

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

DATE: Monday, July 20, 2026
TIME: 6:00 p.m.
PLACE: Columbine Valley Town Hall
2 Middlefield Road
Columbine Valley, CO 80123

Board Meeting

The regular meeting of the Board of Trustees of the Town of Bow Mar will begin at 6:00 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)

Consent Agenda

- Approval of the Minutes of the Special Meeting Held May 27, 2026, and June 15 ,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, August 17 ,2026

Attorney's Report

Mayor's Report

New Business

- Review and Approve Ordinance of Amending the 2020 Model Traffic Code Concerning E-Bikes (enclosure)
- Review and Approve Service Agreement for Terry Weis Building Inspections (enclosure)

Adjournment

RECORD OF PROCEEDING

MINUTES OF A SPECIAL MEETING OF THE BOARD OF TRUSTEES OF

THE TOWN OF BOW MAR

HELD WEDNESDAY, MAY 27, 2026

A special meeting of the Board of Trustees of the Town of Bow Mar, Colorado, was held on Wednesday, May 27, 2026, at 1:00 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
 Jim Chrisman

Absent were Trustees Carlson and Peterson whose absences were excused.

Also, in attendance were:

Michaela Szilagyi, Wilson Williams Fellman Dittman
Sue Blair, Town Clerk, CRS of Colorado
Kayla Blair, CRS of Colorado
Sergeant Jamie Milliman; Town of Columbine Valley Police
Frank Diereney, Resident
Jan Chrisholm, Resident
Danny _____, Resident
Frank Dieveney, Resident
Myrna Moncayo, Resident
Andi Uhle, Resident
Rob Sterling, Resident
Brus Osborne, Resident
Chip Mower, Resident
Melinda Alaukar, Resident

AGENDA:

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

PUBLIC COMMENT

Chip Mower thanked the Board for their efforts. He stated that, in his opinion, the Town should proceed with installing the gate at Sheridan and then pause any additional gate projects pending results from the Sheridan gate. He believes it makes good sense to install a gate at Prospect.

Brus Osborne thanked the Board for all their hard work on the gate projects. She stated that the project is exciting for the community and believes it will be a positive improvement. She expressed her support for the Sheridan gate and is also in favor of installing a gate at Prospect.

Rob Sterling addressed the Board and stated that he is excited to see the Sheridan gate going in first and he is very interested to see the “patterns” of data that will follow. He still reminded the Board of putting in a speed bump on the east side of Tufts by his property.

Danny addressed the Board and stated that he is in favor of the speed bump on Tufts and is looking forward to reviewing the data related to the Sheridan gate. He stated that he supports additional gates and measures that improve visibility and safety throughout the community. He believes the Board is moving in the right direction with installing the Sheridan gate.

Andi Uhle addressed the Board as a resident of E/W Prospect and the parent of two young children. She expressed concern regarding the currently proposed Prospect gate location, stating that, as she understands the proposal, the primary benefit would be to residents on West Wagon Trail, while residents along E/W Prospect would continue to experience the cut-through traffic redirected by the existing barricade. Ms. Uhle stated that it is difficult to understand why one area of the community would receive additional protection from traffic-related safety concerns while another area would continue to be impacted, particularly when the overall goal of the project is to improve safety for all residents. She suggested that a gate or barrier near the rock wall location may provide a more equitable solution for the broader neighborhood. While acknowledging and appreciating the work that has gone into the project, Ms. Uhle requested additional information regarding the reasoning behind the current gate placement. She stated that she is open to compromise but felt it was important to share her concerns, as she believes the safety issues affecting her family and neighbors along Prospect may not be fully addressed under the current proposal.

Myrna Moncayo thanked the Board and Town staff for the time and effort dedicated to addressing traffic concerns and improving safety throughout the community. She stated that she recently reviewed the proposed gate location on Prospect and expressed concern that the proposed placement could increase traffic and safety issues for residents living along E/W Prospect. Ms. Moncayo noted that there have been several serious traffic accidents in the area and stated that additional traffic on E/W Prospect could create safety concerns for families and children who regularly walk and bike in the neighborhood. She also expressed concern that future development near Belleview could increase traffic volumes along Prospect. Ms. Moncayo requested that the Board consider the potential impacts of the proposed gate location on residents along E/W Prospect and continue evaluating solutions that improve safety for all areas of the community.

Jan Chisholm thanked the Board for their time and efforts regarding the traffic mitigation project. She stated that she has lived on Prospect for approximately 20 years and that traffic has been a longstanding issue in the community. Ms. Chisholm expressed her support for the proposed gates and thanked the Board for taking on the challenge of addressing the traffic concerns. She stated that she believes the

Sheridan gate will help resolve many of the Town's existing traffic issues and that a gate at Prospect would provide additional benefits. Ms. Chisholm noted that she is very excited about the proposed improvements and the direction the Board is taking.

Frank Dieveney addressed the Board regarding the proposed construction project and explained that he shares a driveway with two neighboring residents. He expressed concern about the impact construction traffic and activity will have on the shared driveway and the surrounding residents. Mr. Dieveney stated that he believes the new homeowner should install a temporary construction access driveway from Sheridan to minimize disruption to existing residents. He noted that the construction project could last approximately eighteen months and would affect at least five families. Mr. Dieveney asked the Board to consider the challenges and impacts that he and the other affected families may experience during the construction period.

A resident who lives near Larkspur and Bow Mar addressed the Board and stated that she has experienced many of the same traffic concerns associated with the Prospect corridor. She described a recent traffic accident that required emergency response personnel and involved two young children. She expressed concern about traffic safety, including accidents involving impaired drivers, and noted that these issues are especially concerning families with children. The resident stated that Bow Mar is a family-oriented community and that safety and crime prevention should remain top priorities. She expressed her belief that the proposed gates could help improve safety and reduce crime-related concerns within the community. The resident also shared an incident involving a construction worker, during which a weapon was reportedly displayed, and the worker was later transported to the hospital. She cited this incident as another example of the safety concerns facing the community and voiced her support for measures that could improve security and quality of life for residents. She is in favor of the gates on Prospect and protecting the entire neighborhood, not just on one side.

Melinda Alaukar was not at the meeting but wanted her comments to be included, as follows:

I was delighted to hear about gates being installed at the Prospect entrance - something that so many residents have been campaigning for. However, like many other residents, I mistakenly thought that this gate would be protecting the entire entrance and not just the part of Prospect that's right of the circle when you enter. If we are going through the time and expense to put up gates on this side of town, it would make sense to protect the entire neighborhood, rather than just a portion of it. We moved to Bow Mar because we were drawn to its idyllic and family friendly setting. My 2 daughters are at that age where they should be able to bike by themselves (ages 9 and 11), but we're concerned about drunk drivers as well as kidnappers who can freely enter the neighborhood right now. As you're aware, there have been multiple incidences of both of these happening in the past few years. We live in 4900 Larkspur - so our backyard is that part of Bow Mar Drive with the stop sign at the intersection of Prospect and Bow Mar Drive. Our property has fallen victim to two very serious incidents since we've owned it. The first one occurred when a man with a "medical" issue drove down Prospect, through the stop sign and tore through the white fence that used to border our property. Unfortunately, property damage from vehicles coming from Bellevue is not an isolated incident, and many of the homes involved would not have been protected with only partial gating. While our house was being constructed, Aurelio, one of our construction workers who is really nice and does excellent work, was held at gunpoint and assaulted. He was actually working on taking that white fence down on Bow Mar drive, when he noticed a car casing the neighborhood, so he started taking photos of the car with his phone. Then the car turned around and the men inside got out to confront Aurelio. They demanded that Aurelio give them his phone, and when he refused, they pulled out a gun. Aurelio still didn't yield (he is a big guy), so they assaulted him and ran off- thank goodness they

didn't use the gun. If our neighborhood was gated, that would have been a huge deterrent from criminals casing the neighborhood and it would have made it more difficult for the car to escape - the police tried to chase the car down, but were unsuccessful. Thank you so much for your time and attention in this matter. I appreciate that there are many logistical issues with gates, but I do believe that we are a community of smart and creative people, and can come up with a way to make this work.

Mayor Sperry stated that the traffic mitigation process has been a very interesting experience and noted that it has involved extensive resident input over the past year. He shared that he has had numerous conversations with residents regarding the proposed traffic solutions. Mayor Sperry expressed appreciation for the level of community engagement and stated that he was pleased to see so many residents participate in the discussion. He added that he is grateful residents feel comfortable reaching out to him and sharing their thoughts and concerns throughout the decision-making process.

VARIANCE

This Board of Adjustment hearing was tabled until the next meeting.

OLD BUSINESS

Update Regarding Gate Installation and Traffic Calming Project: Mayor Sperry provided an update on the gate project and summarized the work completed over the past six weeks. He noted that Trustee Peterson has been working closely with the contractor regarding the installation of the two proposed gates at Sheridan and Prospect next to the traffic circle leading to Wagon Trail. Mayor Sperry also reported that he and other Trustees have participated in several meetings with representatives from the City and County of Denver, and expressed his appreciation for Denver's willingness to meet and discuss the project. Additionally, Mayor Sperry stated that Trustee Manning has been meeting with representatives from the City of Littleton to discuss signage, aesthetics, and other related considerations.

Ms. Szilagyi provided a summary of the resolutions previously adopted by the Board regarding the traffic mitigation and gate project. She noted that the Board had approved and adopted resolutions directing staff to pursue further consideration of a gate installation on Sheridan Boulevard and the road closure of West Tufts Avenue at Sheridan Boulevard. The Board also directed staff to develop a Traffic Control and Gate Policy and gather additional information related to traffic calming measures at West Belleview Avenue and the feasibility of a temporary closure of Prospect Drive.

Ms. Szilagyi further explained that the Board had approved and adopted resolutions directing staff to continue evaluating road closures at the Prospect Street and West Belleview Avenue traffic circle, continue development of a Traffic Control and Gate Policy, obtain additional information regarding traffic calming devices at West Belleview Avenue, West Berry Avenue, and South Sheridan Boulevard, and continue discussions with neighboring jurisdictions.

Finally, Ms. Szilagyi noted that the Board had approved and adopted the installation of double-barrier gates at the Prospect Street roundabout and directed staff to continue developing the Traffic Control and Gate Policy in light of the proposed gate installation, as well as obtain additional follow-up information related to the project.

Mayor Sperry stated that discussions with the City and County of Denver regarding the gate project have been challenging and have required significant time and effort. He noted that traffic concerns and potential gate solutions have been discussed within the community for many years, and that the Town has been working diligently to identify a long-term solution. While he expressed some concern regarding the timeline and the Town's ability to fully implement the proposed improvements, he stated that, if successful, the project would represent a significant accomplishment and a major benefit for the Town and its residents. Mayor Sperry acknowledged that not everyone will agree with the proposed solution and noted that there have been numerous meetings and discussions, both within and outside the community, regarding the traffic mitigation project. He stated that safety remains his top priority, as well as the priority of many residents. Mayor Sperry specifically referenced ongoing concerns regarding traffic conditions on Tufts Avenue and expressed his desire to address those issues now rather than revisit them several months in the future. He emphasized the importance of taking proactive steps to improve safety throughout the community.

Mayor Sperry reviewed his proposed plan for addressing traffic concerns on Tufts Avenue and encouraged residents to support the proposed solution. Following discussion and questions from both Board members and residents, he acknowledged that the issue remains a challenging and complex topic. Mayor Sperry stated that he would like to see the Town move forward and complete the project successfully, emphasizing that the timing is right to take action. He further stated that the proposed improvements will help preserve the character, safety, and quality of life within the Town of Bow Mar.

Berry Entrance Landscape Improvements - Design Concept: Trustee Hinton presented the concept plan to the Board for review and discussion. Board members expressed their support for the proposed design and stated that they were pleased with the overall concept. The Board commented that the plan looked great and expressed enthusiasm about seeing the project move forward and come to life.

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 it was a busy month. A lot of traffic tickets, and verbal abuse to the Town's police department. Sergeant Milliman reviewed his report with the Board and answered questions.

Finance: Trustee Chrisman reviewed the financial report with the Board and noted the audit has been filed with the state.

Building: No report.

Parks and Recreation: Trustee Hinton provided a maintenance update to the Board. He reported that Bear Creek recently completed tree cleanup and trimming activities along Sheridan Boulevard. He also noted that mosquito treatments had been performed, mowing had been completed in Mary's Meadow and weed control efforts had been conducted throughout the community.

Public Works: No report.

Intergovernmental: Trustee Manning informed the Board that she has reconnected with Republic Services following the retirement of her previous contact. She also reported that she is currently waiting

to receive water testing results from Grant Ranch and will provide an update once the information becomes available.

CLERK'S COMMENTS:

Ms. Blair confirmed that the next regular meeting is scheduled for June 15, 2026.

ATTORNEY REPORT: No report.

MAYOR'S REPORT: Mayor Sperry emphasized that the proposed gate project is focused on improving safety for residents and protecting the quality of life within the Town. He noted that the Town has sought and received professional advice throughout the planning process and has carefully evaluated the available options. Mayor Sperry also clarified that the proposal does not involve closing public access to Bow Mar and that access for emergency services, school buses, deliveries, and other essential services will remain available. He reiterated that the primary objective of the project is to enhance safety while maintaining necessary access throughout the community.

NEW BUSINESS:

Review and Consider The Contract For Wizard Works (gate installer): Mayor Sperry presented the contract and noted that Trustee Peterson has put a tremendous amount of time into this and the Town's legal team has been extremely helpful. After discussion and review, upon motion duly made, seconded, and unanimously carried, the contract with Wizard Works was approved.

Review and Approve Service Agreement for Terry Weis Building Inspection: This item was tabled until the next meeting of the Board.

ADJOURNMENT

There being no further business to come before the Board, the meeting was adjourned at 3:00 p.m.

Bryan Sperry, Mayor

Sue Blair, Town Clerk

RECORD OF PROCEEDING

MINUTES OF A REGULAR MEETING OF THE BOARD OF TRUSTEES OF

THE TOWN OF BOW MAR

HELD MONDAY, JUNE 15, 2026

A regular meeting of the Board of Trustees of the Town of Bow Mar, Colorado, was held on Monday, June 15, 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
David Peterson
Jane Carlson
Liz Manning
Jim Chrisman

Also, in attendance were:

Michaela Szilagyi, Wilson Williams Fellman Dittman
Sue Blair, Town Clerk, CRS of Colorado
Kayla Blair, CRS of Colorado
Sergeant Jamie Milliman; Town of Columbine Valley Police
Dan Manning, Resident
Mike Gent, Resident
Jenny Kelly, Resident
Sandy Mcgreger, Resident
Dan Kelly, Resident
Michelle Guthrie, Resident
Tucker Ladd, Resident
Anne Mower, Resident
Kim Pagel, Resident
Barclay Miller, Resident
Matthew Fuller, Resident
Kevin St. Crist, Resident
Jessica Sullivan, Resident
Sarah Chap, Resident
Kevin_____, Resident
Kent Cherne, Resident

Dave Osborne, Resident
Garnett Baum, Resident
Carl Hagen, Resident
Mary Hagen, Resident
Matt Feldman, Resident
Sandra Haugh, Resident
Miller Knox, Resident
Doug Knox, Resident
Criag Patterson, Resident
Toby Erickson, Resident
Tom Robinson, Resident
Prairie Roberson, Resident
Mike Ruger, Resident
Emily Sales, Resident
Frank Diereney, Resident
Dit Goldberg, Resident,
Mark Goldberg, Resident
Isabel Guzman, Resident
John Pierson, Resident
Jan Chrisholm, Resident
Andi Uhle, Resident
Rob Sterling, Resident
Brus Osborne, Resident
Chip Mower, Resident
Scott Wagner, Resident
Mike Gent, City of Littleton
Katy Hill, non-resident
Julie Nelson, non-resident

AGENDA:

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

PUBLIC COMMENT

Chip Mower applauded the Board and Mayor Sperry for their hard work and dedication throughout the traffic mitigation process. He stated that the Board has approached the issue in a thoughtful, deliberate, and transparent manner. Mr. Mower expressed his appreciation for the time and effort that has gone into evaluating the various options and engaging with residents throughout the process.

Tucker Ladd addressed the Board and stated that this was his first time speaking at a Board meeting. He noted that he has lived on Wagon Trail for approximately five years and expressed concerns regarding traffic safety throughout the Town. Mr. Ladd stated that there are many children living in the community and that he has personally witnessed numerous safety concerns, including speeding vehicles, traffic accidents, and other incidents that have caused concern among residents. Mr. Ladd commented that cut-through traffic often does not respect the Town's roads or neighborhoods. He presented several photographs depicting traffic accidents and vehicle crashes that have occurred in the area and stated that he does not want to see additional incidents of this nature. Mr. Ladd expressed his belief that, without

action to address the ongoing traffic concerns, it is only a matter of time before a serious injury or fatality occurs. He urged the Board to continue pursuing measures that improve traffic safety and protect residents, particularly children and families living within the community.

Mike Gent with the City of Littleton addressed the Board and expressed the City's opposition to closing public roads. While acknowledging the importance of improving safety, he stated that he has met with several residents who would prefer that alternative solutions be considered. Mr. Gent encouraged the Board to explore options that enhance safety while maintaining connectivity, such as alternative traffic routes or other traffic-calming measures. Mr. Gent also emphasized the importance of maintaining positive relationships between Bow Mar and neighboring communities and encouraged continued collaboration among regional residents and stakeholders. He urged the Board to work in partnership with surrounding communities when making decisions related to traffic management. Mr. Gent cautioned that closing roads could have significant consequences and encouraged the Board to carefully consider all potential impacts before moving forward.

Dan Manning addressed the Board and stated that he does not believe the Town's local streets should be used as an arterial route for traffic traveling between neighboring communities. He noted that major regional roadways, such as Denver and Littleton road networks, are intended to serve that purpose. Mr. Manning expressed his support for efforts to reduce cut-through traffic and preserve the safety and residential character of the Town's streets.

Jan Chisholm addressed the Board and stated that she was speaking in support of improving safety within the Town. She presented photographs she had personally taken and shared measurements she had collected of several roadways throughout the community. Ms. Chisholm stated that West Belleview Avenue is approximately 13 feet wide on each side, Tufts Avenue is approximately 33 feet wide, West Berry Avenue is approximately 36 feet wide, and Prospect Drive is approximately 18.9 feet wide. Ms. Chisholm noted that Bow Mar's roadways are generally narrower than surrounding roads while experiencing increasing traffic volumes and higher vehicle speeds. She stated that the Town has explored various traffic mitigation measures over the years, but in her opinion, those efforts have not adequately addressed safety concerns. Ms. Chisholm expressed her belief that it is time for the Town to take meaningful action to improve safety and applauded the Board for its efforts to address the issue.

Andi Uhle thanked the Board and the residents in attendance for their participation in the discussion. As a resident of Prospect Drive, she shared a recent personal experience to illustrate her concerns regarding traffic safety. Ms. Uhle stated that while driving home the previous day, she was passed by a vehicle traveling at a high rate of speed despite the fact that there are no designated passing lanes on Prospect Drive. She cited the incident as an example of the dangerous driving behaviors that residents continue to experience and expressed her support for efforts to improve safety within the community.

Kevin addressed the Board and expressed his support for protecting the Tufts Avenue corridor while keeping access at Sheridan Boulevard and Tufts Avenue open. He stated that he did not want to dismiss the concerns of Bow Mar residents but felt it was important to consider the impacts on neighboring communities as well. Kevin noted that the proposed traffic measures would likely redirect traffic rather than eliminate it entirely, with some vehicles potentially shifting to Quincy Avenue and other surrounding roadways. He also expressed concern that increased traffic movements near the fire station, particularly left turns, could create additional safety challenges. Additionally, Kevin stated that residents in neighboring communities have concerns regarding the potential impacts of the proposed traffic changes. He noted that

discussions are occurring within nearby neighborhoods and at a local elementary school regarding how the proposed measures could affect traffic patterns and safety in the surrounding area.

Matthew Fuller addressed the Board and stated that he is currently building a home in the Town. He explained that one of the primary reasons he and his family chose to move to Bow Mar was its reputation as a safe, family-oriented community and a great place for children. Mr. Fuller expressed his strong support for the proposed gate project, stating that he believes it will help improve safety and preserve the qualities that attracted his family to the Town.

Katie Hills addressed the Board and stated that she resides in Bow Mar Heights and chose to move there in part because of its proximity to the school where she works. She expressed concern that traffic diverted from Bow Mar may instead travel through neighboring communities, including her neighborhood. Ms. Hills encouraged the Board to continue working collaboratively with the City and County of Denver and the City of Littleton to identify regional solutions to traffic concerns. She emphasized that traffic safety should be a priority for all children in the area, not just those living within the Town of Bow Mar.

Julie Nelson addressed the Board and stated that she is a firefighter with South Metro Fire Rescue and a resident of Bow Mar Heights but was speaking on behalf of her neighborhood during the meeting. She presented information regarding emergency response times and expressed concern that the proposed gates could impact emergency access, egress, and response operations, particularly if access along Tufts Avenue is restricted. Ms. Nelson stated that limiting access points could create challenges for emergency responders and residents and encouraged the Board to consider the potential public safety impacts. She suggested relocating the proposed gates to a different location that would allow residents of Bow Mar Heights to continue accessing the Town more easily. Ms. Nelson also noted that the Town has its own law enforcement resources and suggested that additional traffic enforcement measures, such as increased DUI checkpoints and automated license plate recognition or vehicle monitoring systems, could help reduce cut-through traffic and improve safety without restricting roadway access.

Barclay Miller addressed the Board and stated that he has lived in the Town for approximately three years and is the parent of four children who regularly play and ride their bicycles throughout the community. He expressed his appreciation for being able to give his children the freedom to safely enjoy the neighborhood.

Mr. Miller stated that traffic accidents have occurred frequently in the area and expressed concern that, if no action is taken, a future accident could involve a child rather than property damage. He thanked the Trustees and Mayor for the time and effort they have dedicated to working with neighboring municipalities and noted that the process has been conducted in a thoughtful and deliberate manner. Mr. Miller also referenced the significant residential growth occurring in nearby Denver, including the addition of hundreds of new housing units, and stated that he believes it is important for the Town to prioritize the safety of its residents and children. He expressed his full support for the proposed gates at Sheridan Boulevard and Bellevue Avenue.

Toby Erickson addressed the Board and stated that he has attended many of the meetings related to the traffic mitigation project over the past year. He noted that he has witnessed the significant amount of time, effort, and dedication the Board has invested in evaluating the issue. Mr. Erickson observed that the process has involved numerous discussions, extensive data collection, and increasing participation from residents, non-residents, and representatives of other governmental entities. Mr. Erickson acknowledged that the traffic issue is complex and does not have an easy solution. He thanked the Board for its

commitment to the process and recognized that the final decision will be a difficult one. He reminded the Board that it is unlikely any decision will satisfy everyone but encouraged the Trustees to continue moving forward thoughtfully and to remember the many perspectives and voices they have heard throughout the process. Mr. Erickson concluded by expressing his belief that the community will support the Board as it works toward a solution.

Doug Knox addressed the Board and stated that, in his opinion, the safety of children should remain the community's highest priority. As a resident of Prospect Drive, he expressed his appreciation for the progress the Board has made in addressing the Town's traffic concerns. Mr. Knox noted that traffic accidents have occurred regularly, estimating that incidents take place approximately every 60 days. He commended the Board for approaching the issue in a data-driven manner and stated that he appreciates the Town's willingness to actively address the problem rather than ignore it. Mr. Knox emphasized that acknowledging and confronting the traffic issues is a fundamental step toward improving safety for residents and families throughout the community.

Dave Osborne addressed the Board and stated that he previously served as a Trustee for two years and also served on the Design Review Board. Drawing on his experience, he noted that during his years of service, the City of Littleton rarely engaged with the Town regarding local issues and encouraged the Board to focus on what is in the best interest of Bow Mar residents. Mr. Osborne expressed his opinion that neighboring jurisdictions, including the City and County of Denver and the City of Littleton, have implemented traffic restrictions and gated access in areas near Bow Mar while criticizing similar efforts by the Town. He stated that those communities face their own challenges and suggested that they should focus on addressing issues within their own jurisdictions. Mr. Osborne encouraged the Board to remain committed to its current course of action and not be deterred by outside pressure. He emphasized the importance of maintaining a safe environment for residents, particularly children, and expressed his support for the Board's efforts to improve traffic safety within the Town.

Brus Osborne addressed the Board and expressed concern regarding traffic safety within the Town. She noted that Bow Mar does not have sidewalks in many areas, resulting in children frequently riding bicycles and walking in the streets alongside vehicle traffic. Ms. Osborne stated that the presence of cut-through traffic creates additional safety concerns for families and children using the roadways. She thanked the Board for its efforts to address the issue and expressed her full support for the Board and the proposed traffic mitigation measures.

Mark Goldberg addressed the Board and stated that he has lived in the community for many years. He shared that, in the past, he was opposed to the idea of installing gates; however, after reviewing the data presented and observing how conditions have changed over time, he believes the concerns can no longer be ignored. Mr. Goldberg stated that he feels the time has come for the Town to take action to address the traffic and safety issues facing the community. He commended the Board for its willingness to confront a difficult issue and described the decision before the Town as a courageous moment in Bow Mar's history.

Rob Sterling addressed the Board and discussed the gated access points located near Littleton. He stated that he believes the most relevant data for evaluating the effectiveness of gates would come from existing gate installations in nearby communities, specifically referencing the areas near Littleton and Lowell as well as Belleview Avenue. Mr. Sterling encouraged the Board to review available traffic and safety data from those locations.

John Pierson addressed the Board and stated that he is in full support of the proposed traffic mitigation efforts. He acknowledged the significant amount of work the Board has undertaken outside of the public meetings and thanked the Trustees for their dedication to the issue. Mr. Pierson expressed his belief that residential communities are not intended to serve as cut-through routes for regional traffic and stated that measures should be taken to preserve the safety and character of the Town.

Kim Pagel, a resident of Prospect Drive, addressed the Board and commented on statements that had recently been reported in the news regarding the traffic discussion. She stated that, in her opinion, some of the characterizations made about the Town and its residents were inaccurate and irresponsible. Ms. Pagel emphasized that the Town's concerns are focused on safety and quality of life, not on the individuals traveling through the community. She encouraged others to respect the Town and its residents and expressed her support for maintaining a respectful and constructive dialogue regarding the traffic mitigation efforts.

Shane Fabel addressed the Board and stated that he has lived in the Town for more than ten years. He emphasized that the safety of all children, both within Bow Mar and in neighboring communities, is important. Mr. Fabel encouraged neighboring residents and jurisdictions to continue working collaboratively with the Town to address traffic concerns. He suggested that additional traffic control measures, such as traffic signals, could be considered, but expressed his opinion that DUI checkpoints alone would not adequately address the broader traffic and safety issues facing the community. Mr. Fabel stated that the Town has been discussing these concerns for many years and questioned how much longer action should be delayed. He concluded by expressing his full support for the proposed gate project and the Board's efforts to improve public safety.

Scott Wagner addressed the Board and stated that he has lived in the Town for many years. He noted that while the community has changed over time, one thing that has remained constant is the roadway system. Mr. Wagner expressed concern that the addition of approximately 800 new housing units in nearby Denver will result in increased traffic, population growth, and additional transportation challenges, not only for Bow Mar but for surrounding communities as well. Mr. Wagner emphasized that the safety of all children should remain a top priority and commended the Board for its efforts to address the traffic concerns. He also shared that his wife has experienced aggressive driving behavior in the neighborhood, including being passed unsafely and subjected to rude gestures from motorists. Additionally, Mr. Wagner clarified that the Mayor of Denver has been involved in discussions regarding the traffic mitigation project and noted that Denver representatives have participated in meetings and discussions with Town officials throughout the process.

Mayor Sperry closed the public comment portion of the meeting at 6:53 p.m. and thanked all residents and stakeholders for their participation and input throughout the process. He reflected on the Board's efforts over the past year, noting that the Board undertook the traffic mitigation project more than a year ago, engaged professional traffic engineers, and conducted outreach with neighboring jurisdictions, including the City and County of Denver and the City of Littleton. Mayor Sperry stated that the process has involved significant research, discussion, and community engagement, and expressed hope that the Town was nearing a conclusion on the matter.

He then presented historical photographs and information illustrating previous roadway closures and traffic control measures within the Town, noting that road closures have been implemented in Bow Mar in the past as part of efforts to address community concerns and traffic issues. Mayor Sperry discussed the experience of the Town of Foxfield as an example of a community that has implemented gated access and

traffic mitigation measures. He stated that he had spoken directly with Foxfield's Mayor regarding the advantages and challenges associated with their gate system and considered that information valuable as Bow Mar evaluates its own options.

Mayor Sperry also noted that he had encouraged the City of Littleton to retain the gate at Blue Sage, stating that it has been effective in improving safety and reducing unwanted traffic in that area. He then presented additional photographs of traffic accidents and vehicle crashes that have occurred within the Town. Mayor Sperry explained that these incidents illustrate the types of safety concerns the Board has been attempting to address through the traffic mitigation project and reiterated that improving safety for residents remains the primary objective of the proposed measures.

Mayor Sperry stated that he hopes this Board of Trustees will be the group that ultimately implements a long-term solution to the Town's traffic concerns. He emphasized that the proposed gates are not intended to keep non-residents out of Bow Mar, noting that several entrances to the Town will remain open and accessible. Mayor Sperry reiterated that the primary purpose of the project is to improve safety for residents, children, families, and visitors. He acknowledged that the topic has been discussed extensively over many years and stated that the Board has carefully considered the issue from multiple perspectives. He further expressed his desire to continue collaborating with the City and County of Denver, the City of Littleton, and other stakeholders to develop solutions that benefit all affected communities. Mayor Sperry concluded by stating that he hopes to find common ground while prioritizing the safety and well-being of those who live in and visit the Town.

Mayor Sperry then asked Ms. Szilagyi to give an overview of passed resolution on this matter.

Review and Consider the Updated Quote Submitted by Wizard Works Security Systems, Inc. for the Cost Related to the Design, Construction, and Installation of Gates at Sheridan Boulevard and Prospect Drive Pursuant to the Service Agreement Adopted on May 27, 2026: Ms. Szilagyi presented the updated quote from Wizard Works and noted that this item does not need a vote.

Review and Consider the Quote Submitted by Concrete Express, Inc., as Subcontractor to Wizard Works Security System, Inc., for Concrete Work Related to the Construction and Installation of Gates at Sheridan Boulevard and Prospect Drive: Ms. Szilagyi presented the quote from concrete express and noted this item does not need a vote.

A discussion took place regarding project signage, rumble strips, and the anticipated timeline for implementation of the proposed traffic mitigation measures. Board members and residents discussed potential signage locations, the effectiveness and placement of rumble strips as a traffic-calming measure, and the scheduling and sequencing of the various project components. Questions were raised regarding installation timelines, coordination with contractors and neighboring jurisdictions, and the expected timeframe for completion of the proposed improvements. The Board reviewed these items and discussed next steps for moving the project forward.

VARIANCE

The Board of Adjustments hearing was opened. Trustee Carlson presented the requested variance application to the Board and explained that the request had been processed and presented in accordance with the Town's established procedures and protocols. Following discussion, a motion was duly made and

seconded. Upon a unanimous vote of the Board, the variance was approved and the Board of Adjustments hearing was closed.

CONSENT AGENDA

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

COMMISSIONERS REPORT:

Public Safety: Sergeant Milliman reviewed his report with the Board and answered questions.

Finance: Trustee Chrisman reviewed the financial report with the Board and provided an overview of the Town's current financial position. He noted that the Town remains in good financial standing and that revenues and expenditure are tracking as expected.

Building: Trustee Carlson reviewed the monthly report with the Board. During the month of May the Town collected \$6,251.25 in permit fees, \$980.00 in license fees and \$1,729.93 in transportation utility fees, for a total collection of \$8,961.19. The payment to the building inspector was 5,537.10.

Parks and Recreation: No report.

Public Works: Trustee Peterson reported that he has been working with Wizard Works and Jason Minor on various aspects of the gate project, including drainage considerations, street maintenance issues, and planning related to the proposed gate installations. He provided an update on ongoing coordination efforts and noted that discussions have focused on ensuring the projects are designed and implemented in a manner that addresses both infrastructure and maintenance needs.

Intergovernmental: No report.

CLERK'S COMMENTS:

Ms. Blair confirmed that the next regular meeting is scheduled for July 20, 2026.

ATTORNEY REPORT: No report.

MAYOR'S REPORT: No report.

NEW BUSINESS:

Review and Consider the Resident Cost Preferential Contract with Allied Waste d/b/a Republic Trash: Upon motion duly made, seconded, and unanimously carried, the contract with Allied Waste Republic Trash was approved unanimously.

Review and Approve Service Agreement for Terry Weis Building Inspection: This item was tabled until the next meeting of the Board.

ADJOURNMENT

There being no further business to come before the Board, the meeting was adjourned at 7:41 p.m.

Bryan Sperry, Mayor

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 July 2026

Full Time Positions	6 of 6
Part Time Positions	3 of 5
Regular hours	894
OT hours worked	12
Off Duty	0
PTO	101

June 2026 Violations

Charges For the Date Range 6/1/2026 Thru 6/30/2026

Qty	Charge
6	1214(B) ON STREET PARKING PROHIBITED (3-6 A.M.):
3	1416 REGISTRATION VIOLATION:
2	703(3) FAIL TO STOP AT A STOP SIGN:
2	1409 COMPULSORY INSURANCE:
1	1101(2)(H) SPEEDING 10 - 19 MPH OVER (37/25):
1	1417 DRIVERS LICENSE REQUIRED:
1	603 TRAFFIC CONTROL DEVICE:
1	1416 REGISTRATION VIOLATION (04/21/26):
1	1101(2)(H) SPEEDING 10 - 19 MPH OVER (40/25):
0	
18	Total Number of Violations Issued

Monthly Case # Report

Case Number	Event Date	Situation Reported
CV26-0000060	06/03/2026 07:42:15 PM	MEDICAL IP
CV26-0000061	06/16/2026 01:32:46 PM	Theft
CV26-0000062	06/19/2026 01:25:06 PM	MEDICAL IP
CV26-0000063	06/20/2026 08:49:51 PM	PROPERTY ACCIDENT IP
CV26-0000064	06/28/2026 11:00:21 AM	SUICIDE THREAT IP
CV26-0000065	06/28/2026 10:42:44 AM	ANIMAL CALL IP*

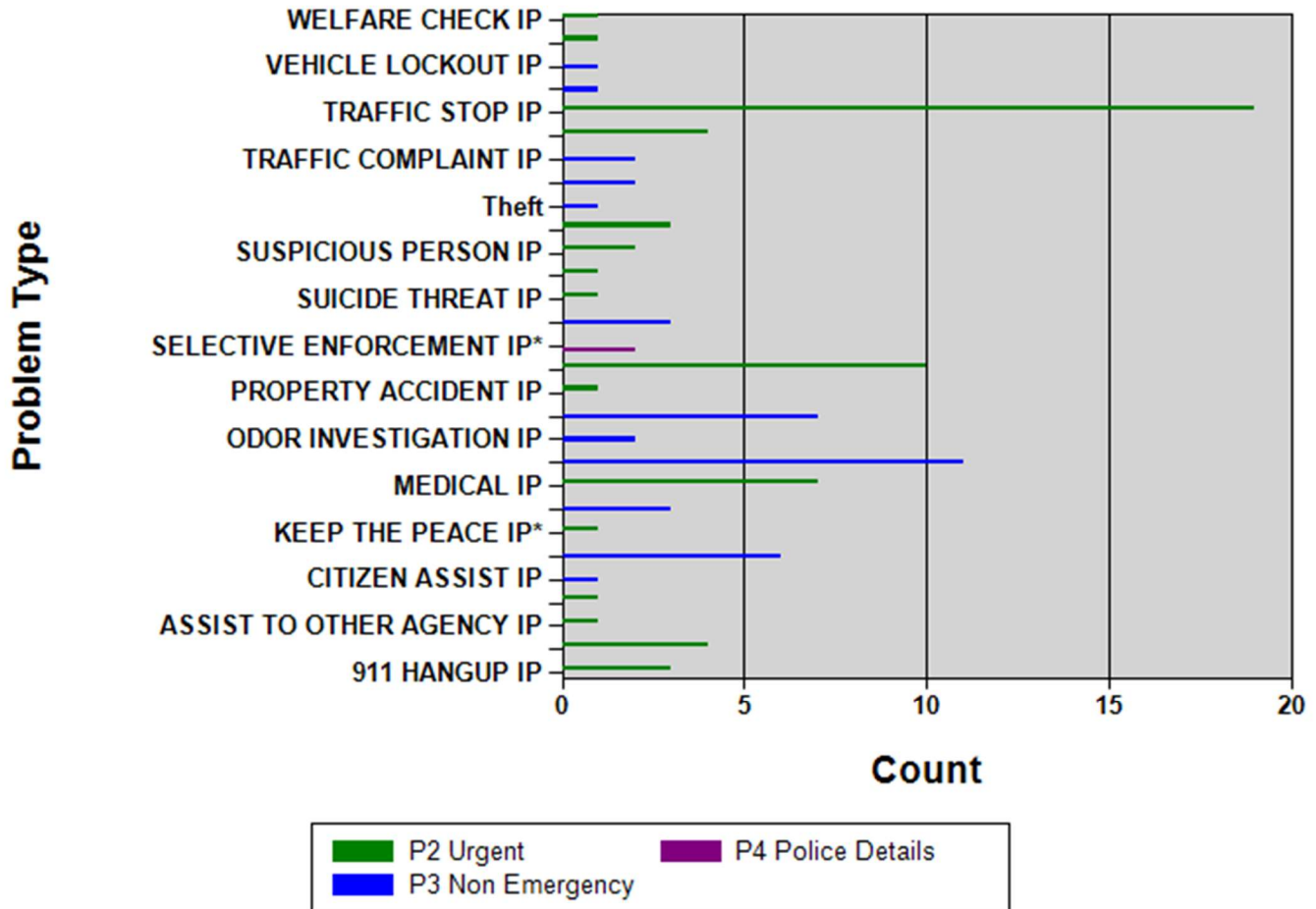
Problem Type Summary

1:28 PM 7/14/2026

Data Source: Data Warehouse

Agency:	ACSO
Division:	Bow Mar, Bow Mar Inactive Personnel, Columbine Valley, Columbine Valley Inactive Pers
Day Range:	Date From 6/1/2026 To 6/30/2026
Exclusion:	• Calls canceled before first unit assigned • Calls canceled before first unit at scene

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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

	Priority									
Problem Type	1	2	3	4	5	6	7	8	9	Total
911 HANGUP IP		<u>3</u>								<u>3</u>
ABANDONED VEHICLE IP*										
ACCIDENT ALERT IP										
ANIMAL CALL IP*		<u>4</u>								<u>4</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		<u>1</u>								<u>1</u>
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										
CRIMINAL MISCHIEF IP										
Criminal Tampering										
CRIMINAL TAMPERING IP										
DEAD ON ARRIVAL IP										
DISORDERLY CONDUCT IP										
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										
ELUDING IP										
FIREWORKS IP										
FOUND PERSON IP										
FOUND PROPERTY IP*										
Fraud										
FRAUD IP										
Harassment										
HARASSMENT IP										
Hate Crime										
HATE CRIME IP										
HOME CHECK IP*										

Identity Theft										
IDENTITY THEFT IP										
IMPOUNDED VEHICLE IP										
INFORMATION IP			<u>6</u>							<u>6</u>
Injury Accident										
INJURY ACCIDENT IP										
INTIMIDATING A WITNESS IP										
KEEP THE PEACE IP*		<u>1</u>								<u>1</u>
LIQUOR VIOLATION IP										
LOUD NOISE COMPLAINT IP			<u>3</u>							<u>3</u>
MEDICAL IP		<u>7</u>								<u>7</u>
Menacing										
MENACING IP										
MENTAL SUBJECT IP										
MESSAGE FOR DEPUTY IP			<u>11</u>							<u>11</u>
MISSING CHILD IP										
Missing Person										
MISSING PERSON IP										
OBSTRUCTION IP										
ODOR INVESTIGATION IP			<u>2</u>							<u>2</u>
OPEN DOOR IP*										
OVERSIZED VEHICLE IP*										
PARKING COMPLAINT IP*			<u>7</u>							<u>7</u>
POSS SHOTS FIRED IP										
Property Accident										
PROPERTY ACCIDENT IP		<u>1</u>								<u>1</u>
PUFFING VEHICLE IP*										
RECOVERED STOLEN PROPERTY IP										
RECOVERED STOLEN VEHICLE IP										
REDI REPORT IP										
REPOSSESSED VEHICLE IP										
RESIDENTIAL ALARM IP		<u>10</u>								<u>10</u>
Restraining Order Vio										
RESTRAINING ORDER VIO IP										
Robbery										
ROBBERY IP										
Runaway										
RUNAWAY IP										
SAFE 2 TELL										
SELECTIVE ENFORCEMENT IP*				<u>2</u>						<u>2</u>
Sex Assault										
SEX ASSAULT IP										
Sex Crime										
SEX CRIME IP										
Shots Fired										
SHOTS FIRED IP										
SOLICITING IP			<u>3</u>							<u>3</u>
Suicide Attempt										
SUICIDE ATTEMPT IP										
SUICIDE COMPLETED IP										
SUICIDE THREAT IP		<u>1</u>								<u>1</u>
SUSPICIOUS CIRCUMSTANCE IP		<u>1</u>								<u>1</u>
SUSPICIOUS PERSON IP		<u>2</u>								<u>2</u>
SUSPICIOUS VEHICLE IP		<u>3</u>								<u>3</u>
Theft			<u>1</u>							<u>1</u>
Theft from Motor Vehicle										
THEFT FROM MOTOR VEHICLE IP										

THEFT IP										
TRAFFIC ARREST IP										
Traffic Complaint			<u>2</u>							<u>2</u>
TRAFFIC COMPLAINT IP			<u>2</u>							<u>2</u>
TRAFFIC OBSTRUCTION IP		<u>4</u>								<u>4</u>
TRAFFIC STOP IP		<u>19</u>								<u>19</u>
TRANSPORT IP										
Trespass to Property			<u>1</u>							<u>1</u>
TRESPASS TO PROPERTY IP										
Trespass to Vehicle										
TRESPASS TO VEHICLE IP										
UNKNOWN INJURY ACCIDENT IP										
UNLAWFUL ACTS IP										
UNWANTED SUBJECT IP										
VEHICLE LOCKOUT IP			<u>1</u>							<u>1</u>
VIN VERIFICATION IP										
WALK UP IP		<u>1</u>								<u>1</u>
WARRANT ARREST IP										
WARRANT PICKUP IP										
Weapons Violation										
WEAPONS VIOLATION IP										
WELFARE CHECK IP		<u>1</u>								<u>1</u>
ZZ-Animal Call										
ZZ-Suspicious Person										
ZZ-Suspicious Vehicle										
ZZ-Unwanted Subject										
ZZ-ZONING IP										
Total		<u>60</u>	<u>40</u>	<u>2</u>						<u>102</u>

Bow Mar Calls For Service

<u>Incident</u>	<u>Case Numbers</u>	<u>Units</u>	<u>Problem</u>	<u>Address</u>	<u>Response Date</u>	
BM2026-0000172		403	SUSPICIOUS CIRCUMSTANCE IP	5355 RIDGE TRL	6/1/2026 16:03	
BM2026-0000173		409	911 HANGUP IP	5500 RIDGE TRL	6/2/2026 2:23	
BM2026-0000174		406	MESSAGE FOR DEPUTY IP	5152 W WAGONTRAIL RD	6/2/2026 17:12	
BM2026-0000175		409	SUSPICIOUS VEHICLE IP	4900 PINYON ST	6/3/2026 2:41	
BM2026-0000176		406	SELECTIVE ENFORCEMENT IP*	4600 S SHERIDAN BLVD	6/3/2026 13:08	
BM2026-0000179		410	TRAFFIC STOP IP	S SHERIDAN BLVD / RIDGE TRL	6/9/2026 15:12	
BM2026-0000180		406	RESIDENTIAL ALARM IP	5417 SOMBRERO	6/10/2026 10:59	
BM2026-0000181		402	RESIDENTIAL ALARM IP	4770 BOW MAR DR	6/11/2026 6:39	
BM2026-0000182		FIRE	ODOR INVESTIGATION IP	5161 JUNIPER ST	6/11/2026 11:32	
BM2026-0000183		406	RESIDENTIAL ALARM IP	5417 SOMBRERO	6/11/2026 12:54	
BM2026-0000184		410	RESIDENTIAL ALARM IP	5417 SOMBRERO	6/12/2026 11:06	
BM2026-0000186		410	TRAFFIC STOP IP	S SHERIDAN BLVD / W WAGONTRAIL RD	6/12/2026 17:39	
BM2026-0000187		410	LOUD NOISE COMPLAINT IP	4895 PINYON ST	6/12/2026 18:53	
BM2026-0000188		410	RESIDENTIAL ALARM IP	5417 SOMBRERO	6/13/2026 11:03	
BM2026-0000190		410	TRAFFIC STOP IP	LAKESHORE DR / PINYON ST	6/13/2026 16:04	
BM2026-0000191		406	RESIDENTIAL ALARM IP	5417 SOMBRERO	6/15/2026 11:10	
BM2026-0000193		409	JUVENILE COMPLAINT IP	5395 LAKESHORE DR	6/15/2026 20:15	
BM2026-0000194	CV26-0000061	406	Theft	4700 HOMESTEAD ST	6/16/2026 13:32	Civil Matter
BM2026-0000195		410	TRAFFIC STOP IP	S SHERIDAN BLVD / SUNSET DR	6/16/2026 15:51	
BM2026-0000196		410	TRAFFIC STOP IP	S SHERIDAN BLVD / W TUFTS AVE	6/16/2026 17:28	
BM2026-0000197		406	911 HANGUP IP	5205 LAKESHORE DR	6/18/2026 11:28	Phone Problems
BM2026-0000198		406	911 HANGUP IP	5205 LAKESHORE DR	6/18/2026 11:32	Phone Problems
BM2026-0000199		410	MESSAGE FOR DEPUTY IP	5500 RIDGE TRL	6/20/2026 0:32	
BM2026-0000200		FIRE	FIRE ALARM IP	4815 BOW MAR DR	6/20/2026 2:31	
BM2026-0000201		403	RESIDENTIAL ALARM IP	5417 SOMBRERO	6/21/2026 14:12	
BM2026-0000202		406	ANIMAL CALL IP*	4700 W WAGONTRAIL RD	6/22/2026 11:53	
BM2026-0000203		410	TRAFFIC STOP IP	S SHERIDAN BLVD / SUNSET DR	6/23/2026 15:48	
BM2026-0000204		410	TRAFFIC STOP IP	S SHERIDAN BLVD / SUNSET DR	6/23/2026 16:31	
BM2026-0000206		403	SUSPICIOUS PERSON IP	5191 BOW MAR DR	6/26/2026 11:24	
BM2026-0000207		403	MESSAGE FOR DEPUTY IP	5301 SOMBRERO	6/26/2026 11:33	

Bow Mar Calls For Service

BM2026-0000208	403	TRAFFIC STOP IP	BOW MAR DR / S SHERIDAN BLVD	6/26/2026 12:01
BM2026-0000209	410	WELFARE CHECK IP	BOW MAR DR / PROSPECT ST	6/26/2026 20:32
BM2026-0000210	403	COMMUNITY CONTACT IP*	5395 LAKESHORE DR	6/27/2026 15:49
BM2026-0000211	403	KEEP THE PEACE IP*	[REDACTED]	6/28/2026 17:05
BM2026-0000212	406	TRAFFIC COMPLAINT IP	HOMESTEAD ST / PROSPECT ST	6/29/2026 17:44
BM2026-0000214	410	TRAFFIC STOP IP	S SHERIDAN BLVD / LONGHORN	6/30/2026 16:07
BM2026-0000215	410	Traffic Complaint	PROSPECT ST / W WAGONTRAIL RD	6/30/2026 17:54
CV2026-0000478	405	FOLLOW UP IP*	5395 LAKESHORE DR	6/5/2026 22:50
CV2026-0000483	405	COMMUNITY CONTACT IP*	5265 SKY TRL	6/7/2026 21:23
OUT2026-0074861	RESC	MEDICAL IP	[REDACTED]	6/2/2026 5:50

**TOWN OF BOW MAR, COLORADO
ORDINANCE NO. 348**

**AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF BOW MAR
AMENDING THE 2020 ADDITION OF THE “MODEL TRAFFIC CODE FOR
COLORADO” CONCERNING ELECTRICAL ASSISTED BICYCLES, ELECTRIC
SCOOTERS, LOW POWER SCOOTERS, AND ELECTRIC MOTORCYCLES**

WHEREAS, the Town of Bow Mar (the “Town”) is a statutory town organized pursuant to the laws of the State of Colorado;

WHEREAS, the Town has the authority to adopt ordinances to protect the public health, safety, and welfare;

WHEREAS, electrical assisted bicycles, electrical scooters, low power scooters, and electric motorcycles (collectively “E-vehicles”) have increased in popularity in recent years with adults and children; and

WHEREAS, C.R.S. 42-4-111 allows local governments, pursuant to a reasonable exercise of police power, to set rules and regulations regarding E-vehicles operating on streets within their jurisdiction;

WHEREAS, in 2021, the Town adopted by reference the 2020 edition of the “Model Traffic Code,” codified in section 8-1-10 of the Town of Bow Mar Municipal Code (“Code”), whereby E-vehicles are regulated;

WHEREAS, section 8-2 of the Code provides for amendments and deletions of the Model Traffic Code as adopted by the Town;

WHEREAS, the Board of Trustees for the Town of Bow Mar, Colorado, finds and determines that it is necessary to protect the public health, safety, and welfare of the Town’s residents and guests to amend the Model Traffic Code to include the regulations for E-vehicles.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF BOW MAR, COLORADO:

Section 1 The above recitals are hereby incorporated by reference.

Section 2. Section 8-2 of the Town of Bow Mar Municipal Code, concerning Amendments and Deletions of the Model Traffic Code is hereby amended to read in its entirety as follows:

Sec. 8-2. – Amendments and deletions.

The 2020 edition of the Model Traffic Code is adopted as if set out at length, save and except the sections or subsections that shall be subject to the following amendments, additions, and deletions:

...

(5) Section 109 of the Model Traffic Code is hereby amended to read in full as follows:

(14) Low power scooters are permitted to operate on Town streets, but are not permitted on any lawns, trails, paths or parks.

(15) The operator of a low power scooter must be at least 16 years of age and have a valid Colorado driver's license. In addition, such vehicle shall be registered and insured in accordance with Colorado state law.

(6) Section 109.7, concerning Electrical Assisted Bicycles, is hereby added to the Model Traffic Code to read in full as follows:

(a) There are three classes of electrical assisted bicycles, Class 1, Class 2 and Class 3 as more particularly defined in paragraph (28.5) of the Appendices of the Model Traffic Code.

(b) Class 1 and Class 2 electrical assisted bicycles may be operated on the Town streets, but are not permitted to operate on lawns, trails, paths or parks.

(c) Class 3 electrical assisted bicycles may be operated on Town streets only, and are not permitted to operate on lawns, trails, paths or parks.

(d) The operator of a Class 3 electrical assisted bicycle must be at least 16 years of age, have a current driver's license, with a motorcycle endorsement.

(e) A person under sixteen years of age shall not ride a class 3 electrical assisted bicycle upon any street, highway, or bike or pedestrian path; except that a person under sixteen years of age may ride as a passenger on a class 3 electrical assisted bicycle that is designed to accommodate passengers.

(f) A person shall not operate or ride as a passenger on a class 3 electrical assisted bicycle unless:

- i. Each person under eighteen years of age is wearing a protective helmet of a type and design manufactured for use by operators of bicycles;
- ii. The protective helmet conforms to the design and specifications set forth by the United States consumer product safety commission or the American Society for Testing and Materials; and
- iii. The protective helmet is secured properly on the person's head with a chin strap while the class 3 electrical assisted bicycle is in motion.

(g) A person operating an electrical assisted bicycle in the Town shall ride as close to the right side of the roadway as practicable.

(h) Persons riding electrical assisted bicycles upon a roadway in the Town shall not ride more than two abreast unless the electrical assisted bicycle is designed to accommodate passengers.

(i) It shall be unlawful for any parent, guardian, legal custodian, or any adult in authority to authorize, assist, permit, or encourage any minor to operate an electrical assisted bicycle in violation of this Section.

(j) A person riding an electrical assisted bicycle upon a roadway where an electric assisted bicycle travel is permitted shall be granted all of the rights and shall be subject to all of the duties and penalties applicable to the driver of a vehicle as set forth in the Model Traffic Code, except those provisions of the Model Traffic Code that, by their very nature, can have no application.

(7) Section 109.8, concerning Electric Scooters, is hereby added to read the Model Traffic Code to read in full as follows:

(a) Electric scooter shall mean a device:

- (1) Weighing less than one hundred pounds;
- (2) With handlebars and an electric motor;
- (3) That is powered by an electric motor; and
- (4) That has a maximum speed of twenty miles per hour on a paved level surface when powered solely by the electric motor.

(b) Electric scooter does not include an electrical assisted bicycle, electric personal mobility device, motorcycle, or low-power scooter.

(c) Electric scooters may be operated on Town streets, and are not permitted to operate on lawns, trails, paths or parks.

(d) All riders of electric scooters under the age of 16 must wear a United States Department of Transportation approved helmet.

(e) A person operating an electric scooter in the Town shall ride as close to the right side of the roadway as practicable.

(f) Persons riding electric scooters upon a roadway shall not ride more than two abreast.

(g) No passengers are permitted to ride on electric scooters unless designed to accommodate passengers.

(h) It shall be unlawful for any parent, guardian, legal custodian, or any adult in authority to authorize, assist, permit, or encourage any minor to operate an electric scooter in violation of this Section.

(i) A person riding an electric scooter upon a roadway where electric scooter travel is permitted shall be granted all of the rights and shall be subject to all of the duties and penalties applicable to the driver of a vehicle as set forth in the Model Traffic Code, except those provisions of the Model Traffic Code that, by their very nature, can have no application.

(8) Section 109.8, concerning Electric Motorcycles, is hereby added to the Model Traffic Code to read in full as follows:

(a) An electric motorcycle is an electric powered motorcycle with an electric engine over 4,476 watts.

(b) Electric motorcycles may be operated on Town streets only, and are not permitted to operate on lawns, trails, paths or parks.

(c) Operating an electric motorcycle in the Town requires that the owner maintain current comprehensive insurance as set forth in Section 1409 of the Model Traffic Code and shall have a current registration in accordance with Colorado state law.

(d) The operator of an electric motorcycle must be at least 16 years of age have a current driver's license with a motorcycle endorsement.

(e) A person operating an electric motorcycle in the Town shall ride as close to the right side of the roadway as practicable.

(f) No passengers are permitted on electric motorcycles when operated by a driver under the age of eighteen (18).

(g) It shall be unlawful for any parent, guardian, legal custodian, or any adult in authority to authorize, assist, permit, or encourage any minor to operate an electric motorcycle in violation of this Section.

(h) A person riding an electric motorcycle upon a roadway where electric motorcycle travel is permitted shall be granted all of the rights and shall be subject to all of the duties and penalties applicable to the driver of a vehicle as set forth in the Model Traffic Code except those provisions that, by their very nature, can have no application.

(i) A person shall not operate or ride as a passenger on an electric motorcycle on a roadway unless:

(1) Each person under eighteen years of age is wearing a protective helmet of a type and design manufactured for use by operators of motorcycles;

(2) The protective helmet conforms to the design and specifications with a chin strap, lining, and padding intended to reduce injuries to the user resulting from head impacts and to protect the user by remaining on the user's head, deflecting blows, resisting penetration, and spreading the force of impact that meet or exceed standards established in the United States department of transportation federal motor vehicle safety standard for motorcycle helmets; and

(3) The protective helmet is secured properly on the person's head with a chin strap while the electric motorcycle is in motion

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 20th day of July, 2026.

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 _____

**TOWN OF BOW MAR, COLORADO
RESOLUTION 2026-17**

**A RESOLUTION OF THE TOWN OF BOW MAR, COLORADO APPROVING A
SERVICE AGREEMENT WITH T WEIS CONSTRUCTION, INC. FOR BUILDING
INSPECTION SERVICES**

WHEREAS, the Town of Bow Mar, Colorado (the “Town”) has the authority to enter into contracts for any lawful municipal purpose pursuant to C.R.S. §§ 31-15-101, *et seq.*; and

WHEREAS, the Town of Bow Mar (the “Town”) is in need of building inspection services; and

WHEREAS, T WEIS CONSTRUCTION, INC. (“Contractor”) has held itself out to the Town as having the requisite qualifications and experience to perform said services for many years with the Town; and

WHEREAS, the Town has negotiated an agreement with Contractor, attached herinto and incorporated herein by this reference (the “Agreement”); and

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

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

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

Section 2. The Board hereby:

- (a) Authorizes the Mayor to execute the Agreement on behalf of the Town and for the Town Clerk to attest their signature; and
- (b) Further authorizes the Mayor, in consultation with the Town Clerk and Town Attorney, to take all necessary actions to implement the Agreement.

Section 3. This Resolution shall take effect immediately upon adoption.

ADOPTED, this 15th day of June 2026.

{Signature page to follow}

TOWN OF BOW MAR, COLORADO

By: _____
Bryan Sperry, Mayor

ATTEST:

Sue Blair, Town Clerk

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; 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. Every year in the month of March, the Town and Contractor shall review the rate schedule shown in **Exhibit B** and make any rate adjustments in compensation to account for rising associated costs of Services.
- ☐ 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. Should the Contractor hire or contract for an employee to perform work, then the Contractor shall acquire and maintain the appropriate Worker's Compensation insurance.
 - ☒ 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 to 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

\$75 per hour: clerical works

\$75 per inspection

Every year in the month of March, the Town and Contractor shall review the rate schedule above and make any rate adjustments in compensation to account for rising associated costs of Services.