the supervision of the Marshal of Columbine.
- D. The Columbine Valley Marshal or his designee shall attend monthly Town Trustee meetings of the Town of Bow Mar as well as special meetings as may be needed.
- E. All records relating to traffic summons and complaints, criminal complaints, arrests and investigations, shall be maintained at the direction of Columbine.
- F. Representatives from each governing body shall meet on an as needed basis, in order to exchange information and ideas concerning police and municipal court services, as agreed upon by the parties.

- G. Except as otherwise provided herein, Columbine will provide all labor, personnel, equipment, supplies, and communication systems deemed necessary for the performance of the duties and services herein.
- H. In connection with providing such labor and systems, Columbine will maintain control of the systems, including their maintenance, supervision, and use. The Columbine Town Marshal shall establish the standards of performance of the police officers, the discipline of all police officers, control of personnel and the assignment of individuals to carry out the functions contemplated in this Agreement.

6. Indemnification and Insurance.

- A. Columbine shall obtain liability and other insurance in an amount to be agreed upon by Columbine and Bow Mar, but in no event less than the limits of liability specified in the Colorado Governmental Immunity Act, as amended. Any insurance contract shall name Bow Mar as an additional insured with respect to the subject matter of this Agreement. Bow Mar shall be provided with a copy of the certificate of insurance which shall provide that the insurance will not be cancelled or modified unless there has been thirty (30) days prior notification to Bow Mar and the opportunity to review the insurance contract during Columbine's regular business hours.
- B. Bow Mar acknowledges that Columbine shall not provide insurance or assume liability for Bow Mar town employees, including any negligence, liability or intentional acts of such employees. Bow Mar further acknowledges that Columbine shall not have any liability arising out of or connected with the constitutionality or legal validity of Bow Mar's ordinances.
- C. Columbine shall provide for the compensation, including salaries, wages and benefits, of all Columbine personnel, and shall hold harmless Bow Mar and indemnify Bow Mar from any claim for or payment of compensation for injury or sickness of a Columbine employee arising out of employment pursuant to the terms of this Agreement.
- D. The Parties recognize that as local government entities, and in conformance with State law, neither Party shall be required to indemnify the other Party. Each Party shall be responsible for its own costs and any damages that may result from any third-party claim made related to this Agreement.

7. Continuation of Agreement.

Should either Party desire to continue this Agreement for the year 2035 or later, either Party shall provide written notice to the other of its desire to renew this Agreement no later than the 31st day of March 2034. The Parties will then use good faith negotiations to negotiate the terms of a new agreement prior to June 30, 2034.

8. Termination of Agreement.

This Agreement may be terminated prior to the expiration of the term or any extensions hereof as follows:

Either Party, upon six months prior written notice, may terminate this Agreement. In such event each Party shall be responsible for its own costs incurred by reason of the termination.

9. Miscellaneous

- A. Communications with regard to the performance of this Agreement shall be between the respective Mayors of the parties or their designated representatives, to the Columbine Town Marshal, concerning the conduct of police services or the Columbine Town Clerk/Administrator concerning the conduct of the Columbine Municipal Court. Bow Mar confirms that it has adopted the Model Traffic Code for Colorado municipalities in the State of Colorado. Bow Mar confirms that it has decriminalized traffic offenses and treats all violations of the Model Traffic Code as civil matters (otherwise known as traffic infractions) in the same manner as Columbine. Bow Mar confirms that it has also authorized the assessment of a Drug Surcharge in the same manner as Columbine. Bow Mar shall provide all necessary copies of all ordinances which are to be enforced by the Columbine police department in conformance with this Agreement and such ordinances shall have been certified by the Bow Mar Town Clerk, as true copies of the ordinances in their possession and such ordinances shall have been accompanied with the certification from the Bow Mar Town Attorney certifying that the ordinances were properly adopted and in his opinion are valid and enforceable.
- B. Notwithstanding any other term, condition, or provision herein, each obligation of the Town of Columbine Valley and the Town of Bow Mar

stated in this Agreement is subject to the requirements of prior appropriation of funds therefor by the governing body of either Town.

- C. Neither Party shall be liable or deemed to be in default for any delay or failure in performance of this Agreement or interruption of services resulting directly or indirectly from acts of God, or any causes beyond the reasonable control of such party.
- D. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Bow Mar and Columbine, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of Bow Mar and Columbine that any person or party other than Bow Mar or Columbine receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.
- E. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Jurisdiction and venue for litigation of any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach thereof, shall be only in the Arapahoe County District Court.
- F. This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writings and all other communications between the Parties. This Agreement may not be modified except by a writing signed by a duly authorized representative of each of the Parties.
- G. In any action between the Parties to enforce any of the terms of this Agreement, the prevailing Party shall be entitled to recover reasonable expenses, including reasonable attorney's fees.
- H. Any notice required to be given by either Party to the other shall be deemed given if in writing and actually delivered or deposited in the United States mail in registered or certified form with return receipt requested, postage prepaid, addressed to the notified party at the address set forth above or as changed by notice given pursuant to this Section.

Town of Columbine Valley
2 Middlefield Road
Columbine Valley, CO 80123

Town of Bow Mar
5395 Lakeshore Drive
Bow Mar, CO 80123

- I. This Agreement is not assignable by either Party hereto without the written consent of the other.
- J. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.
- K. No waiver by any Party of any breach of any provisions hereof shall be effective or enforceable unless made in writing signed by the Party.
- L. This Agreement is a full and complete integration of the terms, conditions and Agreement of the parties whether oral or written.

This Agreement shall be effective on the 1st day of January, 2025.

The foregoing Agreement was approved by resolution of the Board of Trustees of the Town of Columbine Valley on the ____ day of _____, 2024, and approved by the Board of Trustees of the Town of Bow Mar on the ____ day of _____, 2024, and each resolution authorized and directed the Mayor to sign and the municipal clerk to attest to this Agreement.

Dated this ____ day of _____, 2024.

Town of Columbine Valley, Colorado

By: _____
Mayor

Attest: _____

Town of Bow Mar, Colorado

By: _____
Mayor

Attest: _____

TOWN OF BOW MAR, COLORADO
RESOLUTION 2024-09

**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF BOW MAR,
COLORADO APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE
TOWN OF COLUMBINE VALLEY, COLORADO CONCERNING BUILDING
DEPARTMENT SERVICES**

WHEREAS, the Town of Bow Mar, Colorado (the “Town”) and the Town of Columbine Valley, Colorado (“Columbine Valley”) are both statutory towns organized pursuant to C.R.S. § 31-4-101, *et seq.*;

WHEREAS, in accordance with C.R.S. § 29-1-201, *et seq.*, the Town and the Columbine Valley (the “Parties”) may cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting authorities;

WHEREAS, the Town is in need of building department administrative services (the “Services”) for the benefit of the Town, its residents, and visitors;

WHEREAS, Columbine Valley is willing and able to furnish such Services;

WHEREAS, the Parties have negotiated an intergovernmental agreement, attached hereto as **Exhibit A** and incorporated herein by this reference (the “Agreement”) for the provision of, and compensation for, the Services; and

WHEREAS, the Board of Trustees for the Town (the “Board”) wishes to approve the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF BOW MAR as follows:

Section 1. The above recitals are incorporated herein by reference.

Section 2. The Board approves the Intergovernmental Agreement attached as **Exhibit A**.

Section 3. The Board authorizes the Mayor to make any non-material corrections to the Intergovernmental Agreement which do not increase the financial obligations of the Town and authorize the Mayor or Mayor Pro Tem to execute the Representation Agreement on behalf of the Town and for the Town Clerk to attest their signature.

Section 4. This Resolution shall take effect immediately upon adoption.

ADOPTED this 18th day of March 2024.

TOWN OF BOW MAR, COLORADO

By: _____

Bryan Sperry, Mayor

ATTEST:

Sue Blair, Town Clerk

INTERGOVERNMENTAL AGREEMENT

(Administrative Services)

THIS INTERGOVERNMENTAL AGREEMENT (the “Agreement”) is made and entered into this _____ day of _____, 2024, effective as of January 1, 2025, by and between the Town of Columbine Valley, a Colorado municipal corporation (“Columbine”), 2 Middlefield Road, Columbine Valley, Colorado 80123, and the Town of Bow Mar, a Colorado municipal corporation (“Bow Mar”), 5395 Lakeshore Drive, Bow Mar, Colorado 80123 (each a “Party”, and collectively, the “Parties”).

RECITALS

WHEREAS, Columbine and Bow Mar are political subdivisions of the State of Colorado, incorporated as statutory towns pursuant to C.R.S. § 31-4-301 *et seq.*, as amended; and

WHEREAS, in accordance with C.R.S. § 29-1-203, as amended, political subdivisions may cooperate or contract with one another to provide any function, service or facility lawfully authorized to each of the cooperating or contracting entities; and

WHEREAS, both political subdivisions require administrative services (as defined below) which benefit the residents and visitors of their respective municipalities; and

WHEREAS, Bow Mar desires to enter into this Agreement pursuant to which certain administrative services will be provided to Bow Mar by Columbine, through the cooperative participation of Bow Mar and Columbine; and

WHEREAS, Columbine is willing and able to furnish such administrative services to Bow Mar as more particularly set forth below in this Agreement; and

WHEREAS, Bow Mar has determined that it is in its best interest to have Columbine provide such administrative services; and

WHEREAS, the Boards of Trustees of the Town of Columbine Valley and the Town of Bow Mar have authorized the execution of this Agreement between the Parties hereto.

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual covenants, conditions and promises contained herein, Columbine and Bow Mar, hereto agree as follows:

1. Line of Authority. The Mayor of Bow Mar (the “Authorized Representative”) is hereby designated as Authorized Representative of Bow Mar for the purpose of administering, coordinating and approving the Services (as defined below) performed by Columbine on behalf of Bow Mar under this Agreement. Without limiting the foregoing, however, to the extent the Services performed under this Agreement specifically fall within or under the scope of one or more of the administrative departments of a Trustee of Bow Mar, as per the Bow Mar, Colorado, Municipal Code (the “Bow Mar Code”), then the Authorized Representative shall have the option to designate, or not designate, such Trustee, as applicable, as the Authorized Representative for such specific Services within the scope of such administrative department.

2. Administrative Services. For the period January 1, 2025, through December 31, 2029 (the “Initial Term”), Columbine agrees to provide the following Building Department services (collectively, the “Services”) to Bow Mar in the same manner and frequency as similar services are provided to Columbine residents and visitors and in all instances in compliance with applicable laws, including, without limitation, the Bow Mar Code:

- A. **Contractor Registration:** Functions will include the production of forms, which may be made available on the Bow Mar Town website and at the Columbine Valley Town Hall. All forms will feature Bow Mar branding but will otherwise mirror that of Columbine Valley; provided, however, that in the event Bow Mar has existing forms, Columbine will utilize such existing forms until depleted.

Columbine Valley will collect and process application forms and all associated information including copies of state licenses (as applicable) and proof of general liability and workers’ compensation (as applicable) insurance with the Towns of Bow Mar and Columbine Valley listed as “additional or also insured.” Columbine will also collect all registration fees (which such amounts and processes will correspond with the Town of Columbine Valley).

All contractors’ registrations will be for the calendar year (January 1 - December 31) with a 50% reduction of rate after July 1. Payments for registration are to be check or money order. No cash payments will be accepted. All fees will belong to Bow Mar and shall be remitted to Bow Mar on a periodic basis as mutually agreed by Columbine and Bow Mar.

Bow Mar acknowledges it has adopted an ordinance making official the registration of Contractors in the Town of Bow Mar.

- B. **Building/Demolition Permits:** All permits will be administered and issued in accordance with the following provisions: (i) Columbine will accept permit application packets at the Columbine Valley Town Hall during normal business hours; (ii) Columbine will produce the application forms, which may be made available on the Bow Mar Town website and at the Columbine Valley Town Hall; and (iii) All forms will feature Bow Mar branding but will otherwise mirror that of Columbine, except as provided herein. All permits will be based on full contract price.

Documents collected at the time of application submittal will include appropriate approval of the governing body designated by the Bow Mar Board of Trustees, Bow Mar contractor’s registration (or application), and a signed copy of the contract or other reasonable documentation between the contractor and the homeowner (used to verify scope of work and valuation of project).

Audits may be initiated by either the homeowner/contractor or Bow Mar at the conclusion of the process should either Party believe that the permit price does not

accurately reflect the total valuation as stated at the time the permit was issued. In no event shall Columbine be responsible for the cost of such an Audit or be liable for any refunds which may be due and owing. Any such expense shall be the responsibility of Bow Mar.

This Agreement between Bow Mar and Columbine does not include the audit process, which shall be conducted by Bow Mar.

Other documents, such as engineering letters, two sets of plans (paper and digital if larger than 11x17”), soil reports, etc. may be required based on the scope of the project.

It is acknowledged by the Parties that Bow Mar has not enacted a sales and use tax but that Bow Mar may consider such a measure in the future and the Services will include the implementation and collection of such tax on the account of Bow Mar.

Once a complete application packet has been submitted, Columbine will coordinate the review of the plans (as appropriate) with a plans reviewer selected by Bow Mar. This reviewer will be responsible for picking up and dropping off reviewed plans at the Columbine Valley Town Hall. The reviewer is responsible for identifying any additional approvals required by Bow Mar and alerting Columbine of any application deficiencies. The reviewer is also responsible for completing a punch list of required inspections and submitting that to Columbine at the time reviewed plans are returned. Once ready, Columbine will contact the applicant and alert them that the permit is ready for pick up at the Columbine Valley Town Hall and of the final permit cost. Payments for permits are to be check or money order. No cash or credit card payments will be accepted.

Columbine Valley will not be responsible for the performance or abilities of the Bow Mar plans reviewer or building inspector(s) and will not be held in any way liable for their performance or quality/results of work. All permissions, variances, releases and approvals are the responsibility of Bow Mar and its inspectors. Permits will not be issued until all predetermined criteria are met and approved by Bow Mar. Columbine will not be held responsible or liable for work performed by any permit holder after the permit has been issued.

Demolition permits are issued only on total building removal for a flat fee as per the Bow Mar schedule of fees (currently, \$1,000.00). Inspections will be scheduled prior to demolition to verify utility shut-offs.

- C. **Inspection Scheduling:** Inspections will be coordinated through Bow Max building inspector or the State of Colorado as appropriate.

By Monday morning of each week, Bow Mar will provide to Columbine a hard copy or digital list of inspections completed over the last seven days. Information shall include address, type of inspection, status (pass/fail/notes) and such other pertinent information

that may be requested by Columbine.

- D. **Record Keeping:** Columbine will create and maintain a Building Department Log for Bow Mar. This paper log will document all registered contractors and issued building permits. While the format of this log may vary slightly from year to year, it will generally contain the following information for contractors: registration number, issue date, registration type, state license verified, insurance verification and expiration dates, contact information and confirmation of payment; and the following information for permits issued: permit numbers, contractor contact information, project description, fee breakdown, issue date and confirmation of payment.

Digital records will also be kept by address, and include permit applications, application packets, building permits, inspection cards, inspection slips, and certificates of occupancy.

Paper records will be kept at the Columbine Valley Town Hall in accordance with any Records Retention Schedule adopted by the Town of Bow Mar. Records will be made available to Bow Mar elected officials and staff at any time by request and to the general public per Columbine open records request policy.

- E. **Reports and Administration:** Reports will be produced each week and will be sent electronically to the Bow Mar Building Commissioner, Bow Mar Finance Commissioner and the Bow Mar Town Clerk. Monthly reports will include permits issued and cost breakdowns of each permit, inspections conducted, and registrations issued and fees collected. Columbine will provide information to county assessor's offices as requested. All fees will belong to Bow Mar and shall be remitted to Bow Mar on a periodic basis as mutually agreed by Columbine and Bow Mar. Notwithstanding anything contained in this Agreement to the contrary, permit fees shall be based upon the schedule of fees promulgated by Bow Mar from time to time. Bow Mar shall promptly notify Columbine Valley in writing, of any changes to its schedule of fees.

Additionally, the Columbine Valley Building Department Assistant and Town Administrator will be available for one monthly meeting with Bow Mar representatives (Mayor, Building Commissioner, Clerk, etc.) to be established at a predetermined time during regular business hours and to last no more than one (1) hour after the initial start-up period which should last no more than three months. In addition and by request, the Columbine Valley Town Administrator will either attend or send a representative to the Bow Mar Trustee's meeting once per calendar quarter and Bow Mar shall have the right to reasonably request additional attendance on an as-needed basis. Columbine reserves the right to request additional meetings as needed. All meetings will be held at the Columbine Valley Town Hall during regular business hours.

Columbine Valley's Town Administrator will be Bow Mar's primary contact and will supervise all employees. Performance concerns or any performance reviews should be

submitted to the Town Administrator and copied to the Mayor of Columbine Valley for them to address as they deem appropriate.

- F. **Customer Service:** All citizens, vendors, contractors, etc. will be treated equally be they from Columbine or Bow Mar. In the execution of this Agreement, Columbine will provide a dedicated telephone line for Bow Mar Building Department Business. Phone calls are answered on a first come-first serve basis, and will be answered as “Town Hall”. Customers in the Columbine Valley Town Hall will always have precedence over phone calls, with messages returned as promptly as possible.

Building Department information posted on the Bow Mar web site will be the responsibility of Bow Mar. Columbine will be responsible for providing to the Bow Mar Building Commissioner information and forms as or if they change and noting errors and inconsistencies on occasion but will not serve as Bow Mar’s web master and will not be held responsible for web site content. Columbine will not make any reference to the Bow Mar Building Department on its official web site.

While there is a drop box outside of the front door at the Columbine Valley Town Hall, citizens and customers are discouraged from using this box outside of business hours and the Staff of Columbine won't be held responsible for items left inside the box.

Very rarely, staffing or weather issues require the Columbine to close Town Hall during normal business hours. While every precaution is taken to avoid such occurrences, the Town will not be held responsible should a citizen of Bow Mar require assistance during such times.

3. Payment.

- A. Bow Mar shall pay to Columbine the sum of twenty thousand dollars (\$20,000) per full calendar year of the Term (as defined below), appropriately prorated for the Initial Term or any other period less than a full year on a 365-calendar day basis.
- B. Payment shall be made in accordance with the terms set forth in Schedule A, which is attached to and incorporated by reference herein, appropriately prorated for any other period less than a full year on a 365 calendar day basis.

4. Scope of Services.

- A. Columbine will only provide Staff resources in connection with the Services to be provided under the terms of this Agreement. All other expenses, including transition costs, office supplies and equipment, and the like shall be agreed to by the Authorized Representative in advance and billed by Columbine directly to Bow Mar on a monthly basis to be paid within thirty (30) days of invoicing.
- B. Bow Mar shall appoint or hire all building inspectors independently of this Agreement and shall be responsible for the payment of all fees and costs associated therewith.

- C. Bow Mar acknowledges that Columbine shall not provide insurance or assume liability for Bow Mar Town Trustees and Mayor, or for Bow Mar Town employees, agents or contractors including any negligence or intentional acts of such employees, agents or contractors, Trustees or Mayor.
- D. Representatives from each governing body shall meet on an as needed basis, in order to exchange information and ideas concerning the Services, as agreed upon by the parties.
- E. Columbine and its Staff shall provide the Services and meet its obligations under this Agreement in a timely and workmanlike manner, using knowledge and recommendations for performing the Services which meet generally acceptable standards in Columbine's community and region. All work product of the Staff under this Agreement and related to Bow Mar shall remain owned and controlled by Bow Mar.
- F. Columbine agrees that no official, officer or employee of Columbine shall have any personal or beneficial interest whatsoever in the Services or property described herein. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of Columbine by placing Columbine's own interests, or the interest of any party with whom Columbine has a contractual arrangement, in conflict with those of Bow Mar.
- G. Columbine is an independent contractor and is free to perform services for other clients. Notwithstanding any provision of this Agreement, all Staff assigned by Columbine to perform work under this Agreement shall be and remain at all times, employees of Columbine for all purposes. It is agreed that Columbine shall have direct control with respect to the manner and performance of Services. Columbine and the Staff are not entitled to workers' compensation or unemployment benefits through Bow Mar and Columbine is obligated to pay federal and state income tax on any monies earned pursuant to the contract relationship.
- H. The Parties hereto understand and agree that both Bow Mar and Columbine; their respective trustees, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.*, as amended, or otherwise available to Columbine and Bow Mar.
- 1. Columbine agrees that, upon request of the Authorized Representative, at any time during the term of this Agreement, or three (3) years thereafter, it will make full disclosure to Bow Mar and make available for inspection and audit upon request by the Authorized Representative, the Bow Mar Board of Trustee or any of their authorized representatives, all of its records associated with the Services performed under this

Agreement.

5. Indemnification and Insurance.

- A. Columbine shall maintain liability and other insurance in an amount to be agreed upon by Columbine and Bow Mar, but in no event less than the limits of liability specified in the Colorado Governmental Immunity Act, as amended. Any insurance contract shall name Bow Mar (and, as applicable, the Trustees and Mayor) as an additional insureds and loss payees with respect to the subject matter of this Agreement. Bow Mar shall be provided with a copy of the certificate of insurance which shall provide that the insurance will not be cancelled or modified unless there has been thirty (30) days prior notification to Bow Mar and the opportunity to review the insurance contract during Columbine's regular business hours.
- B. Bow Mar acknowledges that Columbine shall not provide insurance or assume liability for Bow Mar Town Trustees and Mayor, or for Bow Mar Town employees or contractors, including any negligence, liability or intentional acts of such employees, contractors, Trustees or Mayor. Bow Mar further acknowledges that Columbine shall not have any liability arising out of or connected with the constitutionality or legal validity of Bow Mar's ordinances, resolutions and contracts.
- C. Columbine shall provide for the compensation, including salaries, wages and benefits, including, without limitation, all insurance as required by law, of all Columbine personnel, and shall indemnify, defend and hold harmless Bow Mar from any claim for or payment of compensation for injury or sickness of a Columbine employee arising out of employment pursuant to the terms of this Agreement.
- D. The Parties recognize that as local government entities, and in conformance with State law, neither Party shall be required to indemnify the other Party. Each Party shall be responsible for its own costs and any damages that may result from any third-party claim made related to this Agreement.

6. Term; Termination.

- A. The term of this Agreement (the "Term") shall be for a period of five (5) years commencing on January 1, 2025 and terminating on December 31, 2029 and then thereafter in the event of any renewal of the term as provided in sub-section B. Either Party may terminate this Agreement, with or without cause, upon three (3) months prior written notice. In such event, each Party shall be responsible for its own cost incurred by reason of the termination,
- B. Should either Party desire to continue this Agreement for the calendar year 2030, or later (which such extension(s) shall become part of the Term), the Parties shall provide written notice to the other of its desire to renew this Agreement no later than the

December 1 of the prior calendar year, in which event the Parties shall then use good faith efforts to negotiate the terms of an amendment to this Agreement prior to December 31st of such year. In the event the Parties are negotiating in good faith and intend to agree upon an amendment extending the Term of this Agreement, but such amendment has not been finalized by the deadline set forth above, the Parties can elect to continue the terms of the then existing Agreement by written notice to the other Party to allow for the finalization of the applicable amendment.

- C. Upon termination of this Agreement, Columbine will return to the Bow Mar all records, notes, documentation and other items that were used, created, or controlled by Columbine during the Term of this Agreement.

7. Miscellaneous

- A. Communications with regard to the performance of this Agreement shall be between the respective Mayors of the parties or their designated Authorized Representatives, and to Columbine Valley Town Administrator concerning the conduct of the Services. Bow Mar shall provide necessary copies of all ordinances, resolutions and contracts which are to be relied upon by Columbine in the performance of its Services under this Agreement. Such ordinances shall have been certified by the Bow Mar Clerk, as true copies of the ordinances by the current Bow Mar Clerk as true copies of the ordinances in their possession and such ordinances shall have been accompanied with the certification from the Bow Mar Town Attorney, certified that the ordinances were properly adopted and in their opinion, are valid and enforceable.
- B. Notwithstanding any other term, condition or provision herein, each and every obligation of the Town of Columbine Valley and the Town of Bow Mar stated in this Agreement is subject to the requirements of prior appropriation of funds therefor by the governing body of either Town.
- C. Neither Party shall be liable or deemed to be in default for any delay or failure in performance of this Agreement or interruption of services resulting directly or indirectly from acts of God, or any causes beyond the reasonable control of such Party.
- D. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Bow Mar and Columbine, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of Bow Mar and Columbine that any person or party other than Bow Mar or Columbine receiving Services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.
- E. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Jurisdiction and venue for litigation of any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach thereof, shall

be only in the Arapahoe County District Court.

- F. This Agreement, including the Schedule attached hereto, constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writings and all other communications between the parties. This Agreement may not be modified except by a citing signed by a duly authorized representative of each of the parties.
- G. In any action between the parties to enforce any of the terms of this Agreement, the prevailing party shall recover reasonable expenses, including reasonable attorney's fees.
- H. Any notice required to be given by either party to the other shall be deemed given if in writing and actually delivered or deposited in the United States mail in registered or certified form with return receipt requested, postage prepaid, addressed to the notified party at the address set forth above or as changed by notice given pursuant to this Section.

Town of Columbine Valley 2
Middlefield Road
Columbine Valley, CO 80123,

Town of Bow Mar
5395 Lakeshore Drive
Bow Mar, CO 80123

- I. This Agreement is not assignable by either party hereto without the written consent of the other.
- J. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.
- K. No waiver by any party of any breach of any provisions hereof shall be effective or enforceable unless made in writing signed by the party.
- L. This Agreement is a full and complete integration of the terms, conditions and Agreement of the parties whether oral or written.
- M. Columbine, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Columbine or divulge, disclose, or communicate in any manner, any information that is proprietary to Bow Mar. Columbine and its Staff, employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Agreement.

This Agreement shall be effective on the _____ day of _____, 2025.

The foregoing Agreement was approved by resolution of the Board of Trustees of the Town of Columbine Valley on the _____ day of _____ 2024, and approved by resolution by the Board of Trustees of the Town of Bow Mar on the _____ day of _____ 2024, and each resolution authorized and directed the Mayor to sign and the municipal clerk to attest to this Agreement.

Dated this _____ day of _____ 2024.

Town of Columbine Valley

By: _____
Mayor

Attest: _____

Town of Bow Mar, Colorado

By: _____
Mayor

Attest: _____

SCHEDULE A

Payment schedule for calendar year 2025:

January 1, 2025	\$5,000
March 1, 2025	\$5,000
July 1, 2025	\$5,000
October 1, 2025	\$5,000

Payment schedule for calendar year 2026:

January 1, 2026	\$5,000
March 1, 2026	\$5,000
July 1, 2026	\$5,000
October 1, 2026	\$5,000

Payment schedule for calendar year 2027:

January 1, 2027	\$5,000
March 1, 2027	\$5,000
July 1, 2027	\$5,000
October 1, 2027	\$5,000

Payment schedule for calendar year 2028:

January 1, 2028	\$5,000
March 1, 2028	\$5,000
July 1, 2028	\$5,000
October 1, 2028	\$5,000

Payment schedule for calendar year 2029:

January 1, 2029	\$5,000
March 1, 2029	\$5,000
July 1, 2029	\$5,000
October 1, 2029	\$5,000

TOWN OF BOW MAR, COLORADO
RESOLUTION 2024- 10

**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF BOW MAR,
COLORADO APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE
BOW MAR WATER AND SANITATION DISTRICT CONCERNING THE USE OF
CERTAIN AMERICAN RESECUE PLAN ACT FUNDS**

WHEREAS, the Town of Bow Mar, Colorado (the “Town”) is a statutory town organized pursuant to C.R.S. § 31-4-101, *et seq.*;

WHEREAS, the Town has received grant monies under the American Rescue Plan Act (“ARPA”) that it wishes to use to assist in the funding of necessary improvements to water and sewer infrastructure serving the Town (the “ARPA Funds”);

WHEREAS, the Bow Mar Water and Sanitation District (the “District”) is a Title 32 Special District organized under the laws of the State of Colorado to provide water and wastewater services to the residents and properties located within the District’s boundaries;

WHEREAS, in accordance with C.R.S. § 29-1-201, *et seq.*, the Town and the District (the “Parties”) may cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting authorities;

WHEREAS, properties located within the boundaries of the Town and the District are in need of water line replacements, which will benefit the citizens served by both Parties;

WHEREAS, while the District has certain monies available to fund a portion of the necessary water line replacements, the District does not have sufficient monies available to fund all of the necessary replacements (the “Water Line Project”);

WHEREAS, the Town is willing and able to transfer some of the available ARPA Funds to the District to fund the Water Line Project; and

WHEREAS, the Parties have negotiated an intergovernmental agreement, attached hereto as **Exhibit A** and incorporated herein by this reference (the “Agreement”) to provide for the terms of the Water Line Project and the transfer of the ARPA Funds to the District; and

WHEREAS, the Board of Trustees for the Town wishes to approve the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF BOW MAR as follows:

Section 1. The above recitals are incorporated herein by reference.

Section 2. The Board approves the Intergovernmental Agreement attached as **Exhibit A**.

Section 3. The Board authorizes the Mayor to make any non-material corrections to the Intergovernmental Agreement which do not increase the financial obligations of the Town and authorize the Mayor or Mayor Pro Tem to execute the Representation Agreement on behalf of the Town and for the Town Clerk to attest their signature.

Section 4. This Resolution shall take effect immediately upon adoption.

ADOPTED this 18th day of March 2024.

TOWN OF BOW MAR, COLORADO

By: _____

Bryan Sperry, Mayor

ATTEST:

Sue Blair, Town Clerk

**INTERGOVERNMENTAL AGREEMENT BETWEEN
TOWN OF BOW MAR AND BOW MAR WATER AND SANITATION DISTRICT
CONCERNING USE OF CERTAIN AMERICAN RESCUE PLAN ACT (ARPA) FUNDS**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into as of this _____ day of 2024, by and between the **TOWN OF BOW MAR**, a Colorado municipal corporation (the “Town”) and the **BOW MAR WATER AND SANITATION DISTRICT**, a Title 32 Special District organized under the laws of the State of Colorado (the “District”). The Town and the District may be referred to herein individually, as a “Party” and, collectively, as the “Parties.”

WHEREAS, the Town has received grant monies under the American Rescue Plan Act (“ARPA”) that it wishes to use to assist in the funding of necessary improvements to water and sewer infrastructure; and

WHEREAS, the District was organized to provide water and wastewater services to the residents and properties located within its boundaries; and

WHEREAS, properties located within the boundaries of the Town and District are in need of water line replacements, which will benefit the citizens served by both parties; and

WHEREAS, while the District has certain monies available to fund a portion of the necessary water line upgrades it does not have sufficient monies available to fund all of the necessary water line upgrades it wishes to do during calendar year 2024 (“Water Line Upgrades”); and

WHEREAS, the Town is willing to transfer certain of its ARPA funds to the District to assist the District in completing the Water Line Upgrades during calendar year 2024; and

WHEREAS, the District is willing to complete the Water Line Upgrades during calendar year 2024 if the Town transfers certain of its ARPA funds to the District.

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and the receipt of other good and valuable consideration, the amount and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. ARPA Funds and Repairs. The Town agrees to transfer to the District One Hundred Twenty-Five Thousand Dollars and 00/100 (\$125,000.00) of its ARPA funds (the “Funds”) upon complete execution of this Agreement, conditioned upon the District using the Funds to complete the Water Line Upgrades during calendar year 2024; provided, however, nothing herein contained shall obligate the District to award a contract for the construction of the Water Line Upgrades if the cost for the work, based up competitive bids: (i) will exceed the funds the District has budgeted and appropriated for the work or, (ii) in the District’s discretion is excessive and not acceptable. If the District fails to award a contract for the construction of the Water Line Upgrades the Funds will be returned to the Town in accordance with the provisions of Paragraph 3 below. The necessary Water Line Upgrades are identified on Exhibit A to this

Agreement.

2 Compliance with ARPA. The District shall prepare, compile, and retain any records that may be necessary to comply with ARPA and will provide such records to the Town upon request. Both the District and the Town shall be responsible for complying with ARPA and any other applicable laws and regulations.

3 Return of the Funds. If the District has not expended all Funds for the Water Line Upgrades on or before December 31, 2024, the District shall promptly return to the Town any of the Funds that have not been expended.

4 Ownership of Waterline Upgrades. The Water Line Upgrades, once constructed and accepted by the District, shall be owned, operated, and maintained by the District and the Town shall have no right, title, or interest in and to the Water Line Upgrades or any portion thereof.

5 Examination of Records and Audits. Any authorized agent of the Town has the right to access, and the right to examine, copy and retain copies, at the Town's election and expense in paper or electronic form, any pertinent books, documents, papers and records related to the District's use of the Funds and the District's performance under this Agreement. The District shall cooperate with Town representatives and Town representatives shall be granted access to the foregoing documents and information during reasonable business hours.

6 Rights and Remedies Not Waived. In no event will any action or inaction by the Town constitute or be construed to be a waiver by the Town of any breach of covenant or default that may then exist on the part of the District. No action or inaction by the Town when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any such breach or default. No assent, expressed or implied, to any breach of any term of the Agreement constitutes a waiver of any other breach.

7. No Authority to Bind the Town to Contracts. The District lacks any authority to bind the Town on any contractual matters related to the subject matter of this Agreement.

8 Severability. If a court of competent jurisdiction finds any provision of the Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the Parties can be fulfilled.

9. Notices. All notices, statements, requests, demands or other communications ("notices") under this Agreement shall be in writing, and shall be deemed to have been delivered on the date of service, if served personally on the Party to whom notice is to be given, or three (3) days after the deposit of such notice in first class mail, registered or certified, return receipt requested, postage prepaid and properly addressed as follows:

<u>Town:</u>	Town of Bow Mar
	Attn: Mayor
	c/o CRS of Colorado
	7995 E. Prentice Avenue, Suite 103E
	Greenwood Village, Colorado 80111

District: Bow Mar Water and Sanitation District
Attn: Cynthia Lane, Manager
c/o Platte Canyon Water and Sanitation District
8739 W. Coal Mine Ave.
Littleton, CO 80123

Either Party shall have the right to change the address at which notice shall be sent to it by giving written notice of such change of address to the other Party in the same manner set forth for notices above.

10. No Multi-Year Fiscal Obligation. Nothing contained herein is intended or shall create any multi-year fiscal obligation of either Party.

11. Survival. The terms of the Agreement and any exhibits that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement shall survive the Agreement and will continue to be enforceable.

12. Execution of Agreement. The Agreement will be effective and binding upon execution by an authorized representative of each Party.

13. Entire Agreement. This Agreement is fully integrated and constitutes the entire agreement and understanding between and among the Parties with respect to the matters addressed herein and, except as set forth in this Agreement, no representations, warranties or promises have been made or relied upon by the Parties to this Agreement.

14. Miscellaneous. This Agreement shall be enforceable in accordance with the laws of the State of Colorado and, as applicable, Federal Law, and may be specifically enforced by any Party hereto. No amendment or assignment of this Agreement shall be permitted without the mutual written agreement of the Parties..

15. Electronic Signatures and Electronic Records. The Parties consent to the use of electronic signatures. The Agreement, and any other documents requiring a signature under the Agreement, may be signed electronically by the Parties. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

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EXECUTED AS OF THE DATE AND YEAR FIRST WRITTEN ABOVE

TOWN OF BOW MAR

By: _____
Mayor

ATTEST

By: _____
Town Clerk

BOW MAR WATER AND SANITATION DISTRICT

By: _____
President

ATTEST

By: _____
Secretary

EXHIBIT A
WATER LINE REPLACEMENTS

Water line replacements along the entirety of Sombrero Street, from West Bow Mar Drive to Sunset Drive

TOWN OF BOW MAR, COLORADO
ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF BOW MAR
AMENDING CHAPTER 11 OF THE BOW MAR MUNICIPAL CODE CONCERNING THE
TOWN'S RIGHT OF WAY CODE

WHEREAS, obstructions, boring, and excavations in the Town of Bow Mar (the "Town") rights of way disrupt and interfere with public use of the rights of way;

WHEREAS, obstructions, boring, and excavations in Town rights of way result in loss of parking and have the potential to negatively impact the public health, safety and welfare of the Bow Mar community;

WHEREAS, it is desirable to adopt policies and regulations which will enable the Town to gain greater control over the disruption and interference with the public use of public streets and rights of way, to provide for the health, safety and well-being of the Town's residents and users of Town streets;

WHEREAS, significant public funds have been invested to acquire, build, maintain and repair the streets within the Town and cuts and excavations in the streets reduce the useful life of the pavement infrastructure;

WHEREAS, significant public funds have been invested to place and maintain landscaping within public rights of way in the Town and cuts and excavations in the public rights of way cause damage to, and increase the costs of maintaining that landscaping;

WHEREAS, at the present time, the Town's Department of Public Works does not have a detailed map or database indicating the location, nature, or extent of the entire system underground utility and telecommunications facilities;

WHEREAS, the various public and commercial utilities, broadband and communications providers and similar entities which install, maintain, and operate facilities under the Town's streets are constrained, from time to time, to make excavation cuts which degrade the surfaces of these thoroughfares, thereby reducing their useful life;

WHEREAS, operators of motor vehicles (private and commercial) pay added gasoline taxes to compensate for the damage their vehicles cause to Town streets and roads. Part of these taxes are used by the federal government (the federal highway "trust fund") for construction and maintenance of interstate and federal highways. The State of Colorado annually transfers revenue from gasoline taxes to the Town for street maintenance. Public and commercial utilities, broadband and communications providers and similar entities which degrade the streets presently do not adequately pay for the direct costs of the damage done to the roadway surfaces;

WHEREAS, demand for access to broadband services is growing, and to fill such demand,

more broadband network infrastructure is being installed in Rights of Way;

WHEREAS, in nearby jurisdictions, the demand for access and the number of entities seeking to install Facilities has sometimes resulted in multiple, serial Excavations within the Rights of Way, which can and has resulted in traffic disruption, a weakening of pavement integrity, and a shortening of the useful life of paved surfaces, the effect of which can be mitigated with proper planning and oversight as set forth herein;

WHEREAS, while Colorado statutes, particularly, C.R.S. § 38-5.5-109, contains some procedures for addressing joint trenching in connection with broadband provider operations in the Rights of Way, at the present time there is no formal mechanism nor legal requirement that all public and commercial entities coordinate Excavation in the Rights of Way, and construct Facilities in a manner that will minimize future Excavations; and

WHEREAS, the Town intends to responsibly manage its Rights of Way by anticipating such demand and planning accordingly.

NOW, THEREFORE, be it enacted by the Town of Bow Mar as follows:

Section 1. Repeal and Replace Chapter 11, Article 1 of the Bow Mar Municipal Bode. Chapter 11, Article 1 of the Bow Mar Municipal Code is hereby repealed in its entirety and reenacted as follows:

Sec. 11-1. – Purpose and Objectives.

- A. *Purpose.* This Article provides principles, procedures and associated funding for the placement and coordination of Structures and Facilities, construction excavation encroachments and Work activities within or upon any Public Rights of Way, and to protect the integrity of the road system within the Town. To achieve these purposes, it is necessary to require permits of private users of the Public Rights of Way, to establish Permit procedures and to fix and collect fees and charges.
- B. *Objectives.* Public and private uses of Public Rights of Way for location of Facilities employed in the provision of public services should, in the interests of the general welfare, be accommodated; however, the Town must ensure that the primary purpose of the Rights of Way, the safe and efficient passage of pedestrian and vehicular traffic, is maintained to the greatest extent possible. In addition, the value of other public and private installations, roadways, Facilities and properties should be protected, competing uses must be reconciled, and the public safety preserved. The use of the Rights of Way corridors for location of Facilities is secondary to these public objectives. This Article is intended to strike a balance between the public need for efficient, safe transportation routes and the use of Rights of Way for location of Facilities by public and private entities. It thus has several objectives:

1. To ensure that the public safety is maintained and that public inconvenience is minimized.
2. To protect the Town's and other Public Infrastructure investment by establishing repair standards for the pavement, Facilities, and property in the Public Rights of way, when Work is accomplished.
3. To facilitate Work within the Rights of Way through the standardization of regulations.
4. To maintain an efficient Permit process.
5. To conserve and fairly apportion the limited physical capacity of the Public Rights of Way held in public trust by the Town.
6. To establish a public policy for enabling the Town to discharge its public trust consistent with the rapidly evolving federal and state regulatory policies, industry competition and technological development.
7. To promote and incentivize cooperation among the Permittees (as defined herein) and the Town in the occupation of the Public Rights of Way, and Work therein, to (i) eliminate duplication of construction that is wasteful, unnecessary or unsightly, (ii) lower the Permittee's program costs and the Town's costs of providing services to the public, and (iii) minimize street cuts.
8. To assure that the Town can continue to fairly and responsibly protect the public health, safety, and welfare.

Sec. 11-2. – Definitions

For the purpose of this chapter the following words shall have the following meanings:

- A. "Applicant" means an Owner or duly authorized agent of such Owner, who has submitted an application for a Permit to Excavate in the Rights of Way.
- B. "Appurtenances" means transformers, switching boxes, gas regulator stations, terminal boxes, meter cabinets, pedestals, junction boxes, handholes substations, system amplifiers, power supplies, pump stations, manholes, valves and valve housings and other devices that are necessary to the function of electric, communications, cable television, water, sewer, storm water, natural gas, broadband, and other utilities and services.

- C. “Contractor” means A Person, partnership, corporation, or other legal entity who undertakes to construct, install, alter, move, remove, trim, demolish, repair, replace, Excavate, or add to any improvements covered by this Article, that requires work, workers, or equipment to be in the Public Right of Way in the process of performing the above named operations.
- D. “Department” means the Town of Bow Mar Department of Public Works.
- E. “Developer” means the Person, partnership, corporation, or other legal entity who is improving a parcel of land within the Town and who is legally responsible to the Town for the construction of improvements within a subdivision or as a condition of a building permit or other land use or development authorization.
- F. “Commissioner” means the Public Works Commissioner of the Town or their authorized representative.
- G. “Duct” or “Conduit” means a single enclosed raceway for cables, fiber optics or other wires.
- H. “Emergency” means any event which may threaten public health or safety, or that results in an interruption in the provision of services, including, but not limited to, damaged or leaking water or gas Conduit systems, damaged, plugged, or leaking sewer or storm drain Conduit systems, damaged electrical and communications Facilities, and advanced notice of needed repairs is impracticable under the circumstances.
- I. “Excavate” means any Work in the surface or subsurface of the Rights of Way, including, but not limited to opening the Rights of Way; boring; installing, servicing, repairing or modifying any Facility(ies) in or under the surface or subsurface of the Rights of Way, and restoring the surface and subsurface of the Rights of Way.
- J. “Facilities” means, including, without limitation, any pipes, Conduits, wires, cables, amplifiers, transformers, fiber optic lines, antennae, poles, street lights, Ducts, fixtures and Appurtenances and other like equipment used in connection with transmitting, receiving, distributing, offering, and providing broadband, utility and other services.
- K. “Fence” means any artificially constructed barrier of wood, masonry, stone, wire, metal, or any other manufactured material or combination of materials erected to enclose partition, beautify, mark, or screen areas of land.
- L. “Infrastructure” means any public facility, system, or improvement including, without limitation, water and sewer mains and Appurtenances, storm drains and Structures, streets, traffic signal poles and Appurtenances,

Conduits, signs, landscape improvements, and public safety equipment.

- M. “Landscaping” means materials, including without limitation, grass, ground cover, shrubs, vines, hedges, or trees and non-living natural materials commonly used in landscape development, as well as attendant irrigation systems.
- N. “Major Work” or “Major Excavation Work” means any reasonably foreseeable Excavation that will affect the Rights of Way for more than five (5) consecutive calendar days.
- O. “Owner” means any Person, including the Town, who owns any Facilities that are or are proposed to be installed or maintained in the Rights of Way.
- P. “Permit” means any authorization for use of the Public Rights of Way granted in accordance with the terms of this Code, and the laws and policies of the Town.
- Q. “Permittee” means the holder of a valid Permit issued pursuant to this Article and other applicable provisions of applicable law for Excavation in the Rights of Way.
- R. “Person” means any person, firm, partnership, special, metropolitan, or general district, association, corporation, company, or organization of any kind.
- S. “Public Rights of Way” or “Rights of Way” or “Public Way” means any public street, way, place, public utility or similar easement, and Town-owned right of way dedicated to public use.
- T. “Routine Maintenance” means maintenance of Facilities or Landscaping in the Public Rights of Way which does not involve excavation, installation of new Facilities, lane closures, sidewalk closures or damage to any portion of the Public Rights of Way.
- U. “Specifications” means engineering regulations, construction specifications, and design standards adopted by the Town.
- V. “Stop Work Order” means the order directing that work cease as described in Section 11-25 of this Code.
- W. “Structure” means anything constructed or erected with a fixed location below, on, or above grade, including, without limitation, foundations, Fences, retaining walls, awnings, balconies, and canopies.
- X. “Surplus Ducts or Conduits” are Conduits or Ducts other than those

occupied by Permittee or any prior Permittee, or unoccupied Ducts held by Permittee as emergency use spares, or other unoccupied Ducts that Permittee reasonably expects to use within three (3) years from the date of a request for use.

- Y. “Traffic Control Supervisor” is a person who is responsible for implementing a traffic control plan, setting up, and operating traffic control devices as required by this Code and who has satisfied the training and certification requirements as established by the Colorado Department of Transportation’s Procedural Directive on Mandatory Traffic Control Training dated September 22, 2022, or as amended.
- Z. “Work” means any labor performed on, or any use or storage of equipment or materials, including without limitation, construction of streets and all related Appurtenances, fixtures, improvements, sidewalks, bus shelters, bus loading pads, street lights, and traffic signal devices. It shall also mean construction, maintenance, and repair of all underground structures such as pipes, Conduit, Ducts, tunnels, manholes, vaults, buried cable, wire, or any other similar structure located below surface, and installation of overhead poles used for any purpose. “Work” does not include the construction or replacement of a driveway as provided in Section 11-4(E), below.

Sec. 11-3. – Police Powers

The Permittee’s rights hereunder are subject to the police powers of the Town, which include the power to adopt and enforce ordinances, including amendments to this Article, necessary to the safety, health, and welfare of the public. The Permittee shall comply with all applicable laws, regulations, and ordinances enacted, or hereafter enacted, by the Town or any other legally constituted governmental unit having lawful jurisdiction over the subject matter hereof. The Town reserves the right to exercise its police powers, notwithstanding anything in this Article and the Permit to the contrary. Any conflict between the provisions of this Article or the Permit and any other present or future lawful exercise of the Town’s police powers shall be resolved in favor of the latter.

Sec. 11-4. – Permit Required

- A. No Person except a person exempted by contract with the Town shall undertake or permit to be undertaken any construction, excavation, or Work in the Public Rights of Way without first obtaining a Permit from the Town as set forth in this Article, except as provided in Section 11-24 of this Code. Each Permit obtained, along with associated documents, shall be maintained on the job site and available for inspection upon request by any officer or employee of the Town. Such a Permit shall be valid for one (1) year.

- B. *Construction, excavation or Work area.* No Permittee shall perform construction, excavation, or Work in an area larger or at a location different, or for a longer period of time than that specified in the Permit or Permit application. If, after construction, excavation, or Work is commenced under an approved Permit, it becomes necessary to perform construction, excavation, or Work in a larger or different area than originally requested under the application or for a longer period of time, the Permittee shall notify the Commissioner immediately and within twenty-four (24) hours shall file a supplementary application for the additional construction, excavation, or Work.
- C. *Permit transferability or assignability.* The Applicant may subcontract the Work to be performed under a Permit provided that the Permittee shall be and remain responsible for the performance of the Work under the Permit and all insurance and financial security as required. Permits are transferable and assignable if the transferee or assignee posts all required security pursuant to this Article and agrees to be bound by all requirements of the Permit and the Code.
- D. Except as provided in Section 11-24 of this Code, any Person or utility found to be occupying or conducting any excavation activity within the Public Rights of Way without having first obtained the required Permit(s) shall immediately cease all activity (exclusive of actions required to stabilize the area) and be required to obtain a Permit before Work may be restarted. A surcharge to be set by Board of Trustees resolution shall be required in addition to all applicable Permit fees.
- E. A Permit is not required for a homeowner seeking to make a curb cut or connect any driveway or other means of residential access to any Public Rights of Way within the Town, provided that no Work or Major Excavation Work, as defined in this Article, is required for such project. Prior to commencing such a project, a homeowner shall submit a Driveway Application, on forms furnished by the Commissioner.

Sec. 11-5. – Permit Application

- A. An Applicant for a Permit to allow construction, excavation, or Work in the Public Rights of Way under this section shall:
 - 1. File a written application on forms furnished by the Town which include the following: the date of application; the name and address of the Applicant; the name and address of the Developer, Contractor or subcontractor licensed to perform Work in the Public Rights of Way; the exact location of the proposed construction, excavation or Work activity; the type of existing public Infrastructure (street pavement, curb and gutter, sidewalks or utilities) impacted by the

construction, excavation or Work; the purpose of the proposed construction, excavation or Work; the dates for beginning and ending the proposed construction, excavation or Work; proposed hours of Work; itemization of the total cost of restoration if required, based upon R.S. Means Estimating Standards or at the discretion of the Commissioner, other published street repair cost estimating standards; and type of Work proposed.

2. Include an affirmative statement that the Applicant or its Contractor is not delinquent in payments due to the Town on prior Work.
3. Attach copies of all Permits or licenses (including required insurance, deposits, bonding, and warranties) required to do the proposed Work, and to Work in the Public Rights of Way, if licenses or Permits are required under the laws of the United States, the State of Colorado, or the ordinances or regulations of the Town. If relevant permits or licenses have been applied for but not yet received, provide a written statement so indicating. Copies of any such permits or licenses shall be provided to the Town within forty-eight (48) hours after receipt.
4. Provide a satisfactory plan of Work acceptable to the Commissioner showing protection of the subject property and adjacent properties.
5. Provide a satisfactory plan for the protection of existing Landscaping acceptable to the Commissioner, when the Town determines that damage may occur.
6. Include a signed statement verifying that all orders issued by the Town to the Applicant, requiring the Applicant to correct deficiencies under previous Permits issued under this Code, have been satisfied. This verification shall not apply to outstanding claims which are honestly and reasonably disputed by the Applicant, if the Applicant and the Town are negotiating in good faith to resolve the dispute.
7. Include with the application engineering construction drawings or site plans including without limitation existing and proposed topography, drainage patterns, storm drainage features, and utility routes for the proposed construction, excavation, or Work.
8. Include with the application a satisfactory traffic control plan prepared by a certified Traffic Control Supervisor and erosion protection plan, prepared by an engineer licensed by the State of Colorado for the proposed construction, excavation, or Work.

9. Include a statement indicating any proposed joint use or ownership of the Facility; any known existing Facility or Permit of the Applicant at this location; any known existing Facility of others with which the proposed installations might conflict; and the name, address and telephone number of a representative of the Applicant available to review proposed locations at the site.
 10. Pay the fees prescribed by this Code.
- B. Applicants shall update any new information on Permit applications within ten (10) days after any material change occurs.
 - C. *Joint Applications.* Applicants may apply jointly for Permits to Work in Public Rights of Way at the same time and place. Applicants who apply jointly for Permits may share in the payment of the Permit fee. Applicants must agree among themselves as to the portion each shall pay.

Sec. 11-6. – Blanket Maintenance Permits

- A. A Public Rights of Way Permit shall not be required for Routine Maintenance in the Public Rights of Way. However, other maintenance operations within the Public Rights of Way which involve traffic lane closures shall require a Public Rights of Way Permit. To expedite the process for ongoing maintenance operations, owners of Facilities within the Public Rights of Way may, at their sole option and in the alternative to obtaining individual public Rights of Way permits, obtain a blanket maintenance Permit pursuant to this Section.
- B. A blanket maintenance Permit shall be valid from the date of issuance of the Permit for up to twelve (12) consecutive months. Under no circumstances shall a blanket maintenance Permit be valid for more than one (1) year.
- C. A blanket maintenance Permit shall not, under any circumstances, authorize any pavement disturbance or installation of new Facilities. Notwithstanding the foregoing, existing Facilities may be removed and replaced with new Facilities, if no Major Excavation Work or pavement disturbance is required.
- D. Any Person seeking a blanket maintenance Permit shall file an application on a form provided by the Town which includes the following information:
 1. The date of application.
 2. The name, address and telephone number of the Applicant.

3. A general description of the maintenance operations.
 4. Any location of maintenance operations known at the time of application.
 5. Traffic control plans as required by this Section and Section 11-14 of this Code.
 6. If applicable, documentation of the approval for Work required in landscaped medians.
- E. The applicable Permit fee as set by Section 11-7 of this Code, shall accompany the application when submitted.
- F. Blanket maintenance Permits shall be subject to all applicable provisions of this Code.
- G. A blanket maintenance Permit shall not require a performance bond, letter of credit or warranty. Work performed pursuant to a blanket maintenance Permit shall not be subject to the specific inspections set forth in Section 11-11 of this Code, but may be subject to random inspection by the Town to ensure compliance with the terms of the blanket maintenance Permit and applicable provisions of this Code.

Sec. 11-7. – Permit Fee

Before a Permit is issued pursuant to this Article, the Applicant shall pay to the Town a Permit fee, which shall be determined in accordance with a fee schedule adopted by the Town Board of Trustees by resolution. Fees will be reasonably related to the costs inherent in managing the Public Rights of Way. As used in this Article, these costs include without limitation the costs of permitting Rights of Way occupants, verifying Rights of Way occupation, mapping Rights of Way occupations, inspecting job sites and Rights of Way restorations, and administering this Article.

Sec. 11-8. – Insurance and Indemnification

- A. Unless otherwise specified in a franchise agreement between the Permittee and the Town, prior to the granting of any Permit, the Permittee shall file with the Town an insurance policy or certificate in a form satisfactory to the Town with coverage as follows:
1. The Permittee shall carry and maintain in full effect at all times a commercial general liability policy, including broad form property

damage, completed operations contractual liability, explosion hazard, collapse hazard, underground property damage hazard, commonly known as XCU, for limits not less than two million dollars (\$2,000,000.00) each occurrence for damages of bodily injury or death to one or more Persons; and one million dollars (\$1,000,000.00) each occurrence for damage to or destruction of property.

2. Workers compensation insurance as required by state law.
 3. Town departments shall be relieved of the obligation of submitting a certificate of insurance.
 4. Notwithstanding the foregoing, the Commissioner may waive any insurance requirement or other requirements addressing financial security for (i) a governmental entity, or (ii) other entity if such other entity is deemed to provide sufficient coverage through self-insurance, in their sole discretion.
- B. Whenever any Person has filed with the Town evidence of insurance or self-insurance as required, any additional or subsequent Permit holder in the employ of said initial Person may, at the discretion of the Town, be excused from depositing or filing any additional evidence of insurance if such employee is fully covered by the Permittee's insurance policy.
- C. Each Permittee shall construct, maintain, and operate its Facilities in a manner which provides protection against injury or damage to Persons or property.
1. The Permittee, for itself and its related entities, agents, employees, subcontractors, and the agents and employees of said subcontractors, shall save the Town harmless, defend, and indemnify the Town, its successors, assigns, officers, employees, agents, and appointed and elected officials from and against all liability or damage and all claims or demands whatsoever in nature unless caused by the negligent or intentional acts of the Town, and reimburse the Town for all its reasonable expenses, as incurred, arising out of the installation, maintenance, operation or any other Work or activity in the Public Rights of Way or by the Permittee related to its use thereof, including without limitation the actions of the Permittee, its employees, agents, Contractors, related entities, successors and assigns, or the securing of and the exercise by the Permittee of the Permit rights granted in the Permit, including any third party claims, administrative hearings, and litigation; whether or not any act or omission complained of is authorized, allowed, or prohibited by this Code or other applicable law.

2. Following receipt of written notification of any claim the Permittee shall have the right to defend the Town regarding all third-party actions, damages and penalties arising in any way out of the exercise of any rights in the Permit. If at any time, however, Permittee refuses to defend, and the Town elects to defend itself regarding such matters, the Permittee shall pay all reasonable expenses incurred by the Town related to its defense.
3. If the Town institutes litigation against the Permittee for a breach of the Permit or for an interpretation of this Article and the Town is the prevailing party, the Permittee shall reimburse the Town for all costs related hereto, including reasonable attorney's fees. The Permittee shall not be obligated to hold harmless or indemnify the Town for claims or demands to the extent that they are due to the negligence, or any intentional or willful acts of the Town or any of its officers, employees, or agents.
4. In the event the Permittee is a public entity, the indemnification requirements of this section shall be subject to the provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-102, *et seq.*

Sec. 11-9. – Performance Bond or Letter of Credit

- A. Unless otherwise specified in a franchise agreement between the Permittee and the Town, before any Permit required by this chapter shall be issued to an Applicant, the Applicant shall file with the Commissioner a bond or letter of credit in favor of the Town in an amount equal to the total cost of construction, including labor and materials, or five thousand dollars (\$5000.00), whichever is greater. The bond or letter of credit shall be executed by the Applicant as principal and by at least one surety upon whom service of process may be had in the state. The bond or letter of credit shall be conditioned upon the Applicant fully complying with all provisions of the Permit, and upon payment of all judgments and costs rendered against the Applicant for any violation of Permit provisions that may be recovered against the Applicant by any Person for damages arising out of any negligent or wrongful acts of the Applicant in the performance of Work done pursuant to the Permit. The Town may bring an action on the bond or letter of credit on its own behalf or on behalf of any Person so aggrieved as beneficiary. The bond or letter of credit must be approved by the Town's Finance Commissioner as to form and as to the responsibility of the surety thereon prior to the issuance of the Permit. However, the Town may waive the requirements of any such bond or letter of credit or may permit the Applicant to post a bond without surety thereon upon finding that the Applicant has financial stability and assets located in the state to satisfy any claims intended to be protected against the security required by this section.

- B. A letter of responsibility will be accepted in lieu of a performance bond or letter of credit from all public utilities, all franchised entities, and all metropolitan, water and sanitation districts operating within the Town.
- C. The performance bond, letter of credit or letter of responsibility shall remain in force and effect for a minimum of two (2) years after completion and acceptance of the street cut, excavation or lane closure.

Sec. 11-10. – Performance Warranty and Guarantee

- A. Any warranty made hereunder shall serve as security for the performance of Work necessary to repair the Public Rights of Way if the Permittee fails to make the necessary repairs or to complete the Work under the Permit.
- B. The Permittee, by acceptance of the Permit, expressly warrants and guarantees complete performance of the Work in a manner acceptable to the Town and warrants and guarantees all Work done for a period of two (2) years after the date of probationary acceptance, and agrees to maintain upon demand and to make all necessary repairs during the two (2) year period. This warranty shall include all repairs and actions needed as a result of:
 - 1. Defects in workmanship;
 - 2. Settling of fills or excavations;
 - 3. Any unauthorized deviations from the approved plans and Specifications;
 - 4. Failure to barricade;
 - 5. Failure to clean up during and after performance of the Work; and
 - 6. Any other violation of this chapter or the ordinances of the Town.
- C. The two (2) year warranty period shall run from the date of the Town's probationary acceptance of the Work. If repairs are required during the two (2) year warranty period, those repairs need only be warranted until the end of the initial two (2) year period starting with the date of probationary acceptance. It is not necessary that a new two (2) year warranty be provided for subsequent repairs after probationary acceptance.
- D. At any time prior to completion of the two (2) year warranty period, the Town may notify the Permittee in writing of any needed repairs. Such repairs shall be completed within twenty-four (24) hours if the defects are determined by the Town to be an imminent danger to the public health,

safety and welfare. Non-Emergency repairs shall be completed within thirty (30) calendar days after notice.

The warranty described in this section shall cover only those areas of Work undertaken by a Permittee, and not directly impacted by the Work of any other Permittee or the Town. If a portion of Work warranted by Permittee is subsequently impacted by Work of another Permittee or the Town during the warranty period, that other Permittee or the Town shall assume responsibility for repair to the subsequently impacted section of Rights of Way.

Sec. 11-11. – Inspections

A minimum of three inspections shall take place. First, the Permittee shall request that the Town conduct a pre-construction inspection, to determine any necessary conditions for the Permit. Second, the Permittee shall request a post-construction inspection following the completion of the Work. Probationary acceptance will be made if all Work meets Town and Permit standards. Third, approximately thirty (30) days prior to the expiration of the two-year guarantee, the Permittee shall request that the Town conduct a final inspection of the completed Work. If the Work is still satisfactory the bond or letter of credit shall be returned or allowed to expire, with a letter of final acceptance, less any amounts needed to complete Work not done by Permittee. Upon review of the application for a Permit, the Commissioner shall determine how many additional inspections, if any, may be required. For Work which does not involve material disturbance in the Rights of Way, the Commissioner shall waive the final inspection and the performance bond or letter of credit.

Sec. 11-12. – Public Safety

The Permittee shall maintain a safe Work area, free of safety hazards. The Town may make any repair necessary to eliminate any safety hazards not performed as directed. Any such Work performed by the Town shall be completed and billed to the Permittee. The Permittee shall pay all such charges within 30 days of the statement date. If the Permittee fails to pay such charges within the prescribed time period, the Town may, in addition to taking other collection remedies, seek reimbursement through the warranty guarantee. The Town shall not issue any further Permits of any kind to said Permittee, until all outstanding charges (except those outstanding charges that are honestly and reasonably disputed by the Permittee and being negotiated in good faith with the Town) have been paid in full.

Sec. 11-13. – Time of Completion

All Work covered by the Permit shall be completed by the date stated on the application. Permits shall be void if Work has not commenced within forty-five (45) days after issuance, unless an extension has been granted by the Commissioner. Performance bonds, letters of credit or letters of responsibility

deposited as a performance warranty guarantee for individual Permits will be returned after voiding of the Permit, with administrative and any other Town costs deducted.

Sec. 11-14. – Traffic Control

- A. When it is necessary to obstruct traffic, a traffic control plan shall be submitted to the Town prior to starting construction. No Permit will be issued until the plan is approved by the Town. No Permittee shall block access to and from private property, block emergency vehicles, block access to fire hydrants, fire stations, fire escapes, water valves, underground vaults, valve housing Structures, or any other vital equipment unless the Permittee provides the Town with written verification of written notice delivered to the Owner or occupant of the facility, equipment or property at least 48 hours in advance. If a street closing is desired, the Applicant will request the assistance and obtain the approval of the Commissioner. It shall be the responsibility of the Permittee to notify and coordinate all Work in the Public Way with police, fire, ambulance, other government entities, and transit organizations.
- B. When necessary for public safety, the Permittee shall employ flag persons whose duties shall be to control traffic around or through the construction site. The use of flag persons may be required by the Commissioner.
- C. Unless approved by the Commissioner, the Permittee shall not impede rush hour traffic during the morning or evening rush hours. No construction shall be performed, nor shall any traffic lane be closed to traffic during the hours of 7:00 a.m. to 9:00 a.m. or 3:30 p.m. to 6:00 p.m. without the approval of the Commissioner.
- D. Traffic control devices, as defined in Part VI of the Manual on Uniform Traffic Control Devices, must be used whenever it is necessary to close a traffic lane or sidewalk. Traffic control devices are to be supplied by the Permittee. If used at night, they must be reflectorized and must be illuminated or have barricade warning lights if requested by the Commissioner.
- E. Oil flares or kerosene lanterns are not allowed as means of illumination. Nighttime Work area flood lighting shall not be allowed to spill out of the construction area in such a way as to disturb, annoy, or endanger the comfort, health, or peace of others.
- F. Part VI of the Manual on Uniform Traffic Control Devices or any successor publication thereto shall be used as a guide for all maintenance and construction signing. The Permittee shall illustrate on the Permit the warning and control devices proposed for use. At the direction of the

Commissioner, such warning and control devices shall be modified.

- G. *Maintenance and Construction Signing.* The Contractor shall be responsible for maintaining all Work area signing and barricading during construction operations as well as any signs and barricades that are needed to protect roadway users and pedestrians during non-work hours. During non-work hours, all construction Work area signs that are not appropriate shall be removed, covered, or turned around so that they do not face traffic. Any deficiencies noted during non-work hours by the Town shall be corrected immediately by the Contractor. For purposes of this section “immediately” means 30 minutes from verbal notification. If Contractor is not available or cannot be found, the Town may make such corrections and the Contractor shall pay the actual costs plus a penalty of fifty percent (50%) of the amount thereof.

Sec. 11-15. – General Rights of Way Use and Construction

- A. *Minimal Interference.* Work in the Rights of Way, on other public property, near public property, or on or near private property shall be done in a manner that causes the least interference with the rights and reasonable convenience of property owners and residents. Permittee’s Facilities shall be constructed and maintained in such manner as not to interfere with sewers, water pipes, or any other property of the Town, or with any other pipes, wires, Conduits, pedestals, Structures, or other Facilities that may have been laid in the Rights of Way by, or under, the Town’s authority. The Permittee’s Facilities shall be located, erected and maintained so as not to endanger or interfere with the lives of Persons, or to interfere with new improvements the Town may deem proper to make or to unnecessarily hinder or obstruct the free use of the Rights of Way or other public property, and shall not interfere with the travel and use of public places by the public during the construction, repair, operation or removal thereof, and shall not obstruct or impede traffic, except as approved under a traffic control plan or as provided under Section 11-24 of this Code.
- B. *Underground Construction and Use of Poles.*
1. When required by general ordinances, resolutions, regulations or rules of the Town or applicable state or federal law, Permittee’s Facilities shall be placed underground at no cost to the Town. Placing Facilities underground does not preclude the use of ground-mounted Appurtenances.
 2. Where all Facilities are installed underground at the time of Permittee’s construction, or when all such Facilities are subsequently placed underground, all Permittee Facilities that by their nature can function underground, shall also be placed

underground at no expense to the Town unless funding is generally available for such relocation to all users of the Rights of Way. Related equipment, such as pedestals, must be placed in accordance with the Town's applicable code requirements and rules.

3. Should the Town desire to place its own Facilities in trenches or bores opened by the Permittee, the Permittee shall cooperate with the Town in any construction by the Permittee that involves trenching or boring, provided that the Town has first notified the Permittee in some manner that it is interested in sharing the trenches or bores in the area where the Permittee's construction is occurring. The Permittee shall allow the Town to place its Facilities in the Permittee's trenches and bores, provided the Town incurs any incremental increase in cost of the trenching and boring. Should the Town desire to install Facilities such as Ducts or Conduit for the possible use of other entities, then the Permittee shall allow the Town to place these Facilities in the Permittee's trenches and bores, provided the Town shares proportionally in the cost of trenching and boring. The Town shall be responsible for maintaining its respective Facilities buried in the Permittee's trenches and bores under this paragraph.

D. *Use of Conduits by the Town.* Unless otherwise restricted by tariff, the Town may install or affix and maintain its own Facilities for Town purposes in or upon any of Permittee's Ducts, Conduits or equipment in the Rights of Way and other public places, at a charge to be negotiated between the parties, to the extent space therein or thereon is reasonably available, and pursuant to all applicable ordinances and codes. For the purposes of this subsection, "Town purposes" include without limitation the use of the Structures and installations for Town fire, police, traffic, water, telephone, or signal systems.

E. *Common Users.*

1. The Rights of Way have a finite capacity for containing Facilities. Therefore, whenever the Town determines it is impracticable to permit construction of an underground Conduit system by any other entity which may at the time have authority to construct or maintain Conduits or Ducts in the Rights of Way, but excluding entities providing services in competition with Permittee, and unless otherwise prohibited by federal or state law or regulations, the Town may require Permittee to afford to such entity the right to use Permittee's Surplus Ducts or Conduits in common with Permittee, pursuant to the terms and conditions of an agreement for use of Surplus Ducts or Conduits entered into by Permittee and the other

entity. Nothing herein shall require Permittee to enter into an agreement with such entity if, in Permittee's reasonable determination, such an agreement could compromise the integrity of the Permittee's Facilities.

2. All Facilities shall meet any applicable local, state, and federal clearance and other safety requirements, be adequately grounded and anchored, and meet the provisions of contracts executed between Permittee and the other common user. Permittee may, at its option, correct any attachment deficiencies and charge the common user for its costs. Each common user shall pay Permittee for any fines, fees, damages or other costs the common user's attachments cause Permittee to incur.

Sec. 11-16. – Joint Planning and Construction Coordination of Excavations

- A. Excavations in Town Rights of Way disrupt and interfere with the public use of Town streets and can either damage the pavement and Landscaping or preclude future Landscaping or other installations in the Right of Way. The purpose of this Section is to reduce this disruption, interference and damage of the Right of Way by promoting and incentivizing better coordination among Permittees making excavations and the Town. Better coordination will assist in minimizing the number of excavations being made wherever feasible, and will ensure the excavations in Town Rights of Way are, to the maximum extent possible, combined or performed before, rather than after, the resurfacing of the streets by the Town.
- B. Any Permittee owning, operating or installing Facilities in Town Rights of Way, providing water, sewer, gas, electric, broadband, communication, video or other utility services, shall meet and present at the request of the Town (but not more frequently than once per year) with the Commissioner, at the Commissioner's request, the Permittee's infrastructure master plan, and discuss any issues of concern regarding Permittee's infrastructure located within Town Rights of Way. At such intervals, to the extent not already in possession of the Town, Permittee shall submit documentation, in a form required by the Commissioner, showing a location of the Permittee's existing, currently proposed, and future to be proposed Facilities in the Town Rights of Way, and any Facilities in Town Rights of Way that may be or are planned to be taken out of use. Permittee shall discuss with the Commissioner, its infrastructure master plan, and identify planned Major Excavation Work in the Town. The Commissioner may make their own record on a map, drawing or other documentation, of each Permittee's planned Major Excavation Work in the Town; provided, however, that no such document prepared by the Commissioner shall identify a particular entity, or the planned Major Excavation Work of that particular entity.

- C. For Permittees that have not previously installed any Facilities in Town Rights of Way, Permittee shall meet with the Commissioner to discuss its initial infrastructure master plan no later than sixty (60) days after submitting its first Permit application. Thereafter, each Permittee shall submit annually, on the first regular business day of January, a revised and updated infrastructure master plan. Such revised and updated plan shall be submitted in both hard copy and digital format. Between the annual meetings to discuss planned Major Excavation Work, Permittee shall use its best efforts to inform the Commissioner of any substantial changes in the planned Major Excavation Work discussed at the annual meeting.
- D. The Commissioner shall review the infrastructure master plan and identify conflicts and opportunities for coordination of Excavations. Following receipt of the Permittee's existing currently proposed, and future Major Work mapping information, the Commissioner may electronically post the information so that it can be reviewed by affected Owners and Permittees of such conflicts and opportunities to the extent necessary to maximize coordination of Excavation. Each Applicant for a Permit shall coordinate, to the extent practicable, with planned Town operations and each potentially affected Owner and Permittee to minimize disruption in the Rights of Way, regardless of whether such coordination was initiated by the Commissioner.
- E. The Town may disclose information contained in a Permittee's infrastructure master plan to any public or private entity planning on conducting Excavation activities in the Rights of Way only on a need-to-know basis to facilitate coordination among excavators and to avoid unnecessary Excavation in the Rights of Way. To the maximum extent permissible under the Colorado Open Records Act, C.R.S. § 24-72-201, *et seq.*, as amended, the Town shall not otherwise disclose to the public any information contained in mapping information submitted by a Permittee that is proprietary, trade secret or is otherwise protected from disclosure; provided, however that the Town shall have no duty to decline to disclose any information that the Permittee has not identified on its face as proprietary, trade secret or otherwise protected from disclosure. The Town shall notify a Permittee of any request for inspection of public records that calls for disclosure of any infrastructure master plan on which any information has been identified as proprietary, trade secret or otherwise protected from disclosure. The Town shall consult with the Town Attorney regarding any such request and shall inform the affected Permittee either that the Town will refuse to disclose the protected information or, if there is no proper basis for such refusal, that the Town intends to disclose the requested information unless ordered otherwise by a court.
- F. The Commissioner shall prepare a Repaving Plan showing the street resurfacing planned by the Town. For purposes of this Section, the

Repaving Plan shall include a landscaping or other right of way improvement plan. The Repaving Plan shall be revised and updated on an annual basis after meeting to discuss the Permittee's and Town Department's master plans and updates. The Commissioner shall make the Town's Repaving Plan available for public inspection. In addition to any other form of communication, after determining the street resurfacing Work that is proposed for each year, the Commissioner shall post a notice of the proposed Work on the Town's website or other designated electronic location, to provide notice of the proposed street resurfacing Work to all Permittees that have had an annual meeting with the Commissioner, and those broadband providers that are identified on the list maintained by the Colorado Department of Transportation pursuant to C.R.S. § 38-5.5-109 (1)(b).

- G. Prior to applying for a Permit, any Person planning to Excavate in the Town's Rights of Way shall review the Town's Repaving Plan on file with the Commissioner and shall coordinate, to the extent practicable, with the utility and street Work shown on such plans to minimize damage to, and avoid undue disruption and interference with the public use of such Rights of Way. Without such coordination, future Work within Repaved areas may be limited in the discretion of the Commissioner, to prevent premature disturbance of newly paved surfaces.
- H. Prior to undertaking any Work in the Rights of Way or related Landscaping, the Town may notify all Permittees of the Town Work to be performed. Upon such notification, all Permittees shall, within seven (7) days, locate their Facilities in the Rights of Way in which the Work will be performed, and provide documentation in a format acceptable to the Commissioner of the Permittee's Facilities in that Rights of Way.

Sec. 11-17. – Joint Excavation

- A. *Private Entity Excavators.* Whenever two or more Permittees propose Major Work in the same block within a one-year period, such Work shall be performed by one private entity excavator. For purposes of this subsection, the private entity excavators shall coordinate all permits as a single Permit Applicant and shall submit one application.
- B. *Public Entity Excavator and Private Entity Excavator.* Whenever a public entity excavator(s) and a private entity excavator(s) propose Major Work in the same block within a three-year period, the Department shall condition Permits for such Work in a manner that maximizes coordination and minimizes the total period of construction.
- C. *Excavations Not Identified on Major Work Plans.* When an Applicant

seeks a Permit for an Excavation, and such Excavation has not been identified on a Major Excavation Plan so as to allow the Town to coordinate joint Excavation prior to application as set forth in subsections A through B of this section, an Applicant may, in the discretion of the Commissioner, be required to circulate a description of the proposed Excavation to other Permittees and parties described in Section 11-16(E) to determine whether any Persons have construction requirements or opportunities for coordinating joint Excavations along the proposed route.

1. The Persons notified should be provided with the Applicant's proposed route plan, the target commencement date and the estimated completion date.
2. Within ten (10) working days after the notification required by this subsection, any interested Person must notify the Applicant of their requirements so that the Applicant may incorporate these requirements, where reasonable, in its Permit application. The Applicant should summarize the responses it receives from other Persons in its Application.
3. If the Applicant believes that it is not reasonably feasible to entertain the requests made by another Person(s) for conditions of joint Excavation, it should notify Town and the other Person(s) within ten (10) working days from the date of receiving the requirements from the other Person(s) and provide reasons why it is considered not reasonable to do so. The parties are expected to endeavor to resolve any technical or commercial concerns among themselves, and the Applicant shall report the results of these efforts together with its application for a Permit.

D. *Waiver of Joint Excavation Requirements.* Permit Applicants may seek a waiver of the joint Excavation requirements with respect to a particular Excavation.

1. Except in cases of Emergencies, within thirty (30) calendar days of receipt of a written request for a waiver, the Commissioner, in their discretion, may grant a waiver to the joint Excavation requirements for good cause. In making their decision on the request for waiver, the Commissioner shall consider the impact of the proposed Excavation on the neighborhood, the Applicant's need to provide services to a property or area, facilitating the deployment of new technology and improved services, and the public health, safety, welfare, and convenience. The Commissioner shall indicate in written, electronic, or facsimile communication the basis for granting any waiver pursuant to this subsection.

2. The Commissioner may waive the requirements for joint Excavation in cases where Emergency conditions exist.
3. The Commissioner may place additional conditions on any Permit(s) subject to a waiver, including, without limitation, the charging of additional fees. The Commissioner's decision regarding waivers of the joint Excavation requirements shall be final.

Sec. 11-18. – Minimizing the Impacts of Work in the Rights of Way

- A. *Relocation and Protection of Utilities.* Before beginning excavation in any Public Way, a Permittee shall contact the Utility Notification Center of Colorado (UNCC) and, to the extent required by C.R.S. § 9-1.5-101 *et seq.*, make inquiries of all ditch companies, utility companies, broadband providers, districts, local government departments, and all other agencies that might have Facilities in the area of Work to determine possible conflicts. The Permittee shall contact the UNCC and request field locations of all Facilities in the area pursuant to UNCC requirements. Field locations shall be marked prior to commencing Work. Additionally, Permittee shall provide the Town with information concerning the field locations of all Facilities in a graphical and verified format acceptable to the Commissioner. If the Permittee fails to provide the locate information requested by the Town, the Town may obtain this information and charge the Permittee the actual costs for obtaining the information. The Permittee shall support and protect all pipes, Conduits, poles, wires, or other apparatus which may be affected by the Work from damage during construction or settlement of trenches subsequent to construction.
- B. *Noise, Dust, Debris, Hours of Work.* Each Permittee shall conduct Work in accordance to all applicable laws and in such manner as to avoid unnecessary inconvenience and annoyance to the general public and occupants of neighboring property. In the performance of the Work, the Permittee shall take appropriate measures to reduce noise, dust, and unsightly debris. No Work shall be done between the hours of 7:00 p.m. and 7:00 a.m., Monday through Friday, nor between 5:00 p.m. and 8:00 a.m. on weekends or holidays, except with the written permission of the Commissioner, or in case of an Emergency.
- C. *Trash and Construction Materials.* Each Permittee shall maintain the Work site so that:
 1. Trash and construction materials are contained so that they are not blown off of the construction site.
 2. Trash is removed from a construction site often enough so that it

does not become a health, fire, or safety hazard.

3. Trash dumpsters and storage or construction trailers are not placed in the street without specific approval of the Commissioner.
- D. *Deposit of Dirt and Material on Roadways.* Each Permittee shall utilize their best efforts to eliminate the tracking of mud or debris upon any street or sidewalk. Streets and sidewalks shall be cleaned of mud and debris at the end of each day. All equipment and trucks tracking mud and debris into the Right of Way shall be cleaned of mud and debris at the end of each day or as directed by the Commissioner.
- E. *Protection of Trees and Landscaping.* Each Permittee shall protect trees, landscape, and landscape features as required by the Town. All protective measures shall be provided at the expense of the Permittee.
- F. *Protection of Paved Surfaces From Equipment Damage.* Backhoe equipment outriggers shall be fitted with rubber pads whenever outriggers are placed on any paved surface. Tracked vehicles that will damage pavement surfaces are not permitted on paved surface unless specific precautions are taken to protect the surface. The Permittee will be responsible for any damage caused to the pavement by the operation of such equipment and, shall repair such surfaces. Failure to do so will result in the use of the Applicant's performance/warranty guarantee by the Town to repair any damage, and, possibly, the requirement of additional warranty(s).
- G. *Protection of Property.* Each Permittee shall protect from injury any adjoining property by providing adequate support and taking other necessary measures. The Permittee shall, at its own expense, shore up and protect all buildings, walls, Fences or other property likely to be damaged during the Work, and shall be responsible for all damage to public or private property resulting from failure to properly protect and carry out Work in the Public Way.
- H. *Clean-Up.* As the Work progresses, all Public Rights of Way and private property shall be thoroughly cleaned of all rubbish, excess dirt, rock, and other debris. All clean-up operations shall be done at the expense of the Permittee.
- I. *Preservation of Monuments.* A Permittee shall not disturb any surface monuments, property marks or survey hubs and points found on the line of Work unless approval is obtained from the Commissioner. Any monuments, hubs, and points disturbed will be replaced by a Colorado Registered Land Surveyor at the Permittee's expense.
- J. Each Permittee shall make provisions for employee and construction

vehicle parking so that neighborhood parking adjacent to a Work site is not impacted.

- K. Each Permittee shall maintain an adequate and safe unobstructed walkway around a construction site in conformance with Town Code.
- L. Each Permittee shall clear all snow and ice hazards from public Rights of Way at the Work site by noon following a snowfall in conformance with Town Code.
- M. Each Permittee shall provide necessary sanitary facilities for workers. The location of such facilities shall be approved by the Town in the Permit.
- N. No open excavations shall remain overnight without written approval from the Town.

Sec. 11-20. – Standards for Repairs and Restoration

- A. *Permittee Responsibility.* The Permittee shall be fully responsible for the cost and actual performance of all Work in the Public Rights of Way. The Permittee shall do all Work in conformance with any engineering regulations, Specifications, and design standards adopted by the Town. These standards shall apply to all Work in the Public Rights of Way unless otherwise indicated in the Permit.
- B. All restoration shall result in a Work site condition equal to or better than that which existed prior to construction. In addition to the regulations, Specifications and standards referred to in subsection (A) the following provisions shall apply to Work in the Public Rights of Way of the Town.
 - 1. Pavement cuts and trenches shall be backfilled in conformance with the Municipal Government Pavement Engineers Council (“MGPEC”) Pavement Design Standards and Construction Specification Manual.
 - 2. The new asphalt thickness shall be five inches (5”) minimum or match existing, and be compacted upon placement. Asphalt depths will be governed by the existing cross section of the street but not less than five (5) inches of full deep asphalt shall be used to fill a street cut regardless of the existing cross section. Concrete meeting or exceeding the MGPEC Pavement Design Standards and Construction Specification Manual shall be used to replace concrete pavement or flatwork wherever it occurs.
 - 3. Asphalt that meets or exceeds Grade SX PG64-22 shall be used for

the top layer of asphalt. For any layers below the top layer, asphalt that meets or exceeds Grade S PG 64-22 shall be used.

Sec. 11-21. – Construction and Restoration Standards for Newly Overlayed Streets

No Person shall cause an open trench excavation or potholing of utilities in the pavement of any Public Rights of Way for a period of three (3) years from the completion of construction or resurfacing except in compliance with the provisions of this Section.

- A. *Application.* Any application for a Permit to Excavate in Public Rights of Way subject to the requirements of this section shall contain the following information:
1. A detailed and dimensional engineering plan that identifies and accurately represents the Town Rights of Way or property that will be impacted by the proposed excavation, as well as adjacent streets, and the method of construction.
 2. The street width including curb and gutter over the total length of each Town block that will be impacted by the proposed excavation.
 3. The location, width, length, and depth of the proposed excavation.
 4. The total area of existing street pavement in each individual Town block that will be impacted by the proposed excavation.
 5. A written statement addressing the criteria for approval.
- B. *Criteria for Approval.* No Permit for excavation in the Rights of Way of newly overlaid streets shall be approved unless the Commissioner finds that all of the following criteria have been met:
1. Boring or jacking without disturbing the pavement is not practical due to physical characteristics of the street or other utility conflicts.
 2. Alternative utility alignments that do not involve excavating the street are found to be impracticable.
 3. The proposed excavation cannot reasonably be delayed until after the three (3) year deferment period has lapsed.
- C. *Exemptions for Emergency Operations.* Emergency maintenance operations shall be limited to circumstances involving the preservation of life, property, or the restoration of customer service. Persons with prior

authorization from the Town to perform Emergency maintenance operations within the Public Rights of Way, shall be exempted from this section. Any Person commencing Emergency maintenance operations shall submit detailed engineering plans, construction methods and remediation plans no later than three Working days after initiating the Emergency maintenance operation.

- D. *Exemptions for Non-Emergency Operations.* A Permittee may apply to the Commissioner for an exemption under this section when the construction is necessary in the public interest or to provide a public service. By way of example, but not by limitation, an exemption could be requested to provide services to a part of the Town where no service would be available without construction. If a non-Emergency exemption is granted to disturb a Public Way within the three (3) year period, the Commissioner may, in their sole discretion, impose additional restoration requirements, including but not necessarily limited to, repaving of a larger area, such as an entire block in which the construction occurs.
- E. *Construction and Restoration Standards for Newly Overlaid Streets.* The streets shall be restored and repaired in conformance with the MGPEC Design Standards and Construction Specification Manual and guaranteed in accordance with Section 11-10 of this Code.

Sec. 11-22. – Relocation of Facilities

If at any time the Town requests the Permittee to relocate its Facilities, to allow the Town to make any public use of Rights of Way, or if at any time it shall become necessary because of a change in the grade or for any other purpose by reason of the improving, repairing, constructing, or maintaining of any Rights of Way, or reason of traffic conditions, public safety or by reason of installation of any type of Structure of public improvement the Town or other public agency or special district, and any general program for the undergrounding of such Facilities, to move or change the Permittee's Facilities within or adjacent to Rights of Way in any manner, either temporarily or permanently, the Town shall notify the Permittee at least ninety (90) days in advance, except in the case of emergencies, of the Town's intention to perform or have such Work performed. The Permittee shall thereupon, at no cost to the Town, accomplish the necessary relocation, removal or change within a reasonable time from the date of the notification, but in no event later than three (3) working days prior to the date the Town has notified the Permittee that it intends to commence its Work or immediately in the case of emergencies. Upon the Permittee's failure to accomplish such Work, the Town or other public agencies or special district may perform such Work at the Permittee's expense and the Permittee shall reimburse the Town or other agency within thirty (30) days after receipt of a written invoice. Following relocation, all affected property shall be restored to, at a minimum, the condition which existed prior to construction by Permittee at the Permittee's expense. Notwithstanding the requirements of the

Section, a Permittee may request additional time to complete a relocation project. The Commissioner shall grant a reasonable extension if in their sole discretion, the extension will not adversely affect the Town's project.

Sec. 11-23. – Abandonment and Removal of Facilities

- A. *Notification of Abandoned Facilities.* Any Permittee that intends to discontinue use of any Facilities within the Public Rights of Way shall notify the Commissioner in writing of the intent to discontinue use. Such notice shall describe the Facilities for which the use is to be discontinued, a date of discontinuance of use, which date shall not be less than thirty (30) days from the date such notice is submitted to the Commissioner and the method of removal and restoration. The Permittee may not remove, destroy or permanently disable any such Facilities during said thirty (30) day period without written approval of the Commissioner. After thirty (30) days from the date of such notice, the Permittee shall remove and dispose of such Facilities as set forth in the notice, as the same may be modified by the Commissioner, and shall complete such removal and disposal within six (6) months, unless additional time is requested from and approved by the Commissioner.
- B. *Conveyance of Facilities.* At the discretion of the Town, and upon written notice from the Commissioner within thirty (30) days of the notice of abandonment, the Permittee may abandon the Facilities in place, and shall further convey full title and ownership of such abandoned Facilities to the Town. The consideration for the conveyance is the Town's permission to abandon the Facilities in place. The Permittee is responsible for all obligations as Owner of the Facilities, or other liabilities associated therewith, until the conveyance to the Town is completed.
- C. *Abandonment of Facilities in Place.* At the discretion of the Town, and upon written notice from the Commissioner the Permittee may abandon the Facilities in place, but the Permittee still retains the responsibility for all obligations as Owner of the Facilities, or other liabilities associated therewith.

Sec. 11-24. – Emergency Procedures

- A. Any Person maintaining Facilities in the Public Way may proceed with repairs upon existing Facilities without a Permit when Emergency circumstances demand that the Work be done immediately. The Person doing the Work shall apply to the Town for a Permit on or before the third Working day after such Work has commenced. All Emergency Work will require prior telephone notification to the Town Police Department and South Metro Fire Rescue.

- B. *Notifications.* If any damage occurs to an underground Facility or its protective covering, the Contractor shall notify the Facility's operator promptly. When the Facility's operator receives a damage notice, the Facility's operator shall promptly dispatch personnel to the damage area to investigate. If the damage results in the escape of any inflammable, toxic, or corrosive gas or liquid or endangers life, health, or property, the contractor responsible shall immediately notify the Facility's operator and emergency services and take immediate action to protect the public and nearby properties.

Sec. 11-25. – Revocation of Permits and Stop Work Orders

- A. Any Permit may be revoked or suspended by the Commissioner, after written notice to the Permittee for:
1. Violation of any material condition of the Permit or of any material provision of this Code.
 2. Violation of any material provision of any other ordinance of the Town or state law relating to the Work.
 3. Existence of any condition or performance of any act which the Town determines constitutes or causes a condition endangering life or damage to property.
- B. *Stop Work Orders.* A Stop Work Order may be issued by the Commissioner to any Person or Persons doing or causing any Work to be done in the Public Way for:
1. Working without a Permit except for Routine Maintenance or Emergency repairs to existing Facilities as provided for in this Code.
 2. Doing Work in violation of any provisions of this Code, or any other ordinance of the Town, or state law relating to the work.
 3. Performing any act, which Town determines constitutes or causes a condition that either endangers life or property.
- C. A suspension or revocation by the Commissioner, and a Stop Work Order, shall take effect immediately upon notice to the Person performing the Work in the Public Way, or to the Permittee's last known address.
- D. Any suspension or revocation or Stop Work Order may be appealed by the Permittee in accordance with this Chapter by filing a written notice of appeal within thirty (30) days of the action.

Sec. 11-26. – Appeals Procedure

Any decision rendered by the Commissioner pursuant to this Code may be appealed within thirty (30) days by the Permittee to the Town Board of Trustees in accordance with the rules and procedures established by that body.

Sec. 11-27. – Penalty

If any Person violates or cause the violation of any of the provisions of this Chapter, they shall be guilty of a separate offense for each day or portion thereof during which a violation is committed, continues or is permitted, and upon conviction of any such violation such Person shall be punished as provided in Section 1-72 of this Code for each such violation.

Sec. 11-28—11-30 – Reserved.

Section 3. Safety Clause. The Board of Trustees hereby finds, determines, and declares that this ordinance is necessary and proper for the health, safety, and welfare of the Town and its residents.

Section 4. Severability. If any part, section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of the ordinance. The Board of Trustees hereby declares that it would have passed the ordinance including each part, section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that one or more part, section, subsection, sentence, clause, or phrase is declared invalid.

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

Section 6. Codification Amendments. The codifier of the Town’s Municipal Code, Municipal Code Corporation, is hereby authorized to make such numerical and formatting changes as may be necessary to incorporate the provisions of this Ordinance within the Bow Mar Municipal Code.

INTRODUCED, READ, APPROVED, AND ORDERED PUBLISHED this ____ day of _____, 2024.

ATTEST:

TOWN OF BOW MAR:

By: _____

Sue Blair, Town Clerk

By: _____

Bryan Sperry, Mayor

Compliance with Section 1-46 of the Bow Mar Municipal Code:

INTRODUCED BY TRUSTEE _____

SECONDED BY TRUSTEE _____