

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

DATE: Monday, September 21, 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)

FORMAL NOTICE OF APPEAL BY MIKE GIOIA (Sec. 16-18) – Official Rulings on 5405 Sombrero (enclosure)

Consent Agenda

- Approval of the Minutes of the Meetings Held on August 17, 2026 (enclosures)
- Treasurer’s Report and Payments Approval

Gate Project

- Review and Consider Professional Service Agreement For Civil Engineering Design Services Related to Bow Mar Entry Gate Improvements (enclosure)
- Resolution No. 2026 – 27 - A Resolution of the Board of Trustees for the Town of Bow Mar, Regarding the Timing Schedule of Gate Operations Within Town Boundaries (enclosure)
- Resolution No. 2026- 28 - A Resolution of the Board of Trustees for the Town of Bow Mar, Regarding Construction and Installation of Gates at Sunset Drive and South Sheridan Boulevard; at South Sheridan Boulevard and West Tufts Avenue; and Closure and/or Installation of Gate at Longhorn and South Sheridan Boulevard for Public Safety Purposes (enclosure)

Executive Session:

- For the purpose of conferencing with the Town Attorney for the purpose of receiving legal advice on specific legal questions under C.R.S Section 24-6-402(4)(b); and for the purpose of determining positions relative to matters that may be subject to negotiation, developing strategy for negotiations, and/or instructing negotiators under C.R.S. Section 24-6-402(4)(e); and the following additional details are provided for identification purposes: **discuss status and legal issues related to properties and property owners of 5220/5300 Yellowstone**

### 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, October 19, 2026

### Attorney's Report

### Mayor's Report

### New Business

- Review and Approve Ordinance No. 348 Adopting the 2024 Edition of the Model Traffic Code (enclosure)
- Discussion on Eaton Fiber

### Adjournment

## RECORD OF PROCEEDING

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

### THE TOWN OF BOW MAR

**HELD MONDAY, AUGUST 17, 2026**

A regular meeting of the Board of Trustees of the Town of Bow Mar, Colorado, was held on Monday, August 17, 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  
Liz Manning

Absent were Trustee Carlson and Trustee Chrisman whose absences were excused.

Also, in attendance were:

Michaela Szilagyi, Town Attorney; Wilson Williams Fellman Dittman  
Sue Blair, Town Clerk; CRS of Colorado  
Sergeant Jamie Milliman; Town of Columbine Valley Police  
Chip Mower, Resident  
Toby Erickson, Resident  
Mike Gent, City Manager of Littleton  
Kiara Demare, Reporter  
Kathy and Frank Dieveney, Residents  
Alex Band, Resident  
Cathi Cox, Resident  
Karsten Veermann, Resident  
Justin Sperry, Resident  
Kim Sperry, Resident  
Spencer Soicher, Reporter

**AGENDA:**

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

## **PUBLIC COMMENT**

Chip Mower thanked the Board for all their efforts. He was attending the meeting for an update on the gates.

Toby Erickson thanked the Board for their hard work on behalf of the residents of the Town.

Mike Gent thanked the Board for their service and expressed his interest in maintaining a connection with the Town. He stated that he would like to work with the Board on strategies and operations. He also discussed the right-of-way connection to Belleview. He explained that if the Town decides to install gates, the Belleview right-of-way would no longer provide value to Littleton and would no longer be maintained. Mr. Gent stated that perhaps a dog park or park where kids could learn to ride their bikes could be built. Mr. Gent encouraged the Board to explore different opportunities and identify mutually beneficial options for access in both directions maintaining a regional connectivity.

Mr. Frank Dieveney spoke with the Board regarding the shared driveway issue. They stated that police have been called to the property twice and expressed concerns regarding privacy during the lengthy construction process. They requested that the Board consider a temporary cut-through on Sheridan as a potential solution.

Alex Band thanked the Board and spoke regarding 5500 Ridgetrail, noting that she is the realtor involved in selling the property. She stated that the families involved with the property are actively working to sell the property and are making every effort to do so as soon as legally possible.

Mayor Sperry thanked the public for attending the meeting and sharing their thoughts.

## **CONSENT AGENDA**

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

### **COMMISSIONERS REPORT:**

Public Safety: Trustee Mease informed the Board that there have been multiple bear sightings and that he has contacted the Division of Wildlife regarding the issue. An e-blast was sent to residents with related rules and reminders. He also discussed the rules regarding golf carts and e-bikes, noting that drivers must be at least 16 years old to operate a golf cart. A reminder regarding these rules was also sent to residents via e-blast. Overall, it was a quiet month.

Finance: No report.

Building: No report.

Parks and Recreation: Trustee Hinton stated that her items will be addressed during new business.

Public Works: Trustee Peterson stated that the Vance contract will be approved at a future meeting.

Intergovernmental: Trustee Manning reported that she has requested updates from CLA and should have an update at the September regular meeting.

**CLERK'S COMMENTS:**

Ms. Blair confirmed that the next regular meeting is scheduled for September 21, 2026. The preliminary assessed valuations will be received from the counties prior to August 25<sup>th</sup>.

**ATTORNEY REPORT:** No report.

**MAYOR'S REPORT:** No report.

**NEW BUSINESS:**

Review and consider the Resolution authorizing the Town Attorney to Retain the Law Firm of Sweetbaum Miller PC and Attorney Alan Sweetbaum as Special Counsel in Connection with Legal Matters Related to the Town's Gate Project: Upon motion duly made, seconded, and unanimously carried, Resolution 2026-18 was approved as presented.

Review and Consider the Resolution Authorizing the Town Attorney to Retain the Law Firm Sweetbaum Miller and Attorney Alan Sweetbaum as Special Counsel in Connection with Legal Matters and Potential Litigation for Filing a Nuisance Action Against the Property and Property Owners of 5500 Ridgetrail: Upon motion duly made, seconded, and unanimously carried, Resolution 2026-19 was approved as presented.

Review and Consider Resolution and Service Agreement with Greenlight Strategy, LLC. for Public Affairs and Public Relations Services Related to the Town's Gate Project: Upon motion duly made, seconded, and unanimously carried, Resolution 2026-20 was approved as presented.

Review and consider updated Resolution and Contract with ABC Asphalt: Upon motion duly made, seconded, and unanimously carried, Resolution 2026-21 was approved as presented.

Review and Consider a Resolution Adding the Service and Payment of Planting Fall Tulips on Town Property by Lifescape Colorado: Upon motion duly made, seconded, and unanimously carried, Resolution 2026-22 was approved as presented.

Review and Consider a Resolution and Contract with Architerra - Cinnarom Pocket Park: Upon motion duly made, seconded, and unanimously carried, Resolution 2026-23 was approved as presented.

**Executive Session**

Mayor Sperry entertained a motion for the board enter into executive session pursuant to C.R.S. Section 24-6-402(4)(e) for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, and pursuant to C.R.S. Section 24-6-402(4)(b) for the purpose of receiving legal advice on specific legal questions related to the gate project. Upon motion duly made, seconded and unanimously carried, the Board entered into Executive Session at 6:48 p.m. The Board reconvened into General Session at 7:32 p.m.

**ADJOURNMENT**

There being no further business to come before the Board, the meeting was adjourned at 7:34 p.m.

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Bryan Sperry, Mayor

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Sue Blair, Town Clerk

## **Professional Service Agreement For Civil Engineering Design Services Related to Bow Mar Entry Gate Improvements**

**THIS PROFESSIONAL SERVICES AGREEMENT** ("Agreement") dated as of September 21 , 2026, is entered into by and between CAGE Engineering, Inc., a Colorado Corporation whose business address is 405 Urban Street, Suite 404, Lakewood, Colorado 80228, ("**Contractor**") and the Town of Bow Mar, Colorado, a municipal corporation of the State of Colorado ("**Town**" and, together with the Contractor, "**Parties**").

### **RECITALS AND REPRESENTATIONS**

**WHEREAS**, the Town desires to have performed certain professional services as described in this Agreement;

**WHEREAS**, the Contractor represents that the Contractor has the skill, ability, and expertise to perform the services described in this Agreement and within the deadlines provided by the Agreement; and

**WHEREAS**, the Contractor intends to evaluate and implement controlled access gate improvements at select roadway entrances within the Town;

**WHEREAS**, the Town desires to engage the Contractor to provide the services described in this Agreement subject to the terms and conditions of the Agreement.

**NOW, THEREFORE**, in consideration of the benefits and obligations of this Agreement, the Parties mutually agree as follows:

### **1. SERVICES AND CONTRACTOR PERFORMANCE**

**1.1. Services and Work Product.** As directed by and under the supervision of the David Peterson, Public Works Commissioner for the Town of Bow Mar, the Contractor shall provide the Town with the services described in **Exhibit A, attached hereto and incorporated herein** ("**Services**"). For purposes of this Agreement, "**Work Product**" shall consist of deliverables and/or product to be created, provided, or otherwise tendered to the Town as described in the Services.

**1.2. Changes to Services.** At any time, the Town may request a change or changes in the Services. Any changes that are mutually agreed upon between the Town and the Contractor shall be made in writing and upon execution by both Parties shall become an amendment to the Services described in this Agreement. To be effective, any written change must be signed by the Contractor and by the Town.

**1.3. Independent Contractor.** The Contractor shall perform the Services as an independent contractor and shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee, or other relationship with the Town other than as a contracting party and independent contractor. The Town shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Contractor or the Contractor's employees, sub-consultants, contractors, agents, or representatives, including coverage or benefits related but not limited to: local, state, or federal income or other tax contributions; insurance contributions (e.g., FICA);

workers' compensation; disability, injury, or health; professional liability insurance, errors, and omissions insurance; or retirement account contributions.

**1.4. Standard of Performance.** In performing the Services, the Contractor shall use that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing in the State of Colorado. Contractor represents to the Town that the Contractor is, and its employees performing such Services are, properly licensed and/or registered within the State of Colorado for the performance of the Services (if licensure and/or registration is required by applicable law) and that the Contractor and employees possess the skills, knowledge, and abilities to competently, timely, and professionally perform the Services in accordance with this Agreement.

**1.5. Patent Indemnification.** Contractor shall indemnify, defend and hold Town harmless from any and all claims, demands, and causes of action (including reasonable attorneys' fees and costs of suit) for actual or asserted infringement or actual or asserted appropriation or use by Town of trade secrets, proprietary information, know-how, copyright rights, or patented inventions included in any design or specification furnished by Contractor or arising from the use or sale of materials, equipment, methods, processes, designs, and information, furnished by Contractor in connection with the Services. Contractor shall include the foregoing indemnification provision as a term of each agreement utilized by it in the performance of its work which shall extend expressly from the vendor or subcontractor to Town.

**1.6. Safety.** When and to the extent that Contractor or any of its employees, agents, or subcontractors are working under the terms of this Agreement, Contractor will comply, and cause all its employees, agents, and subcontractors to comply, with applicable safety rules and security requirements.

**1.7. Qualified Personnel.** Contractor will make available all qualified Contractors, drafters, technical and clerical personnel necessary to fulfill its obligations under this Agreement. Prior to commencement of work, Contractor will provide Town with the names of all Contractor personnel and their then current hourly rates, if applicable, whose services are to be employed in performance of the Services. Removal or re-assignment of personnel by Contractor will only be done with prior written approval of Town.

**1.8. Removal of Personnel by Town.** Town may, in its discretion, require Contractor to dismiss from performance of the Services any personnel of Contractor or any subcontractor for any reason, effective upon written notice from Town of such dismissal. Town will not be required to pay salary, or any other costs associated with dismissed personnel effective upon Contractor's receipt of notice to dismiss from Town.

**1.9. Representations and Warranties.** Contractor represents and warrants that the Services will be performed in a manner consistent with other reasonable professionals providing similar services under similar circumstances. Contractor will complete the Services in accordance with the Agreement and applicable United States laws, regulations, ordinances, and codes in existence at the time the Agreement is executed.

**1.10. Maintenance of and Access to Records.** Contractor will maintain detailed records of all matters relating to the Services during the term of the Agreement and for a period after its cancellation or termination of not less than five (5) years. Town will have the right to copy and audit during regular business hours all records of any kind which in any way related to the Services, whether created before,

during, or after the termination of this Agreement. Access to such records will be provided to Town at no cost.

**1.11. Colorado Open Records Act.** The parties understand that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, § 24-72-201, et seq., C.R.S. In the event of the filing of a lawsuit to compel such disclosure, the Town shall inform the Contractor and will tender all such material to the court for judicial determination of the issue of disclosure and the Contractor agrees to intervene in such lawsuit to protect and assert its claims of privilege and against disclosure of such material or waive the same

**1.12. Disclosure of Adverse Information.** Contractor will promptly disclose to Town any and all information which Contractor may learn, or which may have a material adverse impact on the Services or the Work Product or Town's ability to utilize the Work Product in the manner and for the purpose for which the Work Product is intended.

## **2. COMPENSATION**

**2.1. Commencement of and Compensation for Services.** Following execution of this Agreement by the Town, the Contractor shall be authorized to commence performance of the Services as described in **Exhibit A** subject to the requirements and limitations on compensation as provided by this **Section 2.0 COMPENSATION** and its Sub-Sections.

**A. For Time and Materials Task Orders.** The CONTRACTOR shall perform the Services and shall invoice the TOWN for work performed based on the rates described in **Exhibit B.**

**B. Reimbursable Expenses.** The following shall be considered "Reimbursable Expenses" for purposes of this Agreement and may be billed to the Town without administrative mark-up but which must be accounted for by the Contractor and proof of payment shall be provided by the Contractor with the Contractor's monthly invoices:

- Vehicle Mileage (billed at not more than the prevailing per-mile charge permitted by the Internal Revenue Service as a deductible business expense)
- Printing and Photocopying Related to the Services
- Charges incidental to securing needed information (e.g., charges imposed to obtain recorded documents)
- Postage and Delivery Services
- Lodging and Meals (only with prior written approval of the Town as to dates and maximum amount permitted)

**C. Non-reimbursable Costs, Charges, Fees, or Other Expenses.** Any fee, cost, charge, penalty, or expense incurred by the Contractor not otherwise specifically authorized by this Agreement shall be deemed a non-reimbursable cost and shall be borne by the Contractor and shall not be billed or invoiced to the Town and shall not be paid by the Town.

- D. Increases in Compensation or Reimbursable Expenses.** Any increases or modification of compensation or Reimbursable Expenses shall be subject to the approval of the Town and shall be made only by written amendment of this Agreement executed by both Parties.

**2.2. Payment Processing.** The Contractor shall submit invoices and requests for payment in a form acceptable to the Town. Invoices shall not be submitted more often than once each month unless otherwise approved by this Agreement or in writing by the Town. Unless otherwise directed or accepted by the Town, all invoices shall contain sufficient information to account for all Contractor time (or other appropriate measure(s) of work effort) and all authorized Reimbursable Expenses for the Services during the stated period of the invoice. Following receipt of a Contractor's invoice, the Town shall promptly review the Contractor's invoice.

**2.3. Town Dispute of Invoice or Invoiced Item(s).** The Town may dispute any Contractor time, Reimbursable Expense, and/or compensation requested by the Contractor described in any invoice and may request additional information from the Contractor substantiating any and all compensation sought by the Contractor before accepting the invoice. When additional information is requested by the Town, the Town shall advise the Contractor in writing, identifying the specific item(s) that are in dispute and giving specific reasons for any request for information. The Town shall pay the Contractor within forty-five (45) days of the receipt of an invoice for any undisputed charges or, if the Town disputes an item or invoice and additional information is requested, within thirty (30) days of acceptance of the item or invoice by the Town following receipt of the information requested and resolution of the dispute. To the extent possible, undisputed charges within the same invoice as disputed charges shall be timely paid in accordance with this Agreement. Payment by the Town shall be deemed made and completed upon hand delivery to the Contractor or designee of the Contractor or upon deposit of such payment or notice in the U.S. Mail, postage prepaid, addressed to the Contractor.

**2.4. Suspension for Nonpayment.** Contractor may suspend performance of the Services upon seven (7) days' written notice if any undisputed amount remains unpaid after the applicable payment due date. Contractor shall have no liability for delay or damages resulting from such suspension and shall be entitled to an equitable adjustment in schedule and compensation for impacts of the suspension and reasonable remobilization or restart costs.

### **3. CONTRACTOR'S GENERAL RESPONSIBILITIES**

**3.1.** The Contractor shall become fully acquainted with the available information related to the Services. The Contractor is obligated to affirmatively request from the Town such information that the Contractor, based on the Contractor's professional experience, should reasonably expect is available and which would be relevant to the performance of the Services.

**3.2.** 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.

**3.3.** The Contractor shall provide all the Services in a timely and professional manner.

**3.4.** The Contractor shall promptly comply with any written Town request from the Town or any of the Town's duly authorized representatives to reasonably access and review any books, documents, papers,

and records of the Contractor that are pertinent to the Contractor's performance under this Agreement for the purpose of the Town performing an audit, examination, or other review of the Services.

**3.5.** The Contractor shall comply with all applicable federal, state, and local laws, ordinances, regulations, and resolutions.

**3.6.** The Contractor shall be responsible at the Contractor's expense for obtaining, and maintaining in a valid and effective status, all licenses and permits necessary to perform the Services unless specifically stated otherwise in this Agreement.

#### **4. TERM AND TERMINATION**

**4.1. Term.** The provision of services under this Agreement shall commence on September 21, 2026 (the "**Effective Date**") and will terminate twelve (12) consecutive calendar months later (cumulatively, the "**Term**"). The Contractor understands and agrees that the Town has no obligation to extend this Agreement's Term or contract for the provision of any future services, and makes no warranties or representations otherwise. Notwithstanding the foregoing; the Parties may mutually agree in writing to the monthly extension of this Agreement for up to twelve (12) consecutive calendar months if such extension is approved by the Town and the Contractor and such extension do not alter or amend any of the terms or provisions of this Agreement.

**4.2. Continuing Services Required.** The Contractor shall perform the Services in accordance with this Agreement commencing on the Effective Date 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.

**4.3. 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:

- A.** Unless otherwise provided in any notice of termination, the Contractor shall provide no further services in connection with this Agreement after receipt of a notice of termination; and
- B.** All finished or unfinished documents, data, studies, and reports prepared by the Contractor pursuant to this Agreement shall be delivered by the Contractor to the Town and shall become the property of the Town, subject to the ownership restrictions in **Section 6.0** of this Agreement; and
- C.** 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 **Sub-Section 4.3(A)** above. Such final accounting and final invoice shall be delivered to the Town within thirty (30) days of the date of termination; thereafter, no other invoice, bill, or other form of statement of charges owing to the Contractor shall be submitted to or accepted by the Town.

**4.4. 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 which notice

shall specify the non-performance, provide both 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 purposes of this **Sub-Section 4.4**, "reasonable time" shall be not 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 authorized Reimbursable Expenses. Such final accounting and final invoice shall be delivered to the Town within fifteen (15) days of the date of termination; thereafter, no other invoice, bill, or other form of statement of charges owing to the Contractor shall be submitted to or accepted by the Town. Provided that notice of non-performance is provided in accordance with this **Sub-Section 4.4**, nothing in this **Sub-Section 4.4** shall prevent, preclude, or limit any claim or action for default or breach of contract resulting from non-performance by a Party.

**4.5. Unilateral 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 receipt of such notice of suspension, the Contractor shall immediately cease performance of the Services on the date of suspension except: (1) as may be specifically authorized by the notice of suspension (e.g., to secure the work area from damage due to weather or to complete a specific report or study); (2) for the submission of an invoice for Services performed prior to the date of suspension in accordance with this Agreement or (3) as required by law.

**4.6. Reinstatement of Services Following Town's Unilateral Suspension.** The Town may at its discretion direct the Contractor to continue performance of the Services following suspension. If such direction by the Town is made within thirty (30) days of the date of suspension, the Contractor shall recommence performance of the Services in accordance with this Agreement. If such direction to recommence suspended Services is made more than thirty-one (31) days following the date of suspension, the Contractor may elect to: (1) provide written notice to the Town that such suspension is considered a unilateral termination of this Agreement pursuant to **Sub-Section 4.3**; or (2) recommence performance in accordance with this Agreement; or (3) if suspension exceeded sixty (60) consecutive days, request from the Town an equitable adjustment in compensation or a reasonable re-start fee and, if such request is rejected by the Town, to provide written notice to the Town that such suspension and rejection of additional compensation is considered a unilateral termination of this Agreement pursuant to **Sub-Section 4.3**. Nothing in this Agreement shall preclude the Parties from executing a written amendment or agreement to suspend the Services upon terms and conditions mutually acceptable to the Parties for any period of time.

**4.7. Delivery of Notice of Termination.** Any notice of termination permitted by this **Section 4.0 TERM AND TERMINATION** and its subsections shall be addressed to the persons identified in **Section 9.17** herein and at the addresses provided therein 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.

## **5. INSURANCE**

**5.1. Insurance Generally.** The Contractor shall obtain and shall continuously maintain during the Term of this Agreement insurance of the kind and in the minimum amounts specified in this **Sub-Section 5.1**. The Required Insurance shall be procured and maintained with insurers with an A- or better rating as

determined by Best's Key Rating Guide. All Required Insurance shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor.

The Contractor shall secure and maintain the following ("**Required Insurance**"):

- A. Worker's Compensation Insurance in the minimum amount required by applicable law for all employees and other persons as may be required by law. Such policy of insurance, if any, shall be endorsed to include the Town as a Certificate Holder.
- B. Comprehensive General Liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000.00) Dollars for each occurrence and of Two Million Dollars (\$2,000,000.00) 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.
- C. Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury of not less than of One Hundred Thousand Dollars (\$100,000.00) each person and each accident and for property damage of not less than Fifty Thousand Dollars (\$50,000.00) each accident 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 Agreement, 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.
- D. Professional Liability (errors and omissions) Insurance with a minimum limit of coverage of One Million Dollars (\$1,000,000.00) 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.

**5.2. Additional Requirements for All Policies.** In addition to specific requirements imposed on insurance by this **Section 5.0 INSURANCE** and its subsections, insurance shall conform to all of the following:

- A. For Required Insurance and any other insurance carried by Contractor ("**Contractor Insurance**"), all policies of insurance shall be primary insurance, and any insurance carried by the Town, its officers, or its employees shall be excess and not contributory insurance to that provided by the Contractor; provided, however, that the Town shall not be obligated to obtain or maintain any insurance whatsoever for any claim, damage, or purpose arising from or related to this Agreement and the Services. The Contractor shall not be an insured party for any Town-obtained insurance policy or coverage.

- B. For both Required Insurance and Contractor Insurance, the Contractor shall be solely responsible for any deductible losses.
- C. For Required Insurance, no policy of insurance shall contain any exclusion for bodily injury or property damage arising from completed operations.
- D. For Required Insurance, every policy of insurance shall provide that the Town will receive notice no less than thirty (30) days prior to any cancellation, termination, or a material change in such policy.

**5.3. Failure to Obtain or Maintain Insurance.** The Contractor's failure to obtain and continuously maintain policies of insurance in accordance with this **Section 5.0 INSURANCE** and its subsections 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, or, at its discretion, the Town may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Contractor to the Town immediately upon demand by the Town, or at the Town's sole discretion, the Town may offset the cost of the premiums against any monies due to the Contractor from the Town pursuant to this Agreement.

**5.4. Insurance Certificates.** Prior to commencement of the Services, the Contractor shall submit to the Town applicable certificates of insurance for all Required Insurance. Insurance limits, terms of insurance, insured parties, and other information sufficient to demonstrate conformance with this **Section 5.0 INSURANCE** and its subsections shall be indicated on each certificate of insurance. Certificates of insurance shall reference the "Project Name" as identified on the first page of this Agreement. The Town may request, and the Contractor shall provide within three (3) business days of such request a current certified copy of any policy of Required Insurance and any endorsement of such policy. The Town may, at its election, withhold payment for Services until the requested insurance policies are received and found to be in accordance with the Agreement.

## **6. OWNERSHIP OF DOCUMENTS**

**6.1. Work Product is Property of Town.** Upon complete payment for services rendered, the Work Product, as defined in **Sub-Section 1.1**, shall be deemed work made for hire and made in the course of Services performed under this Agreement and will be the exclusive property of the Town. Town will have unlimited right to make, have made, use, reconstruct, repair, modify, reproduce, publish, distribute and sell the Work Product, in whole or in part, or combine the Work Product with other matter, or not use the Work Product at all, as it sees fit. Any reuse of the Work Product produced under this Agreement for any purpose not directly related to this Agreement will be at the sole risk of Town.

**6.2. Obligations of Contractor's Personnel and Subcontractors.** Contractor warrants it has enforceable written agreements with all of its personnel and subcontractors to be involved in performing the Services that:

- A. assign to Contractor ownership of all patents, copyrights, and other proprietary rights created in the course of their employment or engagement; and

- B. obligate such personnel or subcontractors, as the case may be, upon terms and conditions no less restrictive than are contained in this **Section 6.0 OWNERSHIP OF DOCUMENTS**, not to use or disclose any proprietary rights or information learned or acquired during the course of such employment or engagement including, without limitation, any Work Product, all Contractor property and any other information pursuant to this **Section 6.0 OWNERSHIP OF DOCUMENTS**.

**6.3. Assignment of Proprietary Rights.** To the extent that any title to any Work Product may not, by operation of law, vest in Town, or such Work Product may not be considered to be work made for hire, Contractor hereby irrevocably transfers and assigns to Town in perpetuity all worldwide right, title and interest in and to the patent rights, copyrights, trade secrets, and other proprietary rights in and ownership of, the Work Product.

**6.4. Town Furnished Information.** Title to all materials and all documentation furnished by the Town to Contractor will remain in the Town. Contractor will deliver to the Town any all Work Products and property, including copies thereof on whatever media rendered, upon the first to occur of:

- A. the Town's written request; or
- B. completion of the Services under this Agreement; or
- C. termination of this Agreement.

**6.5.** The Contractor waives any right to prevent its name from being used in connection with the Services.

**6.6.** Notwithstanding the foregoing, the Contractor shall retain all rights, titles, and interests, including but not limited to all ownership and intellectual property rights, in all inventions, improvements, discoveries, methodologies, models, formats, software, algorithms, processes, procedures, designs, specifications, findings, and other intellectual properties developed, gathered, compiled or produced by the Contractor prior to or independently of any of its services under this Agreement ("Background IP"), including such Background IP that the Contractor may employ in the performance of this Agreement, or may incorporate into any part of the Work Product. The Contractor grants the Town an irrevocable, non-exclusive, transferable, royalty-free license in perpetuity to use, disclose, and derive from such Background IP, but only as an inseparable part of the Work Product. Third-party content that may be used or incorporated in the Work Product shall not become the property of the Town. The Contractor shall secure all licenses necessary to any third-party content incorporated into the Contractor's Work Product for the Town to utilize the Contractor's services and the Work Product for their intended purposes.

## **7. CONFLICT OF INTEREST**

The Contractor shall refrain from providing services to other persons, firms, or entities that would create a conflict of interest for the Contractor with regard to providing the Services pursuant to this Agreement. The Contractor shall not offer or provide anything of benefit to any Town official or employee that would place the official or employee in a position of violating the public trust as provided by C.R.S. §24-18-109, as amended, the Town Code of Ethics, as amended or the Town's ethical principles.

## 8. REMEDIES

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 include:

- 8.1. Suspend the Contractor's performance pending necessary corrective action reasonably related to Contractor's material failure to perform the Services in accordance with this Agreement; provided that Contractor shall not be denied an equitable adjustment in compensation or schedule for impacts not caused by Contractor's negligent acts, errors, omissions, or material breach; and/or
- 8.2. Withhold payment to the Contractor until the necessary services or corrections in performance are satisfactorily completed; and/or
- 8.3. 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
- 8.4. Terminate this Agreement in accordance with this Agreement.

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

## 9. MISCELLANEOUS PROVISIONS

9.1. **No Waiver of Rights.** A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party. The Town's approval or acceptance of, or payment for, services shall not be construed to operate as a waiver of any rights or benefits to be provided under this Agreement. No covenant or term of this Agreement shall be deemed to be waived by the Town except in writing signed by the Town Council or by a person expressly authorized to sign such waiver by resolution of the Town Council of the Town of Bow Mar, and any written waiver of a right shall not be construed to be a waiver of any other right or to be a continuing waiver unless specifically stated.

9.2. **No Waiver of Governmental Immunity.** Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the Town, its officials, employees, contractors, or agents, or any other person acting on behalf of the Town and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.

9.3. **Affirmative Action.** Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor 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.

**9.4. Americans with Disabilities Act.** Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this contract or from activities provided for under this contract. As a condition of accepting and executing this contract, the Contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. §35.130, and all other regulations promulgated under Title II of The Americans with Disabilities Act.

**9.5. 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 9.5** shall not authorize assignment.

**9.6. 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 sub-contractor 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.

**9.7. Article X, Section 20/TABOR.** The Parties understand and acknowledge that the Town is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of the Town are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the Town's current fiscal period ending upon the next succeeding December 31. Financial obligations of the Town payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of the Town, and other applicable laws. Upon the failure to appropriate such funds, this Agreement shall be terminated.

**9.8. Governing Law, Venue, and Enforcement.** This Agreement shall be governed by and interpreted according to the law of the State of Colorado. Venue for any action arising under this Agreement shall be in the appropriate court for Chaffee County, Colorado, and the parties consent and agree to the jurisdiction of such courts. To reduce the cost of dispute resolution and to expedite the resolution of disputes under this Agreement, the Parties hereby waive any and all right either may have to request a jury trial in any civil action relating primarily to the enforcement of this Agreement. The Parties agree the rule providing ambiguities in a contract are to be construed against the drafting party shall not apply to the interpretation of this Agreement. If there is any conflict between the language of this Agreement and any exhibit or attachment, the language of this Agreement shall govern.

**9.9. Survival of Terms and Conditions.** The Parties understand and agree that all terms and conditions of the Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

**9.10. Assignment and Release.** All or part of the rights, duties, obligations, responsibilities, or benefits set forth in this Agreement shall not be assigned by Contractor without the express written consent of the Town. Any written assignment shall expressly refer to this Agreement, specify the particular rights, duties, obligations, responsibilities, or benefits so assigned, and shall not be effective unless approved by the

Town. No assignment shall release the Applicant from performance of any duty, obligation, or responsibility unless such release is clearly expressed in such written document of assignment.

**9.11. Paragraph Captions.** The captions of the paragraphs are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.

**9.12. Integration and Amendment.** This Agreement represents the entire and integrated agreement between the Town and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. Any amendments to this must be in writing and be signed by both the Town and the Contractor.

**9.13. Severability.** Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

**9.14. Incorporation of Exhibits.** Unless otherwise stated in this Agreement, exhibits, applications, or documents referenced in this Agreement shall be incorporated into this Agreement for all purposes. In the event of a conflict between any incorporated exhibit and this Agreement, the provisions of this Agreement shall govern and control.

**9.15. Mutual Waiver of Consequential Damages.** Neither Party shall be liable to the other for indirect, incidental, special, exemplary, punitive, or consequential damages arising out of or relating to this Agreement, including lost profits, lost revenue, loss of use, or loss of business opportunity, regardless of the legal theory asserted.

**9.16. Limitation of Liability.** The total aggregate liability of Contractor and its officers, directors, employees, agents, and subconsultants to Town for any and all claims, losses, costs, damages, or expenses arising out of or relating to this Agreement or the Services, whether based in contract, tort, negligence, indemnity, strict liability, or otherwise, shall not exceed the total compensation paid to Contractor under this Agreement. This limitation shall apply collectively to all claims arising from the same or related Services.

**9.17. Indemnity.** Contractor shall indemnify the Town, its officers, employees, and agents from and against claims, damages, losses, and reasonable expenses, including reasonable attorney's fees (collectively, "Losses"), but only to the extent caused by the negligent acts, errors, or omissions of Contractor, anyone directly or indirectly employed by Contractor, or anyone for whose acts Contractor may be legally liable in the performance of the Services. Contractor shall have no obligation to indemnify the Town for Losses to the extent caused by the negligence or fault of the Town or any other indemnified party.

**9.18. Notices.** Unless otherwise specifically required by a provision of this Agreement any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is to be given at the address set forth below or at such other address as has been previously furnished in writing, to the other Party. Such notice shall be deemed to have been given when deposited in the United States Mail and properly addressed to the intended recipient. Written notice may also be provided by electronic mail which shall be deemed delivered when receipt is acknowledged by reply of the recipient.

**If to the Town:**

Town of Bow Mar  
7995 E Prentice Ave  
Suite 100  
Greenwood Village, CO 80111-2710

**If to the Contractor:**

CAGE Engineering, Inc.  
Attn: Eric Pearson  
405 Urban Street, Suite 404  
Lakewood, CO 80228

With Copy to:

Town Attorney  
Michaela Szilagyi  
Wilson Williams Fellman Dittman  
1314 Main Street, Suite 101  
Louisville, CO 80027  
[michaela@wwfdlaw.com](mailto:michaela@wwfdlaw.com)

**10. AUTHORITY**

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

***[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK-SIGNATURE PAGE FOLLOWS]***

THIS AGREEMENT is executed and made effective as provided above.

TOWN OF Bow Mar

CONTRACTOR

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

Name:

Title:

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

Name: Eric Pearson

Title: Director of Operations - CO

## **EXHIBIT A**

### **("Services")**

#### **I. DUE DILIGENCE / PRELIMINARY PLANNING AND CONCEPT DESIGN PHASE**

##### **A. TOPOGRAPHIC DESIGN/ALTA SURVEY - NOT INCLUDED - BY OTHERS**

CAGE will utilize available survey, CAD, right-of-way, easement, utility, and other existing information provided by the Client and previous consultants. Supplemental topographic or boundary survey services, if required, are not included in this scope and may be provided under a separate authorization.

##### **B. PRELIMINARY GATE AND ACCESS CONCEPT PLAN**

CAGE will review the available background information and previously prepared concepts and develop preliminary engineered concept plans for the proposed entry gate improvements approved by the Town. CAGE will evaluate preliminary gate locations, inbound and outbound travel lanes, vehicle circulation, turnaround requirements, emergency access accommodations, and connections to existing roadway improvements.

The proposed improvements will be evaluated against available survey and mapping information, existing right-of-way and easements, roadside drainage facilities, existing grades, utilities, and other apparent site constraints. CAGE will also review potential locations for gate operators, posts, foundations, access-control equipment, and preliminary electrical routing based on available utility information.

CAGE will prepare concept-level exhibits suitable for review by the Client and presentation to the Bow Mar Board of Trustees. The concepts will be refined based on reasonable Client and project-team coordination during this preliminary phase.

Detailed grading, drainage, structural, electrical, utility service design, permitting, and final construction documents are not included in this phase and will be addressed under a subsequent authorization following acceptance of the preferred concept.

#### **II. FINAL ENGINEERING CONSTRUCTION DRAWINGS PHASE**

##### **A. FINAL ENGINEERING CONSTRUCTION DRAWINGS**

Following acceptance of the preferred preliminary concept by the Client and applicable reviewing agencies, CAGE can provide final engineering and construction documents for the proposed gate and access improvements under a separate authorization.

Final design services are anticipated to include, as applicable:

- i. Cover Sheet / General Notes
- ii. Existing Conditions & Demolition Plan
- iii. Horizontal Control & Site Plan

- iv. Grading and Drainage Plan
- v. Gate and Access Layout Plans
- vi. Utility / Electrical Routing Plan
- vii. Construction Details

CAGE will coordinate final gate equipment locations, access-control features, roadway modifications, and associated civil improvements with the Client and selected gate-system vendor.

Detailed electrical engineering, structural design of gate foundations, and specialty gate-system design will be provided by others

## **B. AGENCY AND UTILITY COORDINATION**

CAGE will coordinate final civil design requirements with the Client and applicable agencies or utilities, which may include the City and County of Denver, South Metro Fire Rescue, Xcel Energy, and other affected entities. Formal utility service applications, electrical service design, and utility-company fees are not included unless specifically authorized.

## EXHIBIT B

### ("Rates")

#### TIME AND MATERIAL RATES

| Position                     | Hourly Rates |
|------------------------------|--------------|
| Principal                    | \$230.00     |
| Senior Manager               | \$205.00     |
| Project Manager              | \$190.00     |
| Construction Manager         | \$180.00     |
| Senior Project Engineer      | \$175.00     |
| Project Engineer             | \$155.00     |
| Civil Engineer               | \$135.00     |
| Engineering CAD Technician   | \$115.00     |
| Project Assistant            | \$90.00      |
| Survey Manager               | \$205.00     |
| Project Surveyor             | \$150.00     |
| UAV Pilot                    | \$195.00     |
| 2-Man Field Crew             | \$245.00     |
| Field Crew Chief             | \$150.00     |
| Survey CAD Technician        | \$115.00     |
| Instrument Person            | \$95.00      |
| <i>Updated: January 2026</i> |              |

#### COMPENSATION

We will provide the Scope of Services for this project per the following breakdown:

| Phase                                                                   | Phase Description                        | Fee            | Fee Type            |
|-------------------------------------------------------------------------|------------------------------------------|----------------|---------------------|
| <b>I. DUE DILIGENCE / PRELIMINARY PLANNING AND CONCEPT DESIGN PHASE</b> |                                          |                |                     |
| A.                                                                      | Topographic Design/ALTA Survey           | -              | <i>Not Included</i> |
| B.                                                                      | Preliminary Gate and Access Concept Plan | \$7,500        | <i>T&amp;M NTE</i>  |
| <b>T&amp;E Subtotal:</b>                                                |                                          | <b>\$7,500</b> |                     |
| <b>II. FINAL ENGINEERING CONSTRUCTION DRAWING PHASE</b>                 |                                          |                |                     |
| A.                                                                      | Final Engineering CD's                   | -              | <i>TBD</i>          |
| B.                                                                      | Agency and Utility Coordination          | -              | <i>TBD</i>          |
| <b>Lump Sum Subtotal:</b>                                               |                                          | <b>TBD</b>     |                     |
| <b>III. GENERAL ITEMS</b>                                               |                                          |                |                     |
| A.                                                                      | Reimbursable Expenses                    | -              | <i>TBD</i>          |
| B.                                                                      | Meetings                                 | -              |                     |
| C.                                                                      | Construction Support Services            | -              |                     |
| <b>T&amp;E Subtotal:</b>                                                |                                          | <b>TBD</b>     |                     |

**TOWN OF BOW MAR, COLORADO  
RESOLUTION 2026-26**

**A RESOLUTION OF THE TOWN OF BOW MAR, COLORADO APPROVING A  
PROFESSIONAL SERVICE AGREEMENT FOR CIVIL ENGINEERING DESIGN  
SERVICES RELATED TO BOW MAR ENTRY GATE IMPROVEMENTS WITH CAGE  
ENGINEERING, INC.**

**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 engineering and design services related to the construction and installation of gates within Town boundaries; and

**WHEREAS**, CAGE Engineering, Inc. (“Contractor”) has held itself out to the Town as having the requisite qualifications and experience to perform said services; 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 21st day of September 2026.**

{Signature page to follow}

TOWN OF BOW MAR, COLORADO

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

ATTEST:

\_\_\_\_\_  
Sue Blair, Town Clerk

**TOWN OF BOW MAR, COLORADO  
RESOLUTION 2026-27**

**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF BOW MAR,  
REGARDING THE TIMING SCHEDULE OF GATE OPERATIONS WITHIN TOWN  
BOUNDARIES**

**WHEREAS**, the Town of Bow Mar, Colorado (the “Town”) is a statutory town incorporated pursuant to C.R.S. §§ 31-4-301, *et seq.*; and

**WHEREAS**, pursuant to C.R.S. §§ 31-15-401, *et seq.*, and C.R.S. § 31-15-702, the Town has general police powers to protect the public health, safety, and welfare, including the power to regulate traffic and vehicles on Town streets; and

**WHEREAS**, pursuant to C.R.S. § 42-4-111 and the Town’s police power, the Town is authorized to take specific action related to streets within its jurisdiction; and

**WHEREAS**, the streets within Town boundaries are purely residential with no sidewalks and limited street lighting, creating the potential for unsafe conditions when excessive vehicle traffic occurs when adults, children, and visitors are riding non-motorized vehicles, walking, playing, or traveling on Town streets; and

**WHEREAS**, the Board of Trustees for the Town of Bow Mar (the “Board”) desires to create a time schedule for the operation of gates within its boundaries; and

**WHEREAS**, the purpose of the time schedule is to create a predictable timetable for when the gate arms will be open to allow drivers through and when they will be closed to restrict cut through traffic in Bow Mar; and

**WHEREAS**, the Board finds that having the gate open from \_\_\_\_ to \_\_\_\_ and closed from \_\_\_\_ to \_\_\_\_ achieves this purpose.

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

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

Section 2.     The Board approves and adopts the following schedule for the operation of gates within the Town’s boundaries: \_\_\_\_\_

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

**ADOPTED this 21st day of September, 2026.**

TOWN OF BOW MAR, COLORADO

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

Bryan Sperry, Mayor

ATTEST:

\_\_\_\_\_

Sue Blair, Town Clerk

**TOWN OF BOW MAR, COLORADO  
RESOLUTION 2026-28**

**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF BOW MAR,  
REGARDING CONSTRUCTION AND INSTALLATION OF GATES AT SUNSET  
DRIVE AT THE INTERSECTION OF SOUTH SHERIDAN BOULEVARD; AT SOUTH  
SHERIDAN BOULEVARD AND WEST TUFTS AVENUE; AND CLOSURE AND/OR  
INSTALLATION OF A GATE AT LONGHORN AT THE INTERSECTION OF SOUTH  
SHERIDAN BOULEVARD FOR PUBLIC SAFETY PURPOSES**

**WHEREAS**, the Town of Bow Mar, Colorado (the “Town”) is a statutory town incorporated pursuant to C.R.S. §§ 31-4-301, *et seq.*; and

**WHEREAS**, pursuant to C.R.S. §§ 31-15-401, *et seq.*, and C.R.S. § 31-15-702, the Town has general police powers to protect the public health, safety, and welfare, including the power to regulate traffic and vehicles on Town streets; and

**WHEREAS**, pursuant to C.R.S. § 42-4-111 and the Town’s police power, the Town is authorized to take specific action related to streets within its jurisdiction; and

**WHEREAS**, the streets within Town boundaries are purely residential with no sidewalks and limited street lighting, creating the potential for unsafe conditions when excessive vehicle traffic occurs when adults, children, and visitors are riding non-motorized vehicles, walking, playing, or traveling on Town streets; and

**WHEREAS**, in order to mitigate cut through traffic, Town residents had been suggesting the need for gates at certain street locations in Bow Mar for many years. The Board of Trustees for the Town of Bow Mar (the “Board”) and staff have heard from numerous residents regarding continued public safety issues, including without limitation, vehicle crashes caused by cut-through traffic in Town, and discussed these issues and potential mitigation measures at its regular meetings held on September 22, 2025, October 20, 2025, November 17, 2025, December 8, 2025, January 12, 2026, February 9, 2026, and March 16, 2026; April 20; and June 15, 2026; and

**WHEREAS**, on February 9, 2026, after a public hearing at its regular meeting, the Board approved both the location of a gate installation at South Sheridan Boulevard and the street closure of West Tufts Avenue at Sheridan Boulevard in Resolution 2026-04. Additionally, the Town Attorney was directed to conduct legal review; Matrix Design Group (“Matrix”) was directed to coordinate design, budget, signage, public utility location, and other traffic calming techniques for West Bellevue Avenue at the Bellevue entrance; Town staff was directed to undertake conversations with appropriate representatives of Littleton, Denver, and other governmental agencies; and the possible temporary closure at West Prospect Street was to be researched; and

**WHEREAS**, on March 16, 2026, after a public hearing at its regular meeting, the Board approved and adopted, in Resolution 2026-06, the gate installation at South Sheridan Boulevard and traffic calming devices at (1) West Belleview Avenue at the Belleview entrance, (2) West Berry Avenue, and (3) South Sheridan Boulevard at the Sheridan entrance, directed staff to continue with the creation of a Traffic Control and Gate Policy, to obtain the follow-up information described in the Resolution, and to continue discussions with neighboring jurisdictions as described in this Resolution. The Board additionally approved a budget not to exceed \$310,000 for the gate installation and various traffic calming devices; and

**WHEREAS**, on April 20, 2026, after a public hearing at its regular meeting, the Board approved and adopted, in Resolution 2026-10, the installation of double barrier gates at the Prospect Street roundabout; and

**WHEREAS**, in August 2026, Mayor Sperry, Trustee Osborn, and Town Attorneys attended meetings with officials and representatives from both Littleton and Denver; and

**WHEREAS**, during those meetings, the Town officials discussed several proposals to minimize disruption to citizens in Denver and Littleton while maintaining the Town's goal of public safety; and

**WHEREAS**, the Board desires to move the placement of gates and road closures to several modified locations (see Exhibit A): the west side of the Sunset Drive at the South Sheridan Boulevard roundabout; south of West Tufts Avenue at South Sheridan Boulevard; and to either close or install a gate at Longhorn at South Sheridan Boulevard, as well as to ensure any ancillary traffic calming devices and improvements are placed at these locations.

**WHEREAS**, the Board further desires to approve a budget not to exceed \$310,000 for the gate installations, road closures, and traffic calming devices.

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

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

Section 2. The Board approves and adopts the construction and installation of gates to the west of the roundabout at Sunset Drive and South Sheridan Boulevard and to the south of West Tufts Avenue and South Sheridan Boulevard, as well as to close and/or install a gate at Longhorn and South Sheridan Boulevard and to obtain the follow-up information described in this Resolution.

Section 3. The Board approves and authorizes a budget not to exceed \$310,000 associated with the installation of gates, road closures, and/or traffic calming devices.

Section 4. This Resolution shall repeal and replace Resolutions 2026-04, 2026-06, 2026-10, adopting the installation of gates or road closures at different locations within the Town.

Section 5. This Resolution shall take effect immediately upon adoption.

**ADOPTED this 21st day of September, 2026.**

TOWN OF BOW MAR, COLORADO

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

Bryan Sperry, Mayor

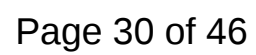
ATTEST:

\_\_\_\_\_

Sue Blair, Town Clerk

**EXHIBIT A**

**PHOTO OF PROPOSED GATE/CLOSURE LOCATIONS**





# ***Columbine Valley Police Department***

**Serving Bow Mar**

2 Middlefield Rd. Columbine Valley, Colorado 80123

[www.columbinevalley.org](http://www.columbinevalley.org)

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

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

|                     |        |
|---------------------|--------|
| Full Time Positions | 5 of 6 |
| Part Time Positions | 3 of 5 |
| Regular hours       | 857    |
| OT hours worked     | 119    |
| Off Duty            | 0      |
| PTO                 | 166    |
|                     |        |

### **August 2026 Violations**

Charges For the Date Range 8/1/2026 Thru 8/31/2026

| <b>Qty</b> | <b>Charge</b>                                    |
|------------|--------------------------------------------------|
| 8          | 1101(2)(H) SPEEDING 10 - 19 MPH OVER:            |
| 7          | 703(3) FAIL TO STOP AT A STOP SIGN:              |
| 4          | 1409 COMPULSORY INSURANCE:                       |
| 3          | 1214(B) ON STREET PARKING PROHIBITED (3-6 A.M.): |
| 2          | 1416 REGISTRATION VIOLATION:                     |
| 1          | 201 OBSTRUCTED VIEW:                             |
| 1          | 1101(2)(H) SPEEDING 10 - 19 MPH OVER (59/45):    |
| 1          | 1101(2)(H) SPEEDING 10 - 19 MPH OVER (58/45):    |
| 1          | 1416 REGISTRATION VIOLATION (11/2024):           |
| 1          | 1101(2)(H) SPEEDING 10 - 19 MPH OVER (36/25):    |
| 1          | 1416 REGISTRATION VIOLATION (12/2025):           |
| 1          | 236 CHILD RESTRAINT:                             |
| 1          | 1101(2)(H) SPEEDING 10 - 19 MPH OVER (33/20):    |
| 1          | 604 TRAFFIC CONTROL SIGNAL:                      |
| 1          | 1416 REGISTRATION VIOLATION (12/2024):           |
| 1          | BMC 8-8 GOLF CARTS:                              |
| 1          | 1416 REGISTRATION VIOLATION (09/2009):           |
| 1          | 1402(1) CARELESS DRIVING:                        |

1 603 TRAFFIC CONTROL DEVICE:

0

**38 Total Number of Violations Issued**

## **E-Bike / Golf Cart**

1 BM Golf Cart (underage operation / Stop Sign)

### **Monthly Case # Report**

| <b>Case Number</b> | <b>Event Date</b>      | <b>Situation Reported</b> |
|--------------------|------------------------|---------------------------|
| CV26-0000072       | 08/06/2026 08:41:14 PM | Missing Person            |
| CV26-0000073       | 08/08/2026 06:35:54 PM | PROPERTY ACCIDENT IP      |
| CV26-0000074       | 08/09/2026 10:27:50 AM | CODE ENFORCEMENT IP*      |
| CV26-0000075       | 08/09/2026 12:27:45 PM | WARRANT ARREST IP         |
| CV26-0000076       | 08/13/2026 03:06:41 PM | Theft                     |
| CV26-0000077       | 08/13/2026 10:05:01 AM | Harassment                |
| CV26-0000078       | 08/21/2026 06:05:43 PM | SUICIDE ATTEMPT IP        |
| CV26-0000079       | 08/23/2026 06:49:17 PM | WARRANT ARREST IP         |
| CV26-0000080       | 08/25/2026 04:36:09 PM | Fraud                     |
| CV26-0000081       | 08/31/2026 10:43:36 AM | Fraud                     |

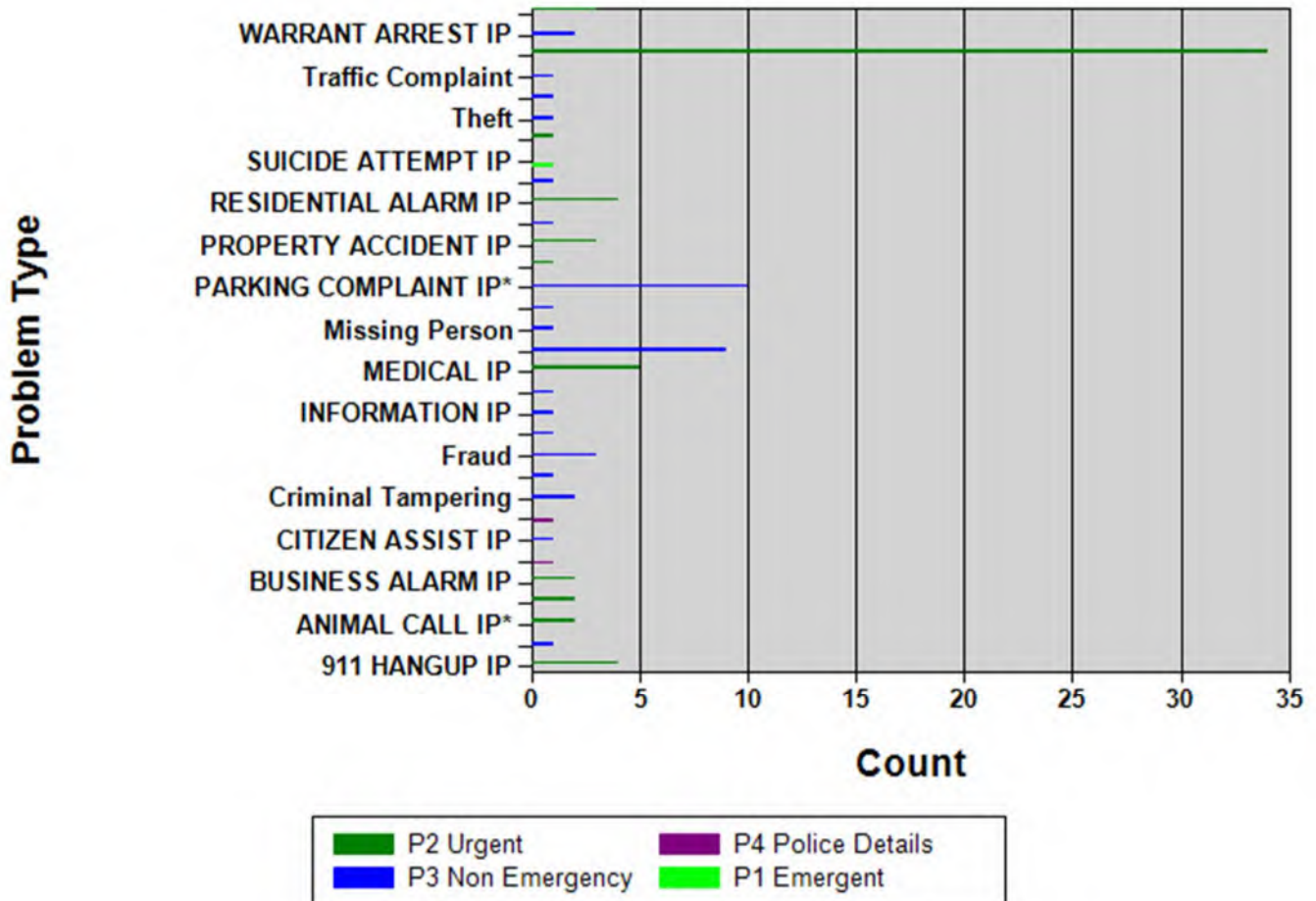
## Problem Type Summary

11:15 AM 9/9/2026

Data Source: Data Warehouse

|            |                                                                                                                                                    |
|------------|----------------------------------------------------------------------------------------------------------------------------------------------------|
| Agency:    | ACSO                                                                                                                                               |
| Division:  | Bow Mar, Bow Mar Inactive Personnel, Columbine Valley, Columbine Valley Inactive Pers                                                              |
| Day Range: | Date From 8/1/2026 To 8/31/2026                                                                                                                    |
| Exclusion: | <ul style="list-style-type: none"> <li>• Calls canceled before first unit assigned</li> <li>• Calls canceled before first unit at scene</li> </ul> |

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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    |

| Problem Type                  | Priority |          |          |          |   |   |   |   |   | Total    |
|-------------------------------|----------|----------|----------|----------|---|---|---|---|---|----------|
|                               | 1        | 2        | 3        | 4        | 5 | 6 | 7 | 8 | 9 |          |
| 911 HANGUP IP                 |          | <u>4</u> |          |          |   |   |   |   |   | <u>4</u> |
| ABANDONED VEHICLE IP*         |          |          | <u>1</u> |          |   |   |   |   |   | <u>1</u> |
| ACCIDENT ALERT IP             |          |          |          |          |   |   |   |   |   |          |
| ANIMAL CALL IP*               |          | <u>2</u> |          |          |   |   |   |   |   | <u>2</u> |
| Assault                       |          |          |          |          |   |   |   |   |   |          |
| ASSIST TO OTHER AGENCY IP     |          | <u>2</u> |          |          |   |   |   |   |   | <u>2</u> |
| Auto Theft                    |          |          |          |          |   |   |   |   |   |          |
| AUTO THEFT IP                 |          |          |          |          |   |   |   |   |   |          |
| Burglary                      |          |          |          |          |   |   |   |   |   |          |
| Burglary Attempt              |          |          |          |          |   |   |   |   |   |          |
| BURGLARY ATTEMPT IP           |          |          |          |          |   |   |   |   |   |          |
| BURGLARY IP                   |          |          |          |          |   |   |   |   |   |          |
| BUSINESS ALARM IP             |          | <u>2</u> |          |          |   |   |   |   |   | <u>2</u> |
| BUSINESS CHECK IP*            |          |          |          | <u>1</u> |   |   |   |   |   | <u>1</u> |
| CANCEL RUNAWAY IP             |          |          |          |          |   |   |   |   |   |          |
| Child Abuse                   |          |          |          |          |   |   |   |   |   |          |
| CHILD ABUSE IP                |          |          |          |          |   |   |   |   |   |          |
| CITIZEN ASSIST IP             |          |          | <u>1</u> |          |   |   |   |   |   | <u>1</u> |
| CODE ENFORCEMENT IP*          |          |          |          | <u>1</u> |   |   |   |   |   | <u>1</u> |
| Criminal Impersonation        |          |          |          |          |   |   |   |   |   |          |
| CRIMINAL IMPERSONATION IP     |          |          |          |          |   |   |   |   |   |          |
| Criminal Mischief             |          |          |          |          |   |   |   |   |   |          |
| CRIMINAL MISCHIEF IP          |          |          |          |          |   |   |   |   |   |          |
| Criminal Tampering            |          |          | <u>2</u> |          |   |   |   |   |   | <u>2</u> |
| 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                   |          |          | <u>1</u> |          |   |   |   |   |   | <u>1</u> |
| ELDER ABUSE IP                |          |          |          |          |   |   |   |   |   |          |
| ELUDING IP                    |          |          |          |          |   |   |   |   |   |          |
| FIREWORKS IP                  |          |          |          |          |   |   |   |   |   |          |
| FOUND PERSON IP               |          |          |          |          |   |   |   |   |   |          |
| FOUND PROPERTY IP*            |          |          |          |          |   |   |   |   |   |          |
| Fraud                         |          |          | <u>3</u> |          |   |   |   |   |   | <u>3</u> |
| FRAUD IP                      |          |          |          |          |   |   |   |   |   |          |
| Harassment                    |          |          | <u>1</u> |          |   |   |   |   |   | <u>1</u> |
| HARASSMENT IP                 |          |          |          |          |   |   |   |   |   |          |
| Hate Crime                    |          |          |          |          |   |   |   |   |   |          |
| HATE CRIME IP                 |          |          |          |          |   |   |   |   |   |          |
| HOME CHECK IP*                |          |          |          |          |   |   |   |   |   |          |

|                              |          |          |           |  |  |  |  |  |  |           |
|------------------------------|----------|----------|-----------|--|--|--|--|--|--|-----------|
| Identity Theft               |          |          |           |  |  |  |  |  |  |           |
| IDENTITY THEFT IP            |          |          |           |  |  |  |  |  |  |           |
| IMPOUNDED VEHICLE IP         |          |          |           |  |  |  |  |  |  |           |
| INFORMATION IP               |          |          | <u>1</u>  |  |  |  |  |  |  | <u>1</u>  |
| Injury Accident              |          |          |           |  |  |  |  |  |  |           |
| INJURY ACCIDENT IP           |          |          |           |  |  |  |  |  |  |           |
| INTIMIDATING A WITNESS IP    |          |          |           |  |  |  |  |  |  |           |
| KEEP THE PEACE IP*           |          |          |           |  |  |  |  |  |  |           |
| LIQUOR VIOLATION IP          |          |          |           |  |  |  |  |  |  |           |
| LOUD NOISE COMPLAINT IP      |          |          | <u>1</u>  |  |  |  |  |  |  | <u>1</u>  |
| MEDICAL IP                   |          | <u>5</u> |           |  |  |  |  |  |  | <u>5</u>  |
| Menacing                     |          |          |           |  |  |  |  |  |  |           |
| MENACING IP                  |          |          |           |  |  |  |  |  |  |           |
| MENTAL SUBJECT IP            |          |          |           |  |  |  |  |  |  |           |
| MESSAGE FOR DEPUTY IP        |          |          | <u>9</u>  |  |  |  |  |  |  | <u>9</u>  |
| MISSING CHILD IP             |          |          |           |  |  |  |  |  |  |           |
| Missing Person               |          |          | <u>1</u>  |  |  |  |  |  |  | <u>1</u>  |
| MISSING PERSON IP            |          |          |           |  |  |  |  |  |  |           |
| OBSTRUCTION IP               |          |          |           |  |  |  |  |  |  |           |
| ODOR INVESTIGATION IP        |          |          |           |  |  |  |  |  |  |           |
| OPEN DOOR IP*                |          |          | <u>1</u>  |  |  |  |  |  |  | <u>1</u>  |
| OVERSIZED VEHICLE IP*        |          |          |           |  |  |  |  |  |  |           |
| PARKING COMPLAINT IP*        |          |          | <u>10</u> |  |  |  |  |  |  | <u>10</u> |
| POSS SHOTS FIRED IP          |          | <u>1</u> |           |  |  |  |  |  |  | <u>1</u>  |
| Property Accident            |          |          |           |  |  |  |  |  |  |           |
| PROPERTY ACCIDENT IP         |          | <u>3</u> |           |  |  |  |  |  |  | <u>3</u>  |
| PUFFING VEHICLE IP*          |          |          |           |  |  |  |  |  |  |           |
| RECOVERED STOLEN PROPERTY IP |          |          |           |  |  |  |  |  |  |           |
| RECOVERED STOLEN VEHICLE IP  |          |          |           |  |  |  |  |  |  |           |
| REDI REPORT IP               |          |          | <u>1</u>  |  |  |  |  |  |  | <u>1</u>  |
| REPOSSESSED VEHICLE IP       |          |          |           |  |  |  |  |  |  |           |
| RESIDENTIAL ALARM IP         |          | <u>4</u> |           |  |  |  |  |  |  | <u>4</u>  |
| Restraining Order Vio        |          |          |           |  |  |  |  |  |  |           |
| RESTRAINING ORDER VIO IP     |          |          |           |  |  |  |  |  |  |           |
| Robbery                      |          |          |           |  |  |  |  |  |  |           |
| ROBBERY IP                   |          |          |           |  |  |  |  |  |  |           |
| Runaway                      |          |          |           |  |  |  |  |  |  |           |
| RUNAWAY IP                   |          |          |           |  |  |  |  |  |  |           |
| SAFE 2 TELL                  |          |          | <u>1</u>  |  |  |  |  |  |  | <u>1</u>  |
| SELECTIVE ENFORCEMENT IP*    |          |          |           |  |  |  |  |  |  |           |
| Sex Assault                  |          |          |           |  |  |  |  |  |  |           |
| SEX ASSAULT IP               |          |          |           |  |  |  |  |  |  |           |
| Sex Crime                    |          |          |           |  |  |  |  |  |  |           |
| SEX CRIME IP                 |          |          |           |  |  |  |  |  |  |           |
| Shots Fired                  |          |          |           |  |  |  |  |  |  |           |
| SHOTS FIRED IP               |          |          |           |  |  |  |  |  |  |           |
| SOLICITING IP                |          |          |           |  |  |  |  |  |  |           |
| Suicide Attempt              |          |          |           |  |  |  |  |  |  |           |
| SUICIDE ATTEMPT IP           | <u>1</u> |          |           |  |  |  |  |  |  | <u>1</u>  |
| SUICIDE COMPLETED IP         |          |          |           |  |  |  |  |  |  |           |
| SUICIDE THREAT IP            |          |          |           |  |  |  |  |  |  |           |
| SUSPICIOUS CIRCUMSTANCE IP   |          |          |           |  |  |  |  |  |  |           |
| SUSPICIOUS PERSON IP         |          | <u>1</u> |           |  |  |  |  |  |  | <u>1</u>  |
| SUSPICIOUS VEHICLE IP        |          |          |           |  |  |  |  |  |  |           |
| Theft                        |          |          | <u>1</u>  |  |  |  |  |  |  | <u>1</u>  |
| Theft from Motor Vehicle     |          |          | <u>1</u>  |  |  |  |  |  |  | <u>1</u>  |
| THEFT FROM MOTOR VEHICLE IP  |          |          |           |  |  |  |  |  |  |           |

|                            |          |           |           |          |  |  |  |  |  |            |
|----------------------------|----------|-----------|-----------|----------|--|--|--|--|--|------------|
| THEFT IP                   |          |           |           |          |  |  |  |  |  |            |
| TRAFFIC ARREST IP          |          |           |           |          |  |  |  |  |  |            |
| Traffic Complaint          |          |           | <u>1</u>  |          |  |  |  |  |  | <u>1</u>   |
| TRAFFIC COMPLAINT IP       |          |           |           |          |  |  |  |  |  |            |
| TRAFFIC OBSTRUCTION IP     |          |           |           |          |  |  |  |  |  |            |
| TRAFFIC STOP IP            |          | <u>34</u> |           |          |  |  |  |  |  | <u>34</u>  |
| TRANSPORT IP               |          |           |           |          |  |  |  |  |  |            |
| Trespass to Property       |          |           |           |          |  |  |  |  |  |            |
| TRESPASS TO PROPERTY IP    |          |           |           |          |  |  |  |  |  |            |
| Trespass to Vehicle        |          |           |           |          |  |  |  |  |  |            |
| TRESPASS TO VEHICLE IP     |          |           |           |          |  |  |  |  |  |            |
| UNKNOWN INJURY ACCIDENT IP |          |           |           |          |  |  |  |  |  |            |
| UNLAWFUL ACTS IP           |          |           |           |          |  |  |  |  |  |            |
| UNWANTED SUBJECT IP        |          |           |           |          |  |  |  |  |  |            |
| VEHICLE LOCKOUT IP         |          |           |           |          |  |  |  |  |  |            |
| VIN VERIFICATION IP        |          |           |           |          |  |  |  |  |  |            |
| WALK UP IP                 |          |           |           |          |  |  |  |  |  |            |
| WARRANT ARREST IP          |          |           | <u>2</u>  |          |  |  |  |  |  | <u>2</u>   |
| WARRANT PICKUP IP          |          |           |           |          |  |  |  |  |  |            |
| Weapons Violation          |          |           |           |          |  |  |  |  |  |            |
| WEAPONS VIOLATION IP       |          |           |           |          |  |  |  |  |  |            |
| WELFARE CHECK IP           |          | <u>3</u>  |           |          |  |  |  |  |  | <u>3</u>   |
| ZZ-Animal Call             |          |           |           |          |  |  |  |  |  |            |
| ZZ-Suspicious Person       |          |           |           |          |  |  |  |  |  |            |
| ZZ-Suspicious Vehicle      |          |           |           |          |  |  |  |  |  |            |
| ZZ-Unwanted Subject        |          |           |           |          |  |  |  |  |  |            |
| ZZ-ZONING IP               |          |           |           |          |  |  |  |  |  |            |
| Total                      | <u>1</u> | <u>61</u> | <u>39</u> | <u>2</u> |  |  |  |  |  | <u>103</u> |

**TOWN OF BOW MAR**  
**Building Permits Issued August 1-31, 2026**

**PERMIT FEES**

| Date                     | Permit # | Address               | Resident Name | Work Done                  | Permit Cost         | Contract Price         |
|--------------------------|----------|-----------------------|---------------|----------------------------|---------------------|------------------------|
| 2-Aug                    | 3238     | 4901 Redwood          | Farrington    | New home with basement     | \$ 24,575.00        | \$ 2,490,000.00        |
| 11-Aug                   | 3248     | 4900 Lakewood         | McDonald      | install a new AC           | \$ 400.00           | \$ 9,673.00            |
| 17-Aug                   | 3242     | 4901 Lakeshore        | Thurman       | Basement Bedrooms          | \$ 1,942.50         | \$ 75,278.00           |
| 17-Aug                   | 3244     | 5440 Lakeshore        | Baum          | New generator and gas line | \$ 1,170.00         | \$ 35,000.00           |
| 17-Aug                   | 3250     | 5300 Yellowstone      | Bumiller      | Foundation                 | \$ 12,330.25        | \$ 913,600.00          |
| 17-Aug                   | 3251     | 5555 Bowles Lake Road | DesiLabs LLC  | New mini split Heat pump   | \$ 400.00           | \$ 56,800.00           |
| 19-Aug                   | 3253     | 4960 Lakeshore        | Mcgregor      | new fence                  | \$ 664.00           | \$ 17,250.00           |
| 21-Aug                   | 3246     | 4510 Longhorn         | Dias          | Solar Panels               | \$ 575.00           | \$ 71,432.00           |
|                          | 3249     | 5161 Juniper          | Kepner        | AC and Furnace             | \$ 650.00           |                        |
| 25-Aug                   | 3254     | 4740 Bow Mar Drive    | Miller        | permit extention           | \$ -                |                        |
| <b>TOTAL PERMIT FEES</b> |          |                       |               |                            | <b>\$ 42,706.75</b> | <b>\$ 3,669,033.00</b> |

**TRANSPORTATION UTILITY FEE**

|                                 |      |                       |            |                     |  |
|---------------------------------|------|-----------------------|------------|---------------------|--|
| 2-Aug                           | 3238 | 4901 Redwood          | Farrington | \$ 24,900.00        |  |
| 17-Aug                          | 3242 | 5440 Lakeshore        | Baum       | \$ 350.00           |  |
| 17-Aug                          | 3250 | 5300 Yellowstone      | Bumiller   | \$ 9,136.00         |  |
| 17-Aug                          | 3251 | 5555 Bowles Lake Road | Desi Labs  | \$ 568.00           |  |
| 19-Aug                          | 3253 | 4960 Lakeshore        | Mcgregor   | \$ 172.50           |  |
|                                 |      | 5161 juniper          | Kepner     | \$ 151.91           |  |
| 21-Aug                          | 3246 | 4510 Longhorn         | Dias       | \$ 714.32           |  |
| <b>TOTAL TRANSPORTATION FEE</b> |      |                       |            | <b>\$ 35,992.73</b> |  |

**LICENCES FEES**

|                           |      |               |                          |                 |  |
|---------------------------|------|---------------|--------------------------|-----------------|--|
| 6-Aug                     |      |               | Mountain air Comfort     | \$ 100.00       |  |
| 11-Aug                    |      |               | Great White construction | \$ 160.00       |  |
| 21-Aug                    | 3246 | 4510 Longhorn | Nameste Solar            | \$ 260.00       |  |
| 27-Aug                    |      |               | JRD enterprize           | \$ 160.00       |  |
| 28-Aug                    |      |               | CA plumbing              | \$ 100.00       |  |
| <b>Total License Fees</b> |      |               |                          | <b>\$780.00</b> |  |

**TOTAL FEES COLLECTED \$79,479.48**

**BUILDING INSPECTOR's FEE for -Terry Weis** **Total \$8,820.00**

Respectfully submitted,  
Jane Carlson- Building Commissioner

# Town of Bow Mar

## Building Department Activity 2026

### New Construction -

**Thurman**( 4900 Lakeshore) – **in Progress** NEW HOME

**Lightner**(4801 Homestead)- **in Progress**- NEW HOME

**Fuller**( Juniper)- **in progress**-NEW HOME-

**Brown**(4700 S. Sheridan)-**in progress**-NEW HOME

**Monigle and Bumiller**( 5300 Yellowstone) **in progress** NEW HOME

**Farrington**(4901 Redwood)-**in progress**-NEW HOME-

### Major Remodel/Addition

**McKenna** (5425 Sunset)- **in Progress**-major remodel /landscape/lighting/pool

**Rivers/Meyers**-(4701 Homestead)- **in Progress** backyard pool-Yoga room

**Hall**( 5030 Aspen) – **in progress**-interior remodel and addition

**Edwards**(Bow Mar Drive) **in progress** full interior remodel-kitchen bedrooms

### Smaller/interior/ Exterior projects/Roofs

**Thurman**( 4901 Lakeshore) **in progress**-Solar Panels

**Finta**( Homestead)- **in progress**-Pergula-, back patio

**Fry**( Lakeshore)- **in progress**- Solar panels

### Landscape

**Carney**( Sombrero)-**in progress**-, landscape

**Wendling**( 4815 Bow Mar Drive)- **in progress**- landscaping

**Miller**(4740 Bow Mar Drive)- **in progress**- Landscaping

### Projected new home, additions, small projects, landscape

**Carney**-(Sombrero)- **House addition**- Summer 2026

**Moreau**( 5190 Redwood)-**NEW HOME**- Summer 2026

### Completed Projects

**Finta( Homestead)- - Chicken coop- completed Jan 2026**

**Gioa-( Sombrero) Garage addition –completed Jan 2026**

**Lightner ( pinyon)- major landscape- completed Jan. 2026**

**Brants(-Wagon Trail)- master bedroom remodel-completed Jan 2026**

**Pryor( Wagon Trail) garage addition and landscaping- completed Feb 2026**

**Erhmann- (Juniper) - New roof- completed Feb 2026**

**Cole( 5021 Juniper) New sewer line- Completed Feb 2026**

**Brunner( 5420 Sunset)- Solar panels-Completed Feb 2026**

**Wendling( Bow Mar Drive)- -NEW HOME –Completed March 2026**

**Sterling( Prospect) – Replace Furnace- Completed March 2026**

**Taylor( 4777 Wagon Trail)- New Furnace-Completed March 2026**

**Zuppa/Peterson(aspen drive) garage demo-Completed April 2026**

**Berg-( Juniper) - New Roof-completed April 2026**

**Erickson( Homestead) replace windows-Completed May 2026**

**Comstock ( Homestead) interior remodel/exterior porch/firepit addition-Completed May 2026**

**O’Brien( King Crest Lane)-repair of gas line- completed May 2026**

**Mease( Skytrail) – replace windows-completed May 2026**

**Schuessler(5050 Pinyon)- new roof-completed june 2026**

**Malone( Longhorn) Back patio addition- completed June 2026**

**Pilgrim( 5191 Bow Mar Drive)-New hot water heater- completed June 2026**

**Holt(5500 Ridge Trail) –sewer mitigation and restoration-completed June 2026**

**Kurtz (5200 Yellowstone) - New AC/new furnace-completed July 2026**

**Alexander (5235 Skytrail) New furnace-completed July 2026**

**Schwartz( Bow Mar Drive)- New AC unit-completed July 2026**

**Diaz( Longhorn)- New furnace/AC/Water heater-completed July 2026**

**Desi Labs LLC( 5330 Lakeshore)-replace Boiler and two hot water heaters-completed July 2026**

**Carney( 5415 Sombrero)- Install fencing- completed July 2026**

**Miller( 4740 Bow Mar Drive)- inground concrete pool and spa- completed July 2026**

**Brown**( 4700 S. Sheridan)-Demo of existing home- **Completed July 2026**

**Miller** ( 4740 Bow Mar Drive) interior remodel and exterior change to home, replace windows, swimming pool-**completed July 2026**

**Farrington**( Redwood) –DEMO of old house- **completed July 2026**

**Rivers/Meyers**- (4701 Homestead)- -major interior remodel and addition-**completed July 2026**

**Guerra**(5355 Bison)-replace Hot water Heater-**completed July 2026**

**Mower**( 4551 Prospect) new gas line to firepit-**completed July 2026**

**Breen**( 4665 So Sheridan) New roof- **completed July 2026**

**Hanley**( 5303 Sombrero)- new furnace and AC unit-**Completed July 2026**

**Baer**(5295 Ridge Trail)-new furnace, heat pump coil,- **Completed July 2026**

**Manning**( Bow Mar Drive) landscaping)- **Completed Aug 2026**

**Mongile**( 5300 Yellowstone)- demo of home- **completed Aug 2026**

**Mower**(4551 prospect)- Patio cover and firepit-**completed Aug 2026**

**Desi Labs**(5555 Bowles Lane)-New air conditioner\_ **completed Aug 2026**

**McDonald**( 4900 Lakeshore)- New AC unit-**Completed Aug 2026**

**McGregor**(4960 Lakeshore)- New Fence-**Completed Aug 2026**

**Rivers/Meyers**( 4701 Homestead)- New fence- **Completed Aug 2026**

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

**AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF BOW MAR  
ADOPTING BY REFERENCE THE 2024 EDITION OF THE MODEL TRAFFIC CODE,  
REPEALING AND RE-ENACTING SECTIONS 8-1 AND 8-2, OF CHAPTER 8, ARTICLE 1 OF  
THE TOWN OF BOW MAR MUNICIPAL CODE ENTITLED MODEL TRAFFIC CODE,  
CONCERNING VEHICLES AND TRAFFIC, AND ADOPTING REGULATIONS FOR E-  
VEHICLES**

**WHEREAS**, the Town of Bow Mar (“Town”) is authorized, pursuant to C.R.S. §§ 31-15-401 and 42-4-110(1)(b), to adopt and enforce police power regulations in furtherance of the health, safety, and welfare of its citizens, and specifically, to adopt a model traffic code that encompasses the rules of the road and vehicle requirements set forth in Article 4 of Title 42, C.R.S.; and

**WHEREAS**, the Town is authorized to adopt Colorado statute or any standard published codes pursuant to C.R.S. §§ 31-16-201, *et seq.*; and

**WHEREAS**, the Town Board of Trustees previously adopted by reference the 2020 edition of the Model Traffic Code for Colorado, as amended and codified in Article I of Chapter 8 of the Bow Mar Municipal Code; and

**WHEREAS**, the State of Colorado Department of Transportation has promulgated a 2024 edition of the Model Traffic Code for Colorado (hereinafter “2024 Model Traffic Code”), which the Town Board of Trustees desires to adopt to remain consistent with changes in the Model Traffic Code; and

**WHEREAS**, the Town Board of Trustees finds that adoption of the 2024 Model Traffic Code is necessary for the protection of the health, safety, and welfare of the public and desires to adopt such code by reference, as amended and set forth herein; and

**WHEREAS**, additionally, electrical assisted bicycles, electrical scooters, and low power scooters (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; and

**WHEREAS**, the Board of Trustees also 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. Repeal and Re-enactment of Sections 8-1 and 8-2.** Sections 8-1 and 8-2 of Chapter 8, Article 1 of the Bow Mar Municipal Code, entitled “Model Traffic Code,” are hereby repealed in their entirety and re-enacted to read as follows:

ARTICLE I – Model Traffic Code

**Sec. 8-1. – Adoption.**

Pursuant to Parts 1 and 2 of Article 16 of Title 31, C.R.S., as amended, there is hereby adopted by reference Articles I and II, inclusive, of the 2024 edition of the Model Traffic Code for Colorado, promulgated and published as such by the Colorado Department of Transportation, Safety and Traffic Engineering Branch, 2829 W Howard Place, Denver, CO 80204. The subject matter of the Model Traffic Code relates primarily to comprehensive traffic control regulations for the Town. The purpose of this Article and the code adopted herein is to provide a system of traffic regulations consistent with state law and generally conforming to similar regulations throughout the State and the Nation. Three (3) copies of the Model Traffic Code adopted herein are now filed in the office of the Town Clerk and may be inspected during regular business hours.

**Sec. 8-2. – Amendments and deletions.**

The 2024 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:

- (1) Subsections (1) and (2) of Section 1101 of Part 11, entitled Speed Limits, of the 2024 edition of the Model Traffic are hereby repealed and replaced to read as follows:
- (a) The speed limit for all Town highways shall be twenty-five (25) miles per hour except that in accordance with the provisions of this Chapter, and when signs are erected giving notice thereof, the speed limit shall be as specified in this schedule for the following streets, segments of streets or intersections:

| <u>Name of Street:</u> | <u>Portion Affected (terminal limits):</u>                                                                                                                                              |
|------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Prospect               | From east Town limits to a point 150 feet west of the traffic circle                                                                                                                    |
| Prospect               | From a point 300 feet west of the intersection of Wagon Trail and Prospect along Wagon Trail to a point 300 feet south of the intersection of Prospect and Wagon Trail along Prospect   |
| South Sheridan Blvd.   | From north Town limits to a point 150 feet south of the traffic circle                                                                                                                  |
| Lakeshore              | From a point 300 feet northwest of the entrance to the parking area at the Bowles Lake beach to a point 300 feet southeast of the entrance to the parking area at the Bowles Lake beach |
| Bow Mar Drive          | From the southeast Town limits to a point 150 feet north of such Town limits                                                                                                            |

- (2) Section 1214 is hereby added to Part 12, entitled Parking, of the 2024 edition of the Model Traffic Code, to read in full as follows:

**1214. Additional Parking Restrictions.**

- (a) On-Street parking prohibited. Except as otherwise provided in Section 16-12 of the Bow Mar Municipal Code, no operator or owner of a vehicle shall stop or park a vehicle or permit a vehicle to be stopped or parked on a public street or on Town property between the hours of 3:00 a.m. and 6:00 a.m. on any day.

(b) Commercial vehicles. No person shall park or store any vehicle that has a sign or signs of any kind in the driveway or in the front yard, side yard, or backyard of any property in a residential zone district or on any roadway in any residential zone district for a period of time longer than two (2) hours unless: (1) the vehicle is actively being loaded or unloaded or is being used to render services to the property; (2) the vehicle is owned by the Town; or (3) the vehicle is owned by a person who has obtained or has contracted with a person who obtained a building permit to perform construction on the site where the vehicle is parked.

(3) Subsections (14), (15), (16), and (17) are hereby added to Section 109 of Part 1, Entitled Traffic Regulation – Generally, of the 2024 edition of the Model Traffic Code, to read in full as follows:

(14) A “low-power scooter” means a self-propelled vehicle designed primarily for use on the roadways with not more than three wheels in contact with the ground, no manual clutch, and either of the following:

- (1) A cylinder capacity not exceeding fifty cubic centimeters if powered by internal combustion; or
- (2) A wattage not exceeding four thousand four hundred seventy-six (4,476) if powered by electricity.

“Low-power scooter” does not include a toy vehicle, bicycle, electrical assisted bicycle, electric scooter, wheelchair, or any device designed to assist people with mobility impairments who use pedestrian rights-of-way.

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

(16) 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.

(17) A person under the age of eighteen years may not operate or carry a passenger who is under eighteen years of age on a low-power scooter unless the person and the passenger are wearing protective helmets in accordance with the provisions of C.R.S. section 42-4-1502(4.5).

(4) Section 109.7 is hereby added Part 1, Entitled Traffic Regulation – Generally, of the 2024 edition of the Model Traffic Code, to read in full as follows:

(a) "Electrical assisted bicycle" means a vehicle having two or three wheels and fully operable pedals, and an electric motor not exceeding seven hundred fifty watts of power. Electrical assisted bicycles are further required to conform to one of three classes as follows:

- (1) “Class 1 electrical assisted bicycle” means an electrical assisted bicycle equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle reaches a speed of twenty miles per hour.
- (2) “Class 2 electrical assisted bicycle” means an electrical assisted bicycle equipped with a motor that provides assistance regardless of whether the rider is pedaling

but ceases to provide assistance when the bicycle reaches a speed of twenty miles per hour.

- (3) “Class 3 electrical assisted bicycle” means an electrical assisted bicycle equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle reaches a speed of twenty-eight miles per hour.

(c) 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.

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

(e) 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.

(f) A person shall not operate or ride as a passenger on a Class 3 electrical assisted bicycle 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 bicycles;
- (2) 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
- (3) 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.

(5) Section 109.8, concerning Electric Scooters, is hereby added to Part 1, Entitled Traffic Regulation – Generally, of the 2024 edition of the Model Traffic Code, to read in full as follows:

- (a) “Electric scooter” means 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 only, 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.

**Section 2.**     **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 3.**     **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 4.**     **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 5.**     **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, AND SET FOR PUBLIC HEARING THIS 17<sup>th</sup> DAY OF AUGUST, 2026.

ADOPTED AS ORDINANCE NO. \_\_\_\_\_, SERIES 2026, BY THE TOWN OF BOW MAR BOARD OF TRUSTEES UPON SECOND READING AFTER PUBLIC HEARING THIS 21<sup>st</sup> DAY OF SEPTEMBER, 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 \_\_\_\_\_