

**TOWN OF BOW MAR**  
**OFFICIAL NOTICE AND AGENDA**  
**SPECIAL MEETING OF THE BOARD OF TRUSTEES**

DATE: Wednesday, May 27th, 2026  
TIME: 1:00 p.m.  
PLACE: 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 1:00 p.m.

Call to Order, Roll Call and Pledge of Allegiance – Bryan Sperry

Agenda

- Approve Agenda

Public Comment

- Speakers must sign in with the Clerk (comments are limited to 3 minutes)

Variance

- To Consider an Application for a Variance by the Property Owner at 5120 Juniper St., Littleton, CO 80123, From the Zoning Restriction that Limits Site/ Retaining Wall Height (enclosure)

Old Business

- Update Regarding Gate Installation and Traffic Calming Project
- Berry Entrance Landscape Improvements - Design Concept

Consent Agenda

- Approval of the Minutes of the Special Meeting Held on April 20, 2026 (enclosure)
- Treasurer’s Report and Payments Approval

Commissioner’s Report

Public Safety	Mease, Cottrell (enclosure)
Finance	Chrisman
Building	Carlson
Parks and Recreation	Hinton
Public Works	Peterson
Intergovernmental	Osbourne-Manning

Clerk's Comments

- Next Regular Meeting is scheduled for Monday, June 15, 2026

Attorney's Report

- Discussion on Executed Gate Resolutions

Mayor's Report

New Business

- Review and Consider The Contract For Wizard Works (gate installer)
- Review and Approve Service Agreement for Terry Weis Building Inspections (enclosure)

Adjournment

## BOW MAR Design Review

5120 Juniper St

Fuller Residence

Variance Request

May 12, 2026 at 7:00 pm

### **Meeting Notes:**

- The homeowner presented plans to change materials for retaining walls
- Previously rock walls were to be built and now brick will be used with a foundation
- Due to foundation location inside the setback a variance is required

### **DRB response:**

-None

### **Outstanding/Not Approved Items**

-None

### **Approval**

- The DRB supports a variance for Town Trustees consideration
- Should any changes need to be made, different than this application, you must contact Mat Birkeness before proceeding with work. [mbirkeness@crsofcolorado.com](mailto:mbirkeness@crsofcolorado.com)
- DRB approval is valid for 180 days; should a project not begin within that timeframe, DRB approval is required again.
- All DRB approvals are subject to Town of Bow Mar ordinances the applicant must adhere to







DRAWING NOTE	
<input type="checkbox"/>	PERMIT DRAWINGS
<input type="checkbox"/>	NOT RELEASED FOR CONSTRUCTION
<input checked="" type="checkbox"/>	RELEASED FOR CONSTRUCTION

ABBREVIATION LEGEND			
FFE=	FINISHED FLOOR EL.	EL=	ELEVATION
TW=	TOP OF WALL	TYP=	TYPICAL
HT=	HEIGHT	CL=	CENTER LINE
FG=	FINISH GRADE	EX=	EXISTING
TF=	TOP OF FOOTING	RB=	ROOTBALL
TS=	TOP OF STEPS	LP=	LOW POINT
BS=	BOTTOM OF STEPS	HP=	HIGH POINT
TC=	TOP OF CURB	DN=	DOWN
TP=	TOP OF PIER	DS=	DOWNSPOUT

**GENERAL NOTES**

- ANY AND ALL FIELD CHANGES, MODIFICATIONS, REVISIONS TO DESIGN SHALL IMMEDIATELY BE BROUGHT TO THE ATTENTION OF HOGAN LANDSCAPE ARCHITECTURE, L.L.C. BY PHONE AND IN WRITING, PRIOR TO EXECUTION. ANY WORK DONE PRIOR TO OR WITHOUT SUCH NOTIFICATION SHALL RELEASE HOGAN LANDSCAPE ARCHITECTURE, L.L.C. OF ALL RESPONSIBILITIES. ANY WORK DONE AFTER SUCH DISCOVERY, UNTIL AUTHORIZED, WILL BE AT THE CONTRACTOR'S RISK.
- IF THE CONTRACTOR, IN THE COURSE OF THE WORK, FINDS ANY DISCREPANCIES BETWEEN THE PLANS AND THE PHYSICAL CONDITIONS OF THE LOCALITY OR ANY ERRORS OR OMISSIONS IN THE PLANS OR IN THE LAYOUT AS GIVEN BY HOGAN LANDSCAPE ARCHITECTURE, L.L.C., IT SHALL BE HIS DUTY TO IMMEDIATELY INFORM HOGAN LANDSCAPE ARCHITECTURE, L.L.C., WHO WILL PROMPTLY VERIFY THE SAME. ANY WORK DONE AFTER SUCH DISCOVERY, UNTIL AUTHORIZED, WILL BE AT THE CONTRACTOR'S RISK.
- THE CONTRACTOR SHALL OBTAIN ALL REQUIRED PERMITS AND LICENSES FOR EXECUTION OF THE WORK. ALL CONSTRUCTION METHODS OF WORK SHALL BE IN ACCORDANCE WITH FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS.
- GRADES INDICATED ON PLAN ARE APPROXIMATE ONLY AND USED TO SHOW DESIGN INTENT. SEE CIVIL DRAWINGS FOR FINAL GRADING AND DRAINAGE. CONTRACTOR TO FIELD VERIFY ALL GRADINGS TO ENSURE POSITIVE DRAINAGE OF ALL SURFACES.
- CONTRACTOR SHALL FIELD VERIFY EXACT NUMBER OF RISERS TO BE USED. CONTRACTOR SHALL CONTACT LANDSCAPE ARCHITECT IF FIELD CONDITIONS ON RISER NUMBER AND LAYOUT VARY.

**RECORD OF PROCEEDING**

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**MINUTES OF A REGULAR MEETING OF THE BOARD OF TRUSTEES OF**

**THE TOWN OF BOW MAR**

**HELD MONDAY, APRIL 20, 2026**

A regular meeting of the Board of Trustees of the Town of Bow Mar, Colorado, was held on Monday, April 20, 2026, at 6:00 p.m., at Columbine Valley Town Hall, 2 Middlefield Road, Columbine Valley CO, 80123.

Present:

Mayor Sperry: Bryan Sperry

Trustees: Leslie Hinton  
Chris Mease  
Liz Manning  
David Peterson  
Jane Carlson

Absent was Trustee Chrisman whose absence was excused.

Also, in attendance were:

Michaela Szilagyi, Wilson Williams Fellman Dittman  
Sue Blair; CRS of Colorado  
Kayla Blair, CRS of Colorado  
Jamie Milliman, Town of Columbine Valley Police  
Kyle Logan, Logan and Associates, LLC  
Brenda Sears, Resident  
Susan Scyphers, Resident  
Michael Frank, Resident  
Peggy Bent  
Jeff Smith, Resident  
Carl Hagen, Resident  
Mary Hagen, Resident  
Jenny Kelly, Resident  
Dan Kelly, Resident  
Toby Erickson, Resident  
Craig Patterson, Resident  
Jason Dawkins, Resident  
Rob Sterling, Resident  
John Pierson, Resident

**AGENDA:**

Upon motion duly made, seconded, and unanimously carried, the agenda was approved.

**OATHS OF OFFICE:**

Ms. Blair administered the oaths of office to the Board of Trustees and Mayor Sperry.

Following the administration of the oaths, Mayor Sperry shared his deep appreciation for the opportunity to serve the community and expressed enthusiasm about continuing in his role as mayor.

He addressed the community, emphasizing that Bow Mar’s strength has always come from its residents. He stated that nobody understands the character, priorities, and needs of the community better than the people who live here. He noted that as our own town, we can identify issues that affect us, address them directly, and in ways that reflect our community’s values including decisions that prioritize public safety and neighborhood integrity.

He reminded everyone that Bow Mar remains one of the few municipalities in the metro Denver region that still operates under a more limited statutory framework. As the region continues to grow and pressures increase around us, he stated that it is important that we evaluate whether our current structure provides the level of local authority needed to preserve the unique character of Bow Mar.

Last year, the Board received presentations on potential governance improvements, and he expressed the need to return to the subject. Mayor Sperry said that the attention of the board appropriately had shifted over the past year to resolving long-standing issues related to design review guidelines and improving neighborhood safety. Both subjects have required significant time, focus, and community engagement.

**PUBLIC COMMENT**

Dan Kelly addressed the Board, explaining that although he had previously opposed the idea of gates, his perspective shifted following the most recent car accident in Town. Even so, he clarified that he does not support gating the entire neighborhood. Instead, he advocated for additional traffic-calming measures and a more gradual approach to slowing traffic on Prospect. He suggested options such as rumble strips, speed bumps, improved signage, and lighting. He also noted how easy it was to enter via Tufts and expressed interest in learning more about maintenance costs, as well as how the Town plans to address routing through Google Maps. He concluded by thanking the Mayor for his time.

Carl Hagen asked about the purpose of the stamped concrete and what it is intended to achieve. He also raised questions about the specific issues the Town is trying to address, emphasizing the importance of avoiding unintended impacts on other streets. He added that, in his view, installing two gates for the Town would be the most effective solution.

Michael Frank spoke to the Board about GPS routing through the neighborhood, noting that he would like to challenge some of the assumptions. He shared that when he stood at the new apartment complex, he was not directed through the neighborhood, and said he is intrigued by the concept and

would like to better understand it. He also asked about the additional maintenance costs and expressed uncertainty about whether gates would improve safety.

Susan Scypher stated that there are many ways to implement gates and expressed interest in how the Town plans to approach them, such as using key fobs or a guard. She requested greater clarity on traffic flow and emphasized the importance of not increasing congestion on surrounding streets. While she is supportive of gates, she encouraged a slower, more deliberate process to determine the best solution.

Craig Patterson thanked the Board and noted that the discussion centers on two main issues: traffic and safety. He emphasized that there have been multiple incidents and stressed the importance of protecting the children in the Town. He shared that his daughter was nearly abducted and referenced another recent incident involving a child. While acknowledging these concerns, he expressed skepticism about whether gates would improve safety, noting that they could potentially be bypassed or damaged.

Jason Dawkins thanked the Board and reported that another car accident occurred a few days ago, noting that these incidents seem to be happening regularly—approximately every six to eight weeks. He emphasized that the safety of the Town's children should remain the top priority.

Rob Sterling stated that he lives on Prospect and is concerned that increased traffic could be diverted onto his street, which he feels would be unfair. He expressed the opinion that blocking Tufts would not resolve the issue and suggested that additional signage be installed at Prospect and Belleview.

John Pierson stated he wants a gate at Belleview. He doesn't think this will help drunk drivers but it is a good step forward.

Toby Erickson thanked the Trustees and noted that he has attended all the meetings regarding the gate issue and listened to the community's feedback. He offered a perspective on the Town's layout, pointing out that there are three main roads into which the other streets feed, and questioned whether the approach is being guided by data. He said he is neutral on the idea of gates but emphasized the importance of ensuring traffic flows evenly throughout the Town.

The mayor closed public comment and provided an overview of the project and its origins. He emphasized that there is an opportunity to make a significant safety improvement for the town and that the goal has been to identify and implement a system that best fits the community's needs. He explained that the trustees have focused on a phased and data driven approach, with the Sheridan entrance identified and approved as the starting point, while acknowledging that concerns remain on Prospect leading to Wagon Trail. He stressed that action is also needed at Prospect where the temporary barriers are currently located to improve safety for the families and children who live in that section of town. The mayor pointed to the level of success that the Town of Foxfield experienced after gating just two of their eight entrances. He reviewed the meetings held with Foxfield and stated that Bow Mar has tried to learn as much as possible from Foxfield's experience of making their streets safer. He added that design was underway and the idea of some stamped concrete at the Sheridan entrance is still under consideration but has not been finalized. Regarding Tufts, he noted that any action there will be determined based on the results at Sheridan. He also shared that the Town has worked extensively with Denver and Littleton over the past 30 days. Mayor Sperry noted that both cities have expressed considerable reservations about the project, but he remained optimistic that through continued productive dialogue, the priority

of ensuring our community's safety would take precedence over considerations of convenience for others.

Trustee Peterson added that he has been working with Google and other mapping platforms to ensure our community's 20mph speed limit is accurately reflected. He also noted that additional signage will be incorporated into the town's entrance plan to remind both residents and visitors that they are entering a residential neighborhood, reinforcing awareness as drivers come into the community.

Mayor Sperry reported that concerns from residents about permanently closing Prospect from the Belleview Circle had been heard and that in response, plans had been developed for approval that included barrier gates on both sides of the street where the temporary barriers are currently located, rather than permanent closure. 24-hour access will be maintained in both directions for residents, police, fire trucks, and deliveries. He added that the goal is to provide residents with greater safety and peace of mind, create a stronger deterrent for through traffic, and ensure the system remains easy to repair and modify if needed.

### **OLD BUSINESS**

Review and Approve Resolution for the Installation of Double Barrier Arm Gates at Prospect Street: Upon motion duly made, seconded, and unanimously carried, the resolution for the installation of double barrier arm gates at Prospect Street leading to Wagon Trail on the north side of the Belleview circle was approved.

Berry Entrance Landscape Improvements Update: This item was tabled until the next meeting while the design continues to be worked on by the landscape architect.

### **OTHER MATTERS**

Conduct a Public Hearing to Amend the 2025 Budget: Mayor Sperry opened the public hearing at 7:28 p.m. With no public comment, the Mayor closed the public hearing at 7:31 p.m. Upon motion duly made, seconded, and unanimously carried, the 2025 budget amendment was approved as presented.

Review and Acceptance of 2025 Audit: Mr. Logan presented the 2025 audit of the town's finances to the Board and noted it was a clean audit. Upon motion duly made, seconded, and unanimously carried, the 2025 audit was accepted as presented.

### **CONSENT AGENDA**

The consent agenda (including minutes, payables, and the Treasurer's report) was approved.

### **COMMISSIONERS REPORT:**

Public Safety: Trustee Mease reported to the Board that it was generally a quiet month for public safety, with additional patrols conducted as needed. He noted that he has been working with Columbine Valley on new e-bike regulations and exploring the development of educational materials for children. He also shared that he has been coordinating with South Metro Fire Rescue on a wildfire risk analysis for the Town to identify potential areas for improvement. Officer Milliman reviewed the monthly incident report with the Board.

Finance: Ms. Blair reviewed the financial report with the Board.

Building: Trustee Carlson reviewed the monthly report with the Board. During the month of March, the Town collected \$ 3,139.00 in permit fees, \$960.00 in license fees and \$ 780.00 in transportation utility fees, for a total collection of \$1,060.00. The payment to the building inspector was \$2,345.00.

Parks and Recreation: Trustee Hinton informed the Board that the sprinkler systems have been activated and that mosquito control, weed treatment, and mowing are currently underway. She also noted that the painting committee will be working on refurbishing six street signs.

Public Works: Trustee Peterson told the Board that there will be tree trimming at the Belleview entrance and that he has been working with CDI and the potential contractor for the Sheridan gate to finalize both design and costs.

Intergovernmental: Trustee Manning let the Board know that they are still waiting from Republic on edits for the potential renewal of the Town's trash agreement. She also noted that CLA will be sending the 1<sup>st</sup> test report for the detention ponds west of Bowles Lake.

**CLERK'S COMMENTS:**

Ms. Blair confirmed that the next regular meeting is scheduled for May 18, 2026. Several of the Trustees noted they will be out of Town and unable to attend. The Board moved the meeting to the week of May 11<sup>th</sup>, pending community room availability.

**ATTORNEY REPORT:** No report.

**MAYOR'S REPORT:** No additional comments.

**NEW BUSINESS:**

Review and Approve ABC Asphalt Contract: Upon motion duly made, seconded, and unanimously carried, the contract and resolution were approved.

Review and Approve On Call Signature Landscape Contract: Upon motion duly made, seconded, and unanimously carried, the contract and resolution were approved.

Review and Approve Ordinance For The Wireless Code Amendments: Upon motion duly made, seconded, and unanimously carried, the ordinance was approved.

Review and Approve Ordinance Clarifying the Town of Bow Mar's Code, Section 16-5(b)(1), To Provide Consistent and Uniform Measurements of All Dwellings By Clarifying The "Front Setback Line" Means Within the Building Envelope: Upon motion duly made, seconded, and unanimously carried, the ordinance was approved.

Review and Approve Briana's Park Maintenance Proposal: Upon motion duly made, seconded, and unanimously carried, the proposal and resolution were approved.

Review and Approve the Forged Fiber 37 Master Licensing Agreement for telecommunications facilities located within the Town, including facilities within the Town's Public Rights-of-Way: Upon motion duly made, seconded, and unanimously carried, the agreement was approved.

**ADJOURNMENT**

There being no further business to come before the Board, the meeting was adjourned at 8:59 p.m.

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Bryan Sperry, Mayor

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Sue Blair, Town Clerk



# **Columbine Valley Police Department**

**Serving Bow Mar**  
 2 Middlefield Rd. Columbine Valley, Colorado 80123  
[www.columbinevalley.org](http://www.columbinevalley.org)  
 (303) 795-1434 Fax (303) 795-7325

## **Columbine Valley P.D. Monthly Report For May 2026**

Full Time Positions	6 of 6
Part Time Positions	3 of 5
Regular hours	1158
OT hours worked	84.5
Off Duty	0
PTO	133

### **April 2026 Violations**

Charges For the Date Range 4/1/2026 Thru 4/30/2026

Qty	Charge
8	703(3) FAIL TO STOP AT A STOP SIGN:
4	1101(2)(H) SPEEDING 10 - 19 MPH OVER (34/20):
4	1101(2)(H) SPEEDING 10 - 19 MPH OVER (32/20):
4	1101(2)(H) SPEEDING 10 - 19 MPH OVER (35/20):
4	1101(2)(H) SPEEDING 10 - 19 MPH OVER (33/20):
3	1101(2)(H) SPEEDING 10 - 19 MPH OVER (36/20):
2	1101(2)(H) SPEEDING 10 - 19 MPH OVER (59/45):
2	1101(2)(H) SPEEDING 10 - 19 MPH OVER (39/20):
2	1101(2)(H) SPEEDING 10 - 19 MPH OVER (57/45):
2	1101(2)(H) SPEEDING 10 - 19 MPH OVER (56/45):
2	1101(2)(H) SPEEDING 10 - 19 MPH OVER (58/45):
1	201 OBSTRUCTED VIEW:
1	603 TRAFFIC CONTROL DEVICE:
1	CMC 5.08.070 SOLICITING PROHIBITED:
1	1416 REGISTRATION VIOLATION (11/2025):
1	1416 REGISTRATION VIOLATION (12/2024):
1	1416 REGISTRATION VIOLATION (6/2025):
1	703(3) FAIL TO STOP AT A STOP SIGN (X2):

1	1101(2)(H) SPEEDING 10 - 19 MPH OVER (38/20):
1	1101(2)(H) SPEEDING 10 - 19 MPH OVER (35/24):
1	1101(2)(H) SPEEDING 20 AND OVER (40/20):
1	1101(2)(H) SPEEDING 10 - 19 MPH OVER (50/35) SZ:
1	1101(2)(H) SPEEDING 10 - 19 MPH OVER (55/45):

**49 Total Number of Violations Issued**

## Monthly Case # Report

Case Number	Event Date	Situation Reported
CV26-000029	04/04/2026 11:13:04 PM	Property Accident PROPERTY ACCIDENT
CV26-000030	04/07/2026 04:21:09 PM	IP PROPERTY ACCIDENT
CV26-000031	04/07/2026 04:52:40 PM	IP
CV26-000032	04/07/2026 04:52:55 PM	INFORMATION IP
CV26-000033	04/08/2026 03:17:07 PM	WARRANT ARREST IP
CV26-000034	04/09/2026 11:12:50 AM	TRAFFIC ARREST IP
CV26-000035	04/09/2026 01:04:53 PM	DUI IP
CV26-000036	04/10/2026 12:24:26 PM	Fraud
CV26-000037	04/12/2026 08:35:42 AM	TRAFFIC ARREST IP
CV26-000038	04/12/2026 09:06:26 AM	TRAFFIC ARREST IP
CV26-000039	04/14/2026 04:33:34 PM	TRAFFIC STOP IP PROPERTY ACCIDENT
CV26-000040	04/14/2026 04:55:18 PM	IP
CV26-000041	04/15/2026 12:39:10 PM	TRAFFIC ARREST IP
CV26-000042	04/15/2026 01:26:40 PM	TRAFFIC STOP IP
CV26-000043	04/15/2026 06:14:40 PM	TRAFFIC STOP IP
CV26-000044	04/17/2026 04:16:51 PM	DUI IP
CV26-000045	04/20/2026 06:34:35 PM	FOLLOW UP IP*
CV26-000046	04/22/2026 07:07:00 PM	WELFARE CHECK IP
CV26-000047	04/23/2026 02:29:52 PM	DEAD ON ARRIVAL IP Theft from Motor Vehicle
CV26-000048	04/24/2026 12:34:17 PM	Vehicle
CV26-000049	04/27/2026 12:33:22 PM	Fraud

CV26-0000050	04/28/2026 11:31:46 AM	DISTURBANCE VERBAL IP
CV26-0000051	04/28/2026 04:43:40 PM	TRAFFIC ARREST IP
CV26-0000052	04/28/2026 07:13:41 PM	TRAFFIC ARREST IP
CV26-0000053	04/28/2026 08:37:19 PM	FOLLOW UP IP* ABANDONED VEHICLE
CV26-0000054	04/30/2026 06:22:04 AM	IP*

## Problem Type Summary

10:25 AM 5/13/2026

Data Source: Data Warehouse

**Agency:** ACSO

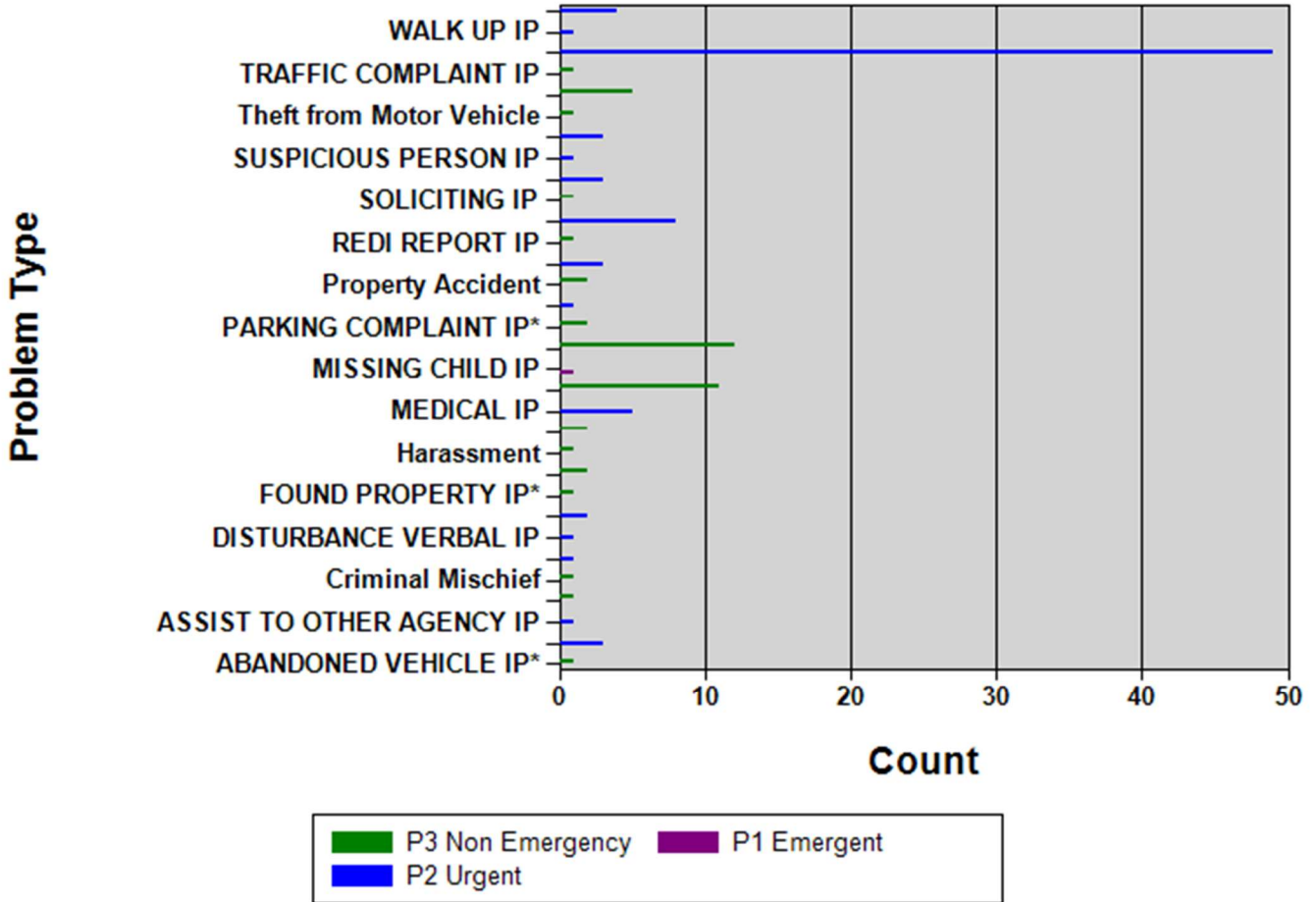
**Division:** Bow Mar, Bow Mar Inactive Personnel, Columbine Valley, Columbine Valley Inactive Pers

**Day Range:** Date From 4/1/2026 To 4/30/2026

**Exclusion:**

- 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 Emergent
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>3</u>								<u>3</u>
Assault										
ASSIST TO OTHER AGENCY IP		<u>1</u>								<u>1</u>
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>1</u>							<u>1</u>
CODE ENFORCEMENT IP*										
Criminal Impersonation										
CRIMINAL IMPERSONATION IP										
Criminal Mischief			<u>1</u>							<u>1</u>
CRIMINAL MISCHIEF IP										
Criminal Tampering										
CRIMINAL TAMPERING IP										
DEAD ON ARRIVAL IP		<u>1</u>								<u>1</u>
DISORDERLY CONDUCT IP										
Disturbance Physical										
DISTURBANCE PHYSICAL IP										
Disturbance Verbal										
DISTURBANCE VERBAL IP		<u>1</u>								<u>1</u>
Domestic Violence Physical										
DOMESTIC VIOLENCE PHYSICAL IP										
Domestic Violence Verbal										
DOMESTIC VIOLENCE VERBAL IP										
Drug Violation										
DRUG VIOLATION IP										
DRUNK SUBJECT IP										
DUI IP		<u>2</u>								<u>2</u>
Elder Abuse										
ELDER ABUSE IP										
ELUDING IP										
FIREWORKS IP										
FOUND PERSON IP										
FOUND PROPERTY IP*			<u>1</u>							<u>1</u>
Fraud			<u>2</u>							<u>2</u>
FRAUD IP										
Harassment			<u>1</u>							<u>1</u>
HARASSMENT IP										
Hate Crime										
HATE CRIME IP										
HOME CHECK IP*										

Identity Theft										
IDENTITY THEFT IP										
IMPOUNDED VEHICLE IP										
INFORMATION IP			<u>2</u>							<u>2</u>
Injury Accident										
INJURY ACCIDENT IP										
INTIMIDATING A WITNESS IP										
KEEP THE PEACE IP*										
LIQUOR VIOLATION IP										
LOUD NOISE COMPLAINT IP										
MEDICAL IP		<u>5</u>								<u>5</u>
Menacing										
MENACING IP										
MENTAL SUBJECT IP										
MESSAGE FOR DEPUTY IP			<u>11</u>							<u>11</u>
MISSING CHILD IP	<u>1</u>									<u>1</u>
Missing Person										
MISSING PERSON IP										
OBSTRUCTION IP										
ODOR INVESTIGATION IP										
OPEN DOOR IP*			<u>12</u>							<u>12</u>
OVERSIZED VEHICLE IP*										
PARKING COMPLAINT IP*			<u>2</u>							<u>2</u>
POSS SHOTS FIRED IP		<u>1</u>								<u>1</u>
Property Accident			<u>2</u>							<u>2</u>
PROPERTY ACCIDENT IP		<u>3</u>								<u>3</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>8</u>								<u>8</u>
Restraining Order Vio										
RESTRAINING ORDER VIO IP										
Robbery										
ROBBERY IP										
Runaway										
RUNAWAY IP										
SAFE 2 TELL										
SELECTIVE ENFORCEMENT IP*										
Sex Assault										
SEX ASSAULT IP										
Sex Crime										
SEX CRIME IP										
Shots Fired										
SHOTS FIRED IP										
SOLICITING IP			<u>1</u>							<u>1</u>
Suicide Attempt										
SUICIDE ATTEMPT IP										
SUICIDE COMPLETED IP										
SUICIDE THREAT IP										
SUSPICIOUS CIRCUMSTANCE IP		<u>3</u>								<u>3</u>
SUSPICIOUS PERSON IP		<u>1</u>								<u>1</u>
SUSPICIOUS VEHICLE IP		<u>3</u>								<u>3</u>
Theft										
Theft from Motor Vehicle			<u>1</u>							<u>1</u>
THEFT FROM MOTOR VEHICLE IP										

<b>THEFT IP</b>									
<b>TRAFFIC ARREST IP</b>			<u>5</u>						<u>5</u>
<b>Traffic Complaint</b>									
<b>TRAFFIC COMPLAINT IP</b>			<u>1</u>						<u>1</u>
<b>TRAFFIC OBSTRUCTION IP</b>									
<b>TRAFFIC STOP IP</b>		<u>49</u>							<u>49</u>
<b>TRANSPORT IP</b>									
<b>Trespass to Property</b>									
<b>TRESPASS TO PROPERTY IP</b>									
<b>Trespass to Vehicle</b>									
<b>TRESPASS TO VEHICLE IP</b>									
<b>UNKNOWN INJURY ACCIDENT IP</b>									
<b>UNLAWFUL ACTS IP</b>									
<b>UNWANTED SUBJECT IP</b>									
<b>VEHICLE LOCKOUT IP</b>									
<b>VIN VERIFICATION IP</b>									
<b>WALK UP IP</b>		<u>1</u>							<u>1</u>
<b>WARRANT ARREST IP</b>									
<b>WARRANT PICKUP IP</b>									
<b>Weapons Violation</b>									
<b>WEAPONS VIOLATION IP</b>									
<b>WELFARE CHECK IP</b>		<u>4</u>							<u>4</u>
<b>ZZ-Animal Call</b>									
<b>ZZ-Suspicious Person</b>									
<b>ZZ-Suspicious Vehicle</b>									
<b>ZZ-Unwanted Subject</b>									
<b>ZZ-ZONING IP</b>									
<b>Total</b>	<u>1</u>	<u>86</u>	<u>45</u>						<u>132</u>

## Bow Mar Calls For Service

<a href="#">Incident</a>	<a href="#">Case Numbers</a>	<a href="#">Units</a>	<a href="#">Priority</a>	<a href="#">Problem</a>	<a href="#">Address</a>	<a href="#">Response Date</a>
<a href="#">BM2026-0000044</a>		405	P3	Harassment	5405 SOMBRERO	4/1/2026 9:58
<a href="#">BM2026-0000045</a>	CV26-0000029	406	P3	Property Accident	BOW MAR DR / RIDGE TRL	4/4/2026 23:13
<a href="#">BM2026-0000047</a>		406	P3	MESSAGE FOR DEPUTY IP	5501 RIDGE TRL	4/5/2026 20:29
<a href="#">BM2026-0000048</a>	CV26-0000032	405	P3	INFORMATION IP	5500 RIDGE TRL	4/7/2026 16:52
<a href="#">BM2026-0000049</a>		403	P4	FOLLOW UP IP*	5500 RIDGE TRL	4/8/2026 20:53
<a href="#">BM2026-0000050</a>		404	P2	TRAFFIC STOP IP	W TUFTS AVE / S SHERIDAN BLVD	4/9/2026 12:07
<a href="#">BM2026-0000051</a>		403	P2	TRAFFIC STOP IP	4600 S SHERIDAN BLVD	4/9/2026 21:36
<a href="#">BM2026-0000052</a>		403	P2	TRAFFIC STOP IP	W TUFTS AVE / S SHERIDAN BLVD	4/9/2026 21:52
<a href="#">BM2026-0000053</a>		403	P2	TRAFFIC STOP IP	4600 S SHERIDAN BLVD	4/11/2026 11:14
<a href="#">BM2026-0000054</a>		403	P2	TRAFFIC STOP IP	S SHERIDAN BLVD / YELLOWSTONE ST	4/11/2026 11:30
<a href="#">BM2026-0000055</a>		403	P2	TRAFFIC STOP IP	BISON TRL / RIDGE TRL	4/11/2026 11:44
<a href="#">BM2026-0000056</a>		403	P2	TRAFFIC STOP IP	S SHERIDAN BLVD / YELLOWSTONE ST	4/11/2026 12:02
<a href="#">BM2026-0000057</a>		403	P2	TRAFFIC STOP IP	W TUFTS AVE / S SHERIDAN BLVD	4/11/2026 12:19
<a href="#">BM2026-0000058</a>		403	P2	TRAFFIC STOP IP	S SHERIDAN BLVD / YELLOWSTONE ST	4/11/2026 12:30
<a href="#">BM2026-0000059</a>		403	P2	TRAFFIC STOP IP	S SHERIDAN BLVD / LONGHORN	4/11/2026 12:48
<a href="#">BM2026-0000060</a>		403	P2	TRAFFIC STOP IP	S SHERIDAN BLVD / LONGHORN	4/11/2026 12:57
<a href="#">BM2026-0000061</a>		403	P3	Criminal Mischief	5205 LAKESHORE DR	4/12/2026 9:58
<a href="#">BM2026-0000062</a>		403	P2	TRAFFIC STOP IP	S SHERIDAN BLVD / YELLOWSTONE ST	4/12/2026 10:13
<a href="#">BM2026-0000063</a>		403	P2	TRAFFIC STOP IP	S SHERIDAN BLVD / YELLOWSTONE ST	4/12/2026 10:46
<a href="#">BM2026-0000064</a>		403	P2	TRAFFIC STOP IP	YELLOWSTONE ST / S SHERIDAN BLVD	4/12/2026 11:07
<a href="#">BM2026-0000065</a>		403	P2	TRAFFIC STOP IP	W TUFTS AVE / S SHERIDAN BLVD	4/12/2026 11:27
<a href="#">BM2026-0000066</a>		403	P2	TRAFFIC STOP IP	S SHERIDAN BLVD / YELLOWSTONE ST	4/12/2026 11:48
<a href="#">BM2026-0000067</a>		403	P3	TRAFFIC COMPLAINT IP	BOW MAR DR / S SHERIDAN BLVD	4/12/2026 13:43
<a href="#">BM2026-0000068</a>		FIRE	P3	INFORMATION IP	4835 BOW MAR DR	4/12/2026 15:58
<a href="#">BM2026-0000069</a>		404	P2	TRAFFIC STOP IP	S SHERIDAN BLVD / W TUFTS AVE	4/14/2026 14:24
<a href="#">BM2026-0000070</a>		404	P2	TRAFFIC STOP IP	4700 S SHERIDAN BLVD	4/14/2026 15:01
<a href="#">BM2026-0000071</a>		404	P2	TRAFFIC STOP IP	S SHERIDAN BLVD / W TUFTS AVE	4/14/2026 15:14
<a href="#">BM2026-0000072</a>		404	P2	TRAFFIC STOP IP	4977 HOMESTEAD ST	4/15/2026 10:11
<a href="#">BM2026-0000073</a>		404	P2	TRAFFIC STOP IP	S SHERIDAN BLVD / W TUFTS AVE	4/15/2026 10:49
<a href="#">BM2026-0000074</a>		404	P2	TRAFFIC STOP IP	S SHERIDAN BLVD / W WAGONTRAIL RD	4/15/2026 11:37
<a href="#">BM2026-0000075</a>		404	P2	TRAFFIC STOP IP	BOW MAR DR / S SHERIDAN BLVD	4/15/2026 13:50
<a href="#">BM2026-0000076</a>		404	P2	TRAFFIC STOP IP	S SHERIDAN BLVD / W TUFTS AVE	4/15/2026 14:22
<a href="#">BM2026-0000077</a>		404	P2	TRAFFIC STOP IP	S SHERIDAN BLVD / W TUFTS AVE	4/15/2026 14:43
<a href="#">BM2026-0000078</a>		404	P2	TRAFFIC STOP IP	BOW MAR DR / HOMESTEAD ST	4/15/2026 14:57
<a href="#">BM2026-0000079</a>		405	P2	SUSPICIOUS CIRCUMSTANCE IP	4770 PROSPECT ST	4/16/2026 17:18

## Bow Mar Calls For Service

<a href="#">BM2026-0000080</a>	CV26-0000044	406	P2	DUI IP	S SHERIDAN BLVD / SUNSET DR	4/17/2026 16:16	
<a href="#">BM2026-0000081</a>		406	P4	FOLLOW UP IP*	5425 SUNSET DR	4/17/2026 19:34	
<a href="#">BM2026-0000082</a>		403	P2	SUSPICIOUS CIRCUMSTANCE IP	5235 SKY TRL	4/22/2026 20:40	
<a href="#">BM2026-0000084</a>			P2	RESIDENTIAL ALARM IP	4900 LARKSPUR ST	4/23/2026 9:19	
<a href="#">BM2026-0000085</a>	CV26-0000047	402, 405, X71	P2	DEAD ON ARRIVAL IP	4740 BOW MAR DR	4/23/2026 14:29	
<a href="#">BM2026-0000086</a>		403	P4	FOLLOW UP IP*	4740 BOW MAR DR	4/23/2026 20:34	
<a href="#">BM2026-0000087</a>		403	P2	RESIDENTIAL ALARM IP	5255 RIDGE TRL	4/24/2026 1:13	
<a href="#">BM2026-0000088</a>		402	P3	MESSAGE FOR DEPUTY IP	4740 BOW MAR DR	4/24/2026 6:41	
<a href="#">BM2026-0000089</a>	CV26-0000048	402	P3	Theft from Motor Vehicle	4801 HOMESTEAD ST	4/24/2026 12:34	Construction tools
<a href="#">BM2026-0000090</a>		402	P4	FOLLOW UP IP*	4801 HOMESTEAD ST	4/24/2026 13:18	
<a href="#">BM2026-0000091</a>		406	P3	MESSAGE FOR DEPUTY IP	4740 BOW MAR DR	4/24/2026 18:58	
<a href="#">BM2026-0000092</a>		407	P3	MESSAGE FOR DEPUTY IP	4740 BOW MAR DR	4/25/2026 14:01	
<a href="#">BM2026-0000093</a>		403	P2	SUSPICIOUS CIRCUMSTANCE IP	4700 BOW MAR DR	4/25/2026 22:08	
<a href="#">BM2026-0000094</a>		404	P2	TRAFFIC STOP IP	4701 PROSPECT ST	4/26/2026 7:16	
<a href="#">BM2026-0000095</a>	CV26-0000049	405	P3	Fraud	[REDACTED]	4/27/2026 12:33	
<a href="#">BM2026-0000096</a>		405	P2	RESIDENTIAL ALARM IP	5151 W WAGONTRAIL RD	4/27/2026 15:30	
<a href="#">BM2026-0000097</a>	CV26-0000050	401, 405	P2	DISTURBANCE VERBAL IP	5500 RIDGE TRL	4/28/2026 11:31	
<a href="#">BM2026-0000098</a>	CV26-0000053	403	P4	FOLLOW UP IP*	5500 RIDGE TRL	4/28/2026 20:37	
<a href="#">BM2026-0000099</a>	CV26-0000054	402	P3	ABANDONED VEHICLE IP*	4650 PROSPECT ST	4/30/2026 6:22	
<a href="#">BM2026-0000100</a>		405	P3	Property Accident	4472 PROSPECT ST	4/30/2026 9:52	
<a href="#">BM2026-0000101</a>		405	P3	MESSAGE FOR DEPUTY IP	5501 RIDGE TRL	4/30/2026 10:11	
<a href="#">BM2026-0000104</a>		403	P3	INCREASE PATROL IP*	5500 RIDGE TRL	4/30/2026 21:02	
<a href="#">CV2026-0000261</a>		402	P4	FOLLOW UP IP*	5500 RIDGE TRL	4/8/2026 10:10	
<a href="#">CV2026-0000329</a>		410	P1	MISSING CHILD IP	[REDACTED]	4/26/2026 11:36	Found in basement
<a href="#">CV2026-0000344</a>		404, 405	P2	WELFARE CHECK IP	5500 RIDGE TRL	4/28/2026 18:16	
<a href="#">CV2026-0000345</a>		405, 407	P4	FOLLOW UP IP*	5500 RIDGE TRL	4/29/2026 18:06	
<a href="#">OUT2026-0043931</a>		403	P2	TRAFFIC STOP IP	BOW MAR DR / JUNIPER ST	4/8/2026 21:03	

**Town of Bow Mar, Colorado**  
**AGREEMENT FOR PROFESSIONAL SERVICES**

**Project/Services Name: Building Inspection Services**

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) is made and entered into by and between the Town of Bow Mar, a statutory town in the State of Colorado, with a mailing address of 5395 Lakeshore Drive, Bow Mar, Colorado 80123 (the “Town”), and T WEIS CONSTRUCTION, INC., a Colorado corporation with its principal offices located at 1953 W. Lilley Ave., Littleton, Colorado 80120 (“Contractor”) (each individually a “Party” and collectively the “Parties”).

**RECITALS**

WHEREAS, the Town requires certain professional services as more fully described in **Exhibit A**; and

WHEREAS, Contractor represents that it has the requisite expertise and experience to perform the professional services; and

WHEREAS, the Town desires to contract with the Contractor subject to the terms of this Agreement.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**I. SCOPE OF SERVICES**

A. Services. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities that are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference (the “Services” or “Scope of Services”). The Parties recognize and acknowledge that, although the Town has requested certain general services to be performed or certain work product to be produced, the Contractor has offered to the Town the process, procedures, terms, and conditions under which the Contractor plans and proposes to achieve or produce the services and/or work product(s) and the Town, through this Agreement, has accepted such process, procedures, terms, and conditions as binding on the Parties.

B. Changes to Services. A change in the Scope of Services shall not be effective unless authorized through a written amendment to this Agreement signed by both Parties. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum meruit or implied contract. Except as expressly provided herein or as otherwise provided in writing by the Town, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement.

C. Duty to Inform. The Contractor shall perform the Services in accordance with this Agreement and shall promptly inform the Town concerning ambiguities and uncertainties related to the Contractor's performance that are not addressed by the Agreement.

D. Time of Performance. The Contractor shall perform all Services in accordance with this Agreement commencing on the Effective Date, as set forth in Section II of this Agreement, until such Services are terminated or suspended in accordance with this Agreement. The Contractor shall not temporarily delay, postpone, or suspend the performance of the Services without the written consent of the Town Board of Trustees or a person expressly authorized in writing to direct the Contractor's services. Contractor agrees that failure to complete any of the Services during the term of this Agreement, or as may be more specifically set forth in **Exhibit A**, shall be deemed a breach of hereof.

## II. TERM AND TERMINATION

A. Term. This Agreement shall commence on the date of mutual execution of the Parties (the "Effective Date") and shall continue until December 31, 2027, or until terminated as provided herein ("Termination Date"). The Agreement shall automatically renew for an additional one (1) year term ("Renewal Term") as of the Termination Date or end of prior Renewal Term for up to an additional three (3) Renewal Terms, unless otherwise terminated in accordance with this Agreement. The Parties may mutually agree in writing to extend the term of this Agreement, subject to annual appropriation.

B. Town Unilateral Termination. This Agreement may be terminated by the Town for any or no reason upon written notice delivered to the Contractor at least ten (10) days prior to termination. In the event of the Town's exercise of the right of unilateral termination as provided by this paragraph:

1. Unless otherwise provided in any notice of termination, the Contractor shall provide no further services in connection with this Agreement after Contractor's receipt of a notice of termination; and

2. The Contractor shall deliver all finished or unfinished documents, data, studies and reports prepared by the Contractor pursuant to this Agreement to the Town and such documents, data, studies, and reports shall become the property of the Town; and

3. The Contractor shall submit to the Town a final accounting and final invoice of charges for all outstanding and unpaid Services and reimbursable expenses performed prior to the Contractor's receipt of notice of termination and for any services authorized to be performed by the notice of termination as provided by Section II.B of this Agreement. The Contractor shall deliver such final accounting and final invoice to the Town within thirty (30) days of the date of termination; thereafter, the Town shall not accept and Contractor shall not submit any other invoice, bill, or other form of statement of charges owing to the Contractor.

C. Termination for Non-Performance. Should a party to this Agreement fail to materially perform in accordance with the terms and conditions of this Agreement, this Agreement may be terminated by the performing party if the performing party first provides written notice to

the non-performing party. Such notice shall specify the non-performance, provide a demand to cure the non-performance and reasonable time to cure the non-performance, and state a date upon which the Agreement shall be terminated if there is a failure to timely cure the non-performance. For purpose of this Section II.C, “reasonable time” shall not be less than five (5) business days. In the event of a failure to timely cure a non-performance and upon the date of the resulting termination for non-performance, the Contractor shall prepare a final accounting and final invoice of charges for all performed but unpaid Services and any reimbursable expenses authorized by this Agreement. Such final accounting and final invoice shall be delivered to the Town within fifteen (15) days of the Termination Date contained in the written notice. Thereafter, the Town shall not accept and Contractor shall not submit any other invoice, bill, or other form of statement of charges owing to the Contractor. Provided that notice of non-performance is provided in accordance with this Section II.C, nothing in this Section II.C shall prevent, preclude, or limit any claim or action for default or breach of contract resulting from non-performance by a Party.

D. Suspension of Services. The Town may suspend the Contractor’s performance of the Services at the Town’s discretion and for any reason by delivery of written notice of suspension to the Contractor which notice shall state a specific date of suspension. Upon Contractor’s receipt of such notice of suspension from the Town, the Contractor shall immediately cease performance of the Services on the date of suspension except: (1) as may be specifically authorized by the notice of suspension (e.g., to secure the work area from damage due to weather or to complete a specific report or study); or (2) for the submission of an invoice for Services performed prior to the date of suspension in accordance with this Agreement. Contractor shall not re-commence performance of the Services until it receives written notice of re-commencement from the Town.

E. Delivery of Notices. Any notice permitted by this Section II and its subsections shall be addressed to the Town Representative or the Contractor Representative at the address set forth in Section XII.D of this Agreement or such other address as either Party may notify the other of and shall be deemed given upon delivery if personally delivered, or forty-eight (48) hours after deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested.

### **III. REPRESENTATIVES AND SUPERVISION**

A. Town Representative. The Town representative responsible for oversight of this Agreement and the Contractor’s performance of Services hereunder shall be the Trustee appointed to serve as the Town’s Building Commissioner or his or her designee (“Town Representative”). The Town Representative shall act as the Town’s primary point of contact with the Contractor.

B. Contractor Representative. The Contractor representative under this Agreement shall be Terry Weis (“Contractor Representative”). The Contractor Representative shall act as the Contractor’s primary point of contact with the Town. The Contractor shall not designate another person to be the Contractor Representative without prior written notice to the Town.

C. Town Supervision. The Contractor shall provide all Services with little or no daily supervision by Town staff or other contractors. Inability or failure of the Contractor to perform with little or no daily supervision which results in the Town’s need to allocate resources in time or expense for daily supervision shall constitute a material breach of this Agreement and be subject

to cure or remedy, including possible termination of the Agreement, as provided in this Agreement. Notwithstanding the foregoing, the Town reserves the right to monitor and evaluate the progress and performance of Contractor to ensure the terms of this Agreement are being satisfactorily met in accordance with the Town's and other applicable monitoring and evaluating criteria and standards. Contractor shall cooperate with the Town relating to such monitoring and evaluation.

#### IV. COMPENSATION

A. Following execution of this Agreement by the Parties, the Contractor shall be authorized to and shall commence performance of the Services as described in **Exhibit A**, subject to the requirements and limitations on compensation as provided by this Section IV and its subsections. Contractor shall be paid only for work performed. Contractor shall not be paid until tasks identified in the Scope of Services are performed to the satisfaction of the Town. In consideration for the performance of the Scope of Services by Contractor, the Town shall pay Contractor as follows:

- If this box is checked, the Town shall pay Contractor on a time and materials basis in accordance with the rate schedule shown in **Exhibit B**. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for such fees, costs and expenses.
- If this box is checked, the Town shall pay the Contractor the Not-to-Exceed Amount in a single lump sum payment on  [insert date here] .

B. Invoicing. The Town shall make payments to Contractor in accordance with subsection A of this section IV within thirty (30) days after receipt and approval of invoices submitted by Contractor. If payment is on a time and materials basis, Contractor shall submit invoices to the Town no more frequently than monthly and shall identify the specific Services performed for which payment is requested.

C. Receipts. The Town, before making any payment, may require the Contractor to furnish at no additional charge releases or receipts from any or all persons performing work under this Agreement and/or supplying material or services to the Contractor, or any subcontractor if this is deemed necessary to protect the Town's interest. The Town, however, may in its discretion make payment in part or full to the Contractor without requiring the furnishing of such releases or receipts.

D. Reimbursable Expenses.

1. If this Agreement is for lump sum compensation, there shall be no reimbursable expenses.

2. If the Agreement is for compensation based on a time and materials basis, the following shall be considered "reimbursable expenses" for purposes of this Agreement and may be billed to the Town without administrative mark-up, which must be accounted for by the Contractor, and proof of payment shall be provided by the Contractor with the Contractor's monthly invoices:

- None
- Vehicle Mileage (billed at not more than the prevailing per mile charge permitted by the IRS as a tax deductible business expense)
- Printing and Photocopying Related to the Services (billed at actual cost)
- Long Distance Telephone Charges Related to the Services
- Postage and Delivery Services
- Lodging and Meals (but only with prior written approval of the Town as to dates and maximum amount)

3. Other Expenses. Any fee, cost, charge, or expense incurred by the Contractor not otherwise specifically authorized by this Agreement shall be deemed a non-reimbursable cost that shall be borne by the Contractor and shall not be billed or invoiced to the Town and shall not be paid by the Town.

E. No Waiver. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

## V. PROFESSIONAL RESPONSIBILITY

A. General. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing required by law.

B. Standard of Performance. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

C. Subcontractors. The Parties recognize and agree that subcontractors may be utilized by the Contractor for the performance of certain Services if and as described more particularly in **Exhibit A**; however, the engagement or use of subcontractors will not relieve or excuse the Contractor from performance of any obligations imposed in accordance with this Agreement and Contractor shall remain solely responsible for ensuring that any subcontractors engaged to perform Services hereunder shall perform such Services in accordance with all terms and conditions of this Agreement. If Contractor engages subcontractors to perform any part of the Services, Contractor shall include section VIII (Indemnification) in any such subcontracts.

## VI. INDEPENDENT CONTRACTOR

A. General. Contractor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a Town employee for any purposes.

B. Liability for Employment-Related Rights and Compensation. The Contractor shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with the Contractor, as well as all legal costs including attorney's fees incurred in the defense of any conflict or legal action resulting from such employment or related to the corporate amenities of such employment. The Contractor will comply with all laws, regulations, municipal codes, and ordinances and other requirements and standards applicable to the Contractor's employees, including, without limitation, federal and state laws governing wages and overtime, equal employment, safety and health, employees' citizenship, withholdings, reports and record keeping. Accordingly, the Town shall not be called upon to assume any liability for or direct payment of any salaries, wages, contribution to pension funds, insurance premiums or payments, workers' compensation benefits or any other amenities of employment to any of the Contractor's employees or any other liabilities whatsoever, unless otherwise specifically provided herein.

C. Insurance Coverage and Employment Benefits. The Town will not include the Contractor as an insured under any policy the Town has for itself. The Town shall not be obligated to secure nor provide any insurance coverage or employment benefits of any kind or type to or for the Contractor or the Contractor's employees, sub-consultants, subcontractors, agents, or representatives, including but not limited to coverage or benefits related to: local, state, or federal income or other tax contributions, FICA, workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension or retirement account contributions, profit sharing, professional liability insurance, or errors and omissions insurance. The following disclosure is provided in accordance with Colorado law:

**CONTRACTOR ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS CONTRACTOR OR SOME ENTITY OTHER THAN THE TOWN PROVIDES SUCH BENEFITS. CONTRACTOR FURTHER ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO WORKERS' COMPENSATION BENEFITS. CONTRACTOR ALSO ACKNOWLEDGES THAT IT IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED OR PAID PURSUANT TO THIS AGREEMENT.**

D. Employee Benefits Claims. To the maximum extent permitted by law, the Contractor waives all claims against the Town for any Employee Benefits; the Contractor will defend the Town from any claim and will indemnify the Town against any liability for any Employee Benefits for the Contractor imposed on the Town; and the Contractor will reimburse the Town for any award, judgment, or fine against the Town based on the position the Contractor was ever the Town's employee, and all attorneys' fees and costs the Town reasonably incurs defending itself against any such liability.

## VII. INSURANCE

A. General. During the term of this Agreement, the Contractor shall obtain and shall continuously maintain, at the Contractor's expense, insurance of the kind and in the minimum amounts specified as follows by checking the appropriate boxes:

- The Contractor shall obtain and maintain the types, forms, and coverage(s) of insurance deemed by the Contractor to be sufficient to meet or exceed the Contractor's minimum statutory and legal obligations arising under this Agreement ("Contractor Insurance"); OR
- The Contractor shall secure and maintain the following ("Required Insurance"):
  - Worker's Compensation insurance in the minimum amount required by applicable law for all employees and other persons as may be required by law.
  - Comprehensive General Liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000.00) each occurrence and of One Million Dollars (\$1,000,000.00) aggregate. The policy shall be applicable to all premises and all operations of the Contractor. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision. Coverage shall be provided on an "occurrence" basis as opposed to a "claims made" basis. Such insurance shall be endorsed to name the Town as Certificate Holder and name the Town, and its elected officials, officers, employees and agents as additional insured parties.
  - Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than One Million Dollars (\$1,000,000.00) each occurrence with respect to each of the Contractor's owned, hired and non-owned vehicles assigned to or used in performance of the Services. The policy shall contain a severability of interests provision. Such insurance coverage must extend to all levels of subcontractors. Such coverage must include all automotive equipment used in the performance of the Services, both on the work site and off the work site, and such coverage shall include non-ownership and hired cars coverage. Such insurance shall be endorsed to name the Town as Certificate Holder and name the Town, and its elected officials, officers, employees and agents as additional insured parties.
  - Professional Liability (errors and omissions) insurance with a minimum limit of coverage of \_\_\_\_\_ Dollars (\$\_\_\_\_.\_\_\_\_) per claim and annual aggregate. Such policy of insurance shall be obtained and

maintained for one (1) year following completion of all Services under this Agreement. Such policy of insurance shall be endorsed to include the Town as a Certificate Holder.

B. Additional Requirements. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least thirty (30) days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees, or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy. For any and all insurance policies required hereunder, Contractor shall waive subrogation rights against the Town.

C. Insurance Certificates. Contractor shall provide to the Town a certificate of insurance and all endorsement required hereunder as evidence that the required policies are in full force and effect prior to the commencement of the Services. The certificate shall identify the Project/Services Name as set forth on the first page of this Agreement.

D. Failure to Obtain or Maintain Insurance. The Contractor's failure to obtain and continuously maintain policies of insurance shall not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of the Contractor arising from performance or non-performance of this Agreement. Failure on the part of the Contractor to obtain and continuously maintain policies providing the required coverage, conditions, restrictions, notices, and minimum limits shall constitute a material breach of this Agreement upon which the Town may immediately terminate this Agreement.

## **VIII. INDEMNIFICATION**

Contractor agrees to indemnify, defend, and hold harmless the Town and its officers, insurers, volunteers, representatives, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including reasonable attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage to the extent caused in whole or in part by, the negligent act, omission, error, professional error, mistake, negligence, or other fault of Contractor, or any officer, employee, representative, agent, subcontractor, or other person acting under Contractor's direction or control, or which arise out of a worker's compensation claim of any employee of Contractor.

## **X. REMEDIES**

A. In addition to any other remedies provided for in this Agreement, and without limiting its remedies available at law, the Town may exercise the following remedial actions if the Contractor substantially fails to perform the duties and obligations of this Agreement. Substantial failure to perform the duties and obligations of this Agreement shall mean a significant,

insufficient, incorrect, or improper performance, activities or inactions by the Contractor. The remedial actions the Town may take include:

1. Suspend the Contractor's performance pending necessary corrective action as specified by the Town without the Contractor's entitlement to an adjustment in any charge, fee, rate, price, cost, or schedule; and/or
2. Withhold payment to the Contractor until the necessary services or corrections in performance are satisfactorily completed; and/or
3. Deny payment for those services which have not been satisfactorily performed, and which, due to circumstances caused by the Contractor, cannot be performed, or if performed would be of no value to the Town; and/or
4. Terminate this Agreement in accordance with this Agreement.

B. The foregoing remedies are cumulative and the Town, in its sole discretion, may exercise any or all of the remedies individually or simultaneously.

## **XI. RECORDS AND OWNERSHIP**

Contractor hereby acknowledges that the Town is a public entity subject to the Colorado Open Records Act, C.R.S. § 24-72-101 *et seq.* ("CORA"). As such, this Agreement may be subject to public disclosure under CORA. Contractor agrees that all records of the Contractor related to the provision of Services hereunder, including public records as defined in CORA, and records produced or maintained in accordance with this Agreement, are to be retained and stored by the Town in accordance with the Town's records retention and disposal policies. Contractor further agrees that should it desire to retain records related to the provision of the Services, those records must only be copies and that all original records pertaining to the Services will be provided to the Town for retention and storage. To the extent Contractor retains originals of records pertaining to the Services in contravention of this Agreement, Contractor agrees to allow access by the Town and the public to all documents subject to disclosure under applicable law. Contractor's willful failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the Town.

## **XII. MISCELLANEOUS**

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Arapahoe County, Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligations of this Agreement.

C. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. Notice. Unless otherwise provided in this Agreement, any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent via pre-paid, first class United States Mail, to the party at the address set forth below.

**If to the Town:**

**If to Contractor:**

Town of Bow Mar Attn: Building Commissioner 5395 Lakeshore Drive Bow Mar, Colorado 80123	T WEIS CONSTRUCTION, INC Attn: Terry Weis 1953 W. Lilley Ave. Littleton, Colorado 80120
With Copy to: Bow Mar Town Attorney Wilson Williams Fellman Dittman 1314 Main Street Louisville, Colorado 80027	With Copy to:

E. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

F. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties hereto, shall be assigned by either Party without the written consent of the other.

G. Affirmative Action. The Contractor warrants that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor warrants that it will take affirmative action to ensure applicants are employed, and employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

H. Governmental Immunity. The Town, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision 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 (“CGIA”), or otherwise available to the Town and its officers or employees. Presently, the monetary limitations of the CGIA are set at three hundred eighty-seven thousand dollars (\$387,000) per person and one million ninety-three thousand dollars (\$1,093,000) per occurrence for an injury to two or more persons in any single occurrence where no one person may recover more than the per person limit described above.

I. Rights and Remedies. In the event of a breach of this Agreement by Contractor, the Town shall have the right, but not the obligation, to obtain specific performance of the Services. In addition, if the Town terminates this Agreement, in whole or in part, due to a breach by Contractor, Contractor shall be liable for actual and consequential damages to the Town. The rights

and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted.

J. Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, and thus any obligations of the Town hereunder shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

K. Binding Effect. The Parties agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns; provided that this Section XII shall not authorize assignment.

L. No Third-Party Beneficiaries. Nothing contained in this Agreement is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent, sub-consultant or subcontractor of Contractor. Absolutely no third-party beneficiaries are intended by this Agreement. Any third party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.

M. Release of Information. The Contractor shall not, without the prior written approval of the Town, release any privileged or confidential information obtained in connection with the Services or this Agreement.

N. Attorneys' Fees. If the Contractor breaches this Agreement, then it shall pay the Town's reasonable costs and attorney's fees incurred in the enforcement of the terms, conditions, and obligations of this Agreement.

O. Survival. The provisions of Sections VI (Independent Contractor), VII (Insurance), VIII (Indemnification) and XII (A) (Governing Law and Venue), (I) (Rights and Remedies), (J) Annual Appropriation), (M) (Release of Information) and (N) (Attorneys' Fees), shall survive the expiration or termination of this Agreement.

P. Agreement Controls. In the event a conflict exists between this Agreement and any term in any exhibit attached or incorporated into this Agreement, the terms in this Agreement shall supersede the terms in such exhibit.

Q. Force Majeure. Neither the Contractor nor the Town shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to extent that, such delay or failure is caused by "force majeure." As used in this Agreement, "force majeure" means acts of God, acts of the public enemy, acts of terrorism, unusually severe weather, fires, floods, epidemics, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

R. Protection of Personal Identifying Information. In the event the Services include or require the Town to disclose to Contractor any personal identifying information as defined in C.R.S. § 24-73-101, Contractor shall comply with the applicable requirements of C.R.S. §§ 24-73-101, et seq., relating to third-party services providers.

S. Authority. The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of the Town and the Contractor and bind their respective entities.

T. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document. In addition, the Parties specifically acknowledge and agree that electronic signatures shall be effective for all purposes, in accordance with the provisions of the Uniform Electronic Transactions Act, Title 24, Article 71.3 of the Colorado Revised Statutes.

*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK*

*SIGNATURE PAGES FOLLOW*

**THIS AGREEMENT is executed and made effective as provided above.**

**TOWN OF BOW MAR, COLORADO**

By: \_\_\_\_\_  
Bryan Sperry, Mayor

Date of execution: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Sue Blair, Town Clerk

**CONTRACTOR:**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date of execution: \_\_\_\_\_

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing Agreement for Professional Services was subscribed, sworn to and acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_ as \_\_\_\_\_ of T WEIS CONSTRUCTION, INC, a Colorado corporation.

My commission expires: \_\_\_\_\_

(S E A L)

\_\_\_\_\_  
Notary Public

**EXHIBIT A**  
**SCOPE OF SERVICES**

Contractor shall perform inspections of buildings and structures to verify compliance with Chapter 18 of the Bow Mar Municipal Code. These inspections include those for new buildings under construction and/or undergoing remodeling. Building types include commercial [Marina] and residential.

**ESSENTIAL DUTIES/RESPONSIBILITIES**

1. Conducts daily building inspections at construction sites of residential buildings including remodels to determine compliance with model building codes according to an established inspection schedule. Provides the builder or contractor representative with a written inspection report (acceptance or deficiency report) and a notice of any corrections necessary to ensure the construction is completed in accordance with the appropriate model codes. Re-inspects construction as required. Issues Stop Work Orders on projects that require but lack a building permit.
2. Prepares records of inspection requests and fills out inspection slip for Building Commissioner on inspections request. Inputs inspections information into computer for month end Invoice.
3. Prepares a daily work schedule and maintains a daily Log Book of activities listing property inspected, status of construction, and results of inspection.
4. Reviews permit application, construction plans and Owner's Project costs for an analysis on total projects costs per Sq. Ft. Reviews Plans for compliance with applicable building codes, completes the forms necessary for the issuance of the permit. Lists the required inspections needed to complete the permit.
5. Answers questions by phone, texting, email, and in person regarding the technical requirements of the appropriate model codes from builders, contractors, subcontractors, engineers, and individual homeowners. Purchase office supplies, ink, labels, etc. for plan reviews and monthly invoices.
6. Pick up plans and permits from Building department. Prepare letters/emails to owners and contractors regarding model code requirements and inspection results. Explains laws, ordinances, and adopted codes to builders, contractors, design professionals, and property owners. Schedules courtesy appointments with owners/contractors concerning any code requirements or construction practices that pertain to property or projects.

## **JOB QUALIFICATIONS**

### KNOWLEDGE/SKILL/ABILITY

- . Requires expert knowledge of and the ability to read and interpret construction plans and blueprints; reads, understands, and effectively interprets uniform model codes in order to determine compliance of proposed and actual construction with the requirements of the applicable uniform model codes.
- . Access to applicable code books from the International Code Council.

**EXHIBIT B**  
**COMPENSATION**

Contractor shall be paid an hourly rate according to the following schedule:

\$110 per hour: plans review

\$70 per hour: clerical works

\$75 per inspection