TOWN OF BOW MAR

OFFICIAL NOTICE AND AGENDA

REGULAR MEETING OF THE BOARD OF TRUSTEES

DATE:	Monday, August 17, 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)

Update Regarding Gate Installation and Traffic Calming Project

Consent Agenda

- Approval of the Minutes of the Meetings Held on May 27, June 15, and July 20, 2026 (enclosures)
- Treasurer's Report and Payments Approval

Commissioner's Report

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

Clerk's Comments

- Next Regular Meeting is scheduled for Monday, September 21 ,2026

Attorney's Report

- Contract review and negotiations update.

Mayor's 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 (enclosure)
- 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 Ridge Trail (enclosure)
- 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 (enclosure)
- Review and consider updated Resolution and Contract with ABC Asphalt (enclosure)
- Review and consider a Resolution adding the service and payment of planting fall tulips on Town property by Lifescape Colorado (enclosure)
- Review and consider a Resolution and Contract with Architerra - Cinnarom Pocket Park (enclosure)
- Review and consider contract for Mile High Lights to install Town holiday lights (enclosure)

Executive Session

For the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. Section 24-6-402(4)(e), and for the purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b); legal issues related to gate project.

Reconvene into General Session

Adjournment

MINUTES OF A SPECIAL MEETING OF THE BOARD OF TRUSTEES OF

THE TOWN OF BOW MAR

HELD WEDNESDAY, MAY 27, 2026

A special meeting of the Board of Trustees of the Town of Bow Mar, Colorado, was held on Wednesday, May 27, 2026, at 1:00 p.m., at Columbine Valley Town Hall, 2 Middlefield Road, Columbine Valley CO, 80123.

Present:

Mayor Sperry: Bryan Sperry

Trustees: Leslie Hinton
Chris Mease
Liz Manning
Jim Chrisman

Absent were Trustees Carlson and Peterson whose absences were excused.

Also, in attendance were:

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

AGENDA:

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

PUBLIC COMMENT

Chip Mower thanked the Board for their efforts. He stated that, in his opinion, the Town should proceed with installing the gate at Sheridan and then pause any additional gate projects pending results from the Sheridan gate. He noted he is very supportive of the Belleview gate.

Brus Osborne thanked the Board for all their hard work on the gate projects. She stated that the project is exciting for the community and believes it will be a positive improvement. She expressed her support for the Sheridan gate noting that she understood the plan was to relocate the Prospect gate to Belleview in the future. The mayor clarified that the gates cannot be relocated in that manner. Ms. Osborne expressed surprise upon learning this.

Rob Sterling addressed the Board and stated that he is excited to see the Sheridan gate going in first and he is very interested to see the “patterns” of data that will follow. He requested a speed bump on Prospect Street, somewhere between his property at 4700 Prospect St. and 4705 Prospect St.
Dagan Uhle addressed the same speed bump request previously made by Rob Sterling.

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

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

Jan Chisholm thanked the Board for their time and efforts regarding the traffic mitigation project. She stated that she has lived on Prospect for approximately 20 years and that traffic has been a longstanding issue in the community. Ms. Chisholm expressed her support for the proposed gates and thanked the Board for taking on the challenge of addressing the traffic concerns. She stated that she believes the Sheridan gate will help resolve many of the Town's existing traffic issues and that. A gate at Belleview would provide additional benefits. Ms. Chisholm noted that she is very excited about the proposed improvements and the direction the Board is taking.

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

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

Melinda Alaukar addressed the Board regarding traffic and safety concerns near Prospect and Larkspur. She shared that her family has experienced serious incidents, including a vehicle crashing through the fence near her property and a construction worker being assaulted and held at gunpoint while working in the neighborhood. She also expressed concerns about impaired drivers and crime, particularly with her two young daughters becoming old enough to bike around the neighborhood. Melinda stated that she supports the proposed Prospect gate but believed it would protect the entire neighborhood rather than only a portion of Prospect. She encouraged the Board to consider a solution that would provide protection for the entire community and stated that she believes the gates could help deter crime and improve safety.

Catherine Parkin was unable to attend the meeting but submitted written comments regarding traffic and safety concerns in Prospect Street. She stated that her family has lived at 4472 Prospect Street since 2013 and has experienced ongoing issues with drivers entering their property to turn around. She noted that traffic has increased over the years and expressed concern about the number of accidents and instances of dangerous driving near her home, including vehicles crashing into her yard and a nearby stone wall. Ms. Parkin expressed appreciation for the Town's efforts to address traffic concerns, including the proposed Sheridan gate, but noted that the section of Prospect Street near her home is not currently planned for gating. She asked the Board to consider additional safety measures for this area, particularly in light of potentially increased traffic from the new barriers and nearby development. She emphasized her desire to ensure this portion of the neighborhood is not overlooked in efforts to improve safety.

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

VARIANCE

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

OLD BUSINESS

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

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

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

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

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

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

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

CONSENT AGENDA

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

COMMISSIONERS REPORT:

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

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

Building: No report.

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

Public Works: No report.

Intergovernmental: Trustee Manning informed the Board that she has reconnected with Republic Services following the retirement of her previous contact. She also reported that she is currently waiting to receive water testing results from Grant Ranch and will provide an update once the information becomes available.

CLERK'S COMMENTS:

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

ATTORNEY REPORT: No report.

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

NEW BUSINESS:

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

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

ADJOURNMENT

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

__________________________________ __________________________________

Bryan Sperry, Mayor Sue Blair, Town Clerk

MINUTES OF A REGULAR MEETING OF THE BOARD OF TRUSTEES OF

THE TOWN OF BOW MAR

HELD MONDAY, JUNE 15, 2026

A regular meeting of the Board of Trustees of the Town of Bow Mar, Colorado, was held on Monday, June 15, 2026, at 6:00 p.m., at Columbine Valley Town Hall, 2 Middlefield Road, Columbine Valley CO, 80123.

Present:

Mayor Sperry: Bryan Sperry

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

Also, in attendance were:

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

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

AGENDA:

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

PUBLIC COMMENT

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

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

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

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

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

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

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

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

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

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

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

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

Toby Erickson addressed the Board and stated that he has attended many of the meetings related to the traffic mitigation project over the past year. He noted that he has witnessed the significant amount of time, effort, and dedication the Board has invested in evaluating the issue. Mr. Erickson observed that the process has involved numerous discussions, extensive data collection, and increasing participation from residents, non-residents, and representatives of other governmental entities. Mr. Erickson acknowledged that the traffic issue is complex and does not have an easy solution. He thanked the Board for its commitment to the process and recognized that the final decision will be a difficult one. He reminded the Board that it is unlikely any decision will satisfy everyone but encouraged the Trustees to continue moving forward thoughtfully and to remember the many perspectives and voices they have heard throughout the process. Mr. Erickson concluded by expressing his belief that the community will support the Board as it works toward a solution.

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

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

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

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

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

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

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

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

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

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

He then presented historical photographs and information illustrating previous roadway closures and traffic control measures within the Town, noting that road closures have been implemented in Bow Mar in the past as part of efforts to address community concerns and traffic issues. Mayor Sperry discussed the experience of the Town of Foxfield as an example of a community that has implemented gated access and traffic mitigation measures. He stated that he had spoken directly with Foxfield's Mayor regarding the advantages and challenges associated with their gate system and considered that information valuable as Bow Mar evaluates its own options.

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

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

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

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

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

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

VARIANCE

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

CONSENT AGENDA

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

COMMISSIONERS REPORT:

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

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

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

Parks and Recreation: No report.

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

Intergovernmental: No report.

CLERK'S COMMENTS:

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

ATTORNEY REPORT: No report.

MAYOR'S REPORT: No report.

NEW BUSINESS:

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

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

ADJOURNMENT

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

___________________________________ ____________________________________

Bryan Sperry, Mayor Sue Blair, Town Clerk

MINUTES OF A REGULAR MEETING OF THE BOARD OF TRUSTEES OF

THE TOWN OF BOW MAR

HELD MONDAY, JULY 20, 2026

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

Present:

Mayor Sperry: Bryan Sperry

Trustees:
Leslie Hinton
Chris Mease
David Peterson
Jane Carlson
Jim Chrisman

Absent was Director Liz Manning whose absence was excused.

Also, in attendance were:

Michaela Szilagyi, Town Attorney; Wilson Williams Fellman Dittman
Sue Blair, Town Clerk; CRS of Colorado
Kayla Blair; CRS of Colorado
Sergeant Jamie Milliman; Town of Columbine Valley Police
Kathy and Frank Dieveney, Residents
Ben Curie, Attorney
Doug Knox, Resident
Mike Gioia, Resident
Rick Pilgram, Resident

AGENDA:

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

PUBLIC COMMENT

Kathy and Frank Dieveney presented the Board with two aerial photographs of their property and shared concerns regarding their new neighbor's request for temporary access across their shared driveway during construction. They stated that they would prefer the new property owner use an alternative access point for all construction-related activities off of Sheridan. Frank Dieveney stated that he recently learned the required setback for construction is 20 feet, while the available distance between the properties is approximately 15 feet. They expressed concerns that the construction project is expected to last over a year and asked the Board to take their circumstances into consideration when evaluating the request. The neighbor's home will be scraped and a new home will be built on the property.

Doug Knox asked the Board about the structure protruding near the pump house. The Mayor explained that it was part of the natural gas line. Mr. Knox then asked whether the Board would consider painting or upgrading the appearance of the equipment.

Mike Gioia addressed the Board regarding concerns about his neighbor's landscaping, stating that overgrown vegetation and a dead tree are obstructing the view from his backyard. He explained that he had attempted to contact his neighbors regarding the issue but had not received a response. Mr. Gioia further stated that he had submitted an appeal to the Town's Commissioner and Town Attorney concerning the matter. He indicated that his appeal had been denied. He then shared his concerns regarding the lack of due process for addressing the issue. Mr. Gioia requested that the Board review the relevant documents and stated his belief that the Town should have a landscape inspector in place to address situations of this nature.

Ben Curie , attorney for Kathy and Frank Dieveney, addressed the Board regarding the shared driveway issue. He explained that he was assisting his clients in addressing the matter and discussed the configuration of the shared driveways, stating that he believed it would continue to present challenges for the Town. Mr. Curie stated that his clients are not opposed to the neighboring property being developed but rather they have concerns regarding the proposed construction access. He explained that the property owner is requesting temporary access from Yellowstone to facilitate demolition of the existing home and construction of the new residence. Mr. Curie stated that using temporary access from Sheridan Avenue would have the least impact on nearby residents, parking, and traffic. He expressed concern that using Yellowstone Road for construction access could result in damage to neighboring properties, the asphalt roadway, and create conflicts with construction traffic. He further stated that a temporary construction road would need to be installed and later removed and the area restored. Mr. Curie also noted that he was aware of a similar request that had been approved for a property located at 5300 Yellowstone in the past. He further referenced Section 11.5(A) of the Town Code, stating that it provides for minimizing interference with the public right-of-way. Additional discussion took place regarding this matter.

Rick Pilgram addressed the Board and introduced himself as a new member of the Design Review Board (DRB). He shared several suggestions for improving the application review and approval process relating to landscaping and utilities. Mr. Pilgram noted that there is significant development activity occurring within the Town and stated that he does not anticipate that activity slowing in the foreseeable future. Mayor Sperry thanked Mr. Pilgram for his comments and stated that he has been working with the Building Commissioner to address these issues.

CONSENT AGENDA

The Board tabled approval of the meeting minutes until the next meeting. The Treasurer's Report was approved as presented.

COMMISSIONERS REPORT:

Public Safety: Mr. Mease thanked the Town of Columbine Valley for participating in the Fourth of July celebration. He also discussed ongoing concerns related to golf cart use within the Town and noted that additional public education regarding the applicable rules and safety requirements is needed. Sergeant Milliman reviewed his report with the Board and responded to questions. Mayor Sperry thanked Trustee Mease's efforts in obtaining a fire truck for the parade.

Finance: Trustee Chrisman reviewed the financial report with the Board.

Building: Trustee Carlson reviewed the monthly report with the Board. During the month of June, the Town collected $17,324.25 in permit fees, $1,160.00 in license fees and $8,049.04 in transportation utility fees, for a total collection of $26,533.29. The payment to the building inspector was 7,690.00.

Parks and Recreation: Trustee Hinton reported that vendors have been working on weed control and mosquito mitigation throughout the Town. She also stated that there may be possible funding opportunities through South Suburban Parks and Recreation for a new park within the Town and noted that additional information would be provided as it becomes available. Trustee Hinton further reported that improvements to the Berry entrances are still in progress . Trustee Hinton also recognized the installation of six newly painted street signs and thanked the volunteers who painted them: Jeanne Gottschalk, Cathi Cox, Nicole Ridley, Heather Fleck, and Allison Peterson. The newly painted street signs are located at the following intersections:

1. Larkspur at Redwood
2. Redwood at Larkspur
3. Yellowstone at Sheridan
4. Sheridan at Yellowstone
5. Bison and Ridgetrail
6. Bow Mar Drive at Homestead

Public Works: Trustee Peterson reported that the Mayor has signed the contract with Wizard Works. He also presented a proposal to address a drainage issue at Prospect and discussed the installation of a swale in the grass near Marston to help divert stormwater and prevent mulch and the soft-surface walking path from washing into the culverts. Trustee Hinton expressed concerns regarding the proposed swale and its associated cost. Mayor Sperry stated that he would prefer to complete Phase 1 of the Berry Curve beautification project before proceeding with the proposed ditch improvements. Trustee Chrisman asked about the white striping at the intersection of Bow Mar Drive and Lakeshore Drive. Trustee Peterson stated that he would look into striping on Lakeshore from Bow Mar Drive to Bow Mar Drive where the beach connects, and Bow Mar Drive from Sheridan north to the dead end. the matter and bring it back to the Board as a potential future agenda item.

Intergovernmental: No report.

CLERK'S COMMENTS:

Ms. Blair confirmed that the next regular meeting is scheduled for August 17, 2026.

ATTORNEY REPORT: Ms. Szilagyi reported that she has been working on several neighbor disputes. She advised the Board that if members have any questions regarding those matters, they should contact her directly.

MAYOR'S REPORT: No report.

NEW BUSINESS:

Review and Consider Ordinance of Amending the 2020 Model Traffic Code Concerning E-Bikes: Trustee Mease reviewed the proposed ordinance with the Board. Following discussion, the Board tabled the item until the next meeting.

Review and Consider Service Agreement for Terry Weis Building Inspections: Trustee Carlson presented the agreement to the Board. Following discussion, a motion was made and seconded to approve the agreement. The motion carried unanimously.

ADJOURNMENT

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

___________________________________	___________________________________
Bryan Sperry, Mayor	Sue Blair, Town Clerk

Columbine Valley Police Department

Serving Bow Mar
2 Middlefield Rd. Columbine Valley, Colorado 80123
www.columbinevalley.org
(303) 795-1434 Fax (303) 795-7325

Columbine Valley P.D. Monthly Report
For July 2026

Full Time Positions	6 of 6
Part Time Positions	3 of 5
Regular hours	993
OT hours worked	18
Off Duty	0
PTO	90.5

June 2026 Violations

Charges For the Date Range 7/1/2026 Thru 7/31/2026

Qty	Charge
15	1101(2)(H) SPEEDING 10 - 19 MPH OVER:
8	1214(B) ON STREET PARKING PROHIBITED (3-6 A.M.):
1	1416 REGISTRATION VIOLATION:
1	604 TRAFFIC CONTROL SIGNAL:
1	1008(1) FOLLOWING TOO CLOSELY:
1	1007 IMPROPER LANE USAGE:
1	703(3) FAIL TO STOP AT A STOP SIGN:
0	
28	**Total Number of Violations Issued**

E-Bike / Golf Cart

2 CV Golf Cart underage (warning)
1 CV E-Bike warning for unsafe operation (wheelie in roadway)

Monthly Case # Report

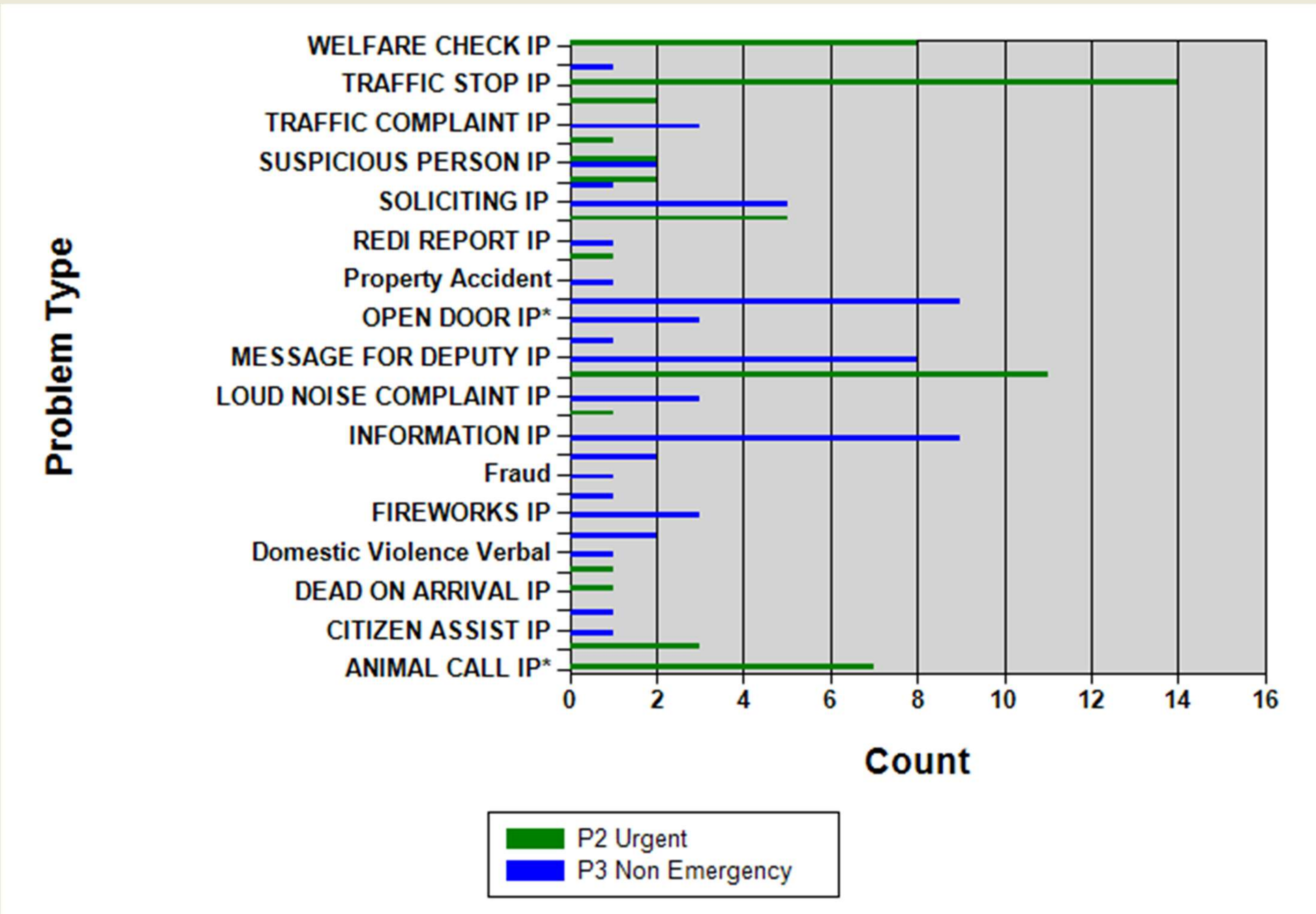
Case Number	Event Date	Situation Reported
CV26-0000066	07/10/2026 10:20:23 AM	INFORMATION IP
CV26-0000067	07/10/2026 07:00:42 PM	DEAD ON ARRIVAL IP
CV26-0000068	07/16/2026 03:05:07 PM	Fraud
CV26-0000069	07/22/2026 04:53:27 PM	PROPERTY ACCIDENT IP
CV26-0000070	07/25/2026 02:07:01 PM	PRIVATE TOW IP
CV26-0000071	07/28/2026 02:31:30 PM	WELFARE CHECK IP

Problem Type Summary

12:18 PM 8/13/2026
Data Source: Data Warehouse

Agency:	**ACSO**
Division:	**Bow Mar, Bow Mar Inactive Personnel, Columbine Valley, Columbine Valley Inactive Pers**
Day Range:	**Date From 7/1/2026 To 7/31/2026**
Exclusion:	• **Calls canceled before first unit assigned** • **Calls canceled before first unit at scene**

Select a format Excel Acrobat (PDF) file Export



Priority	Description
1	P1 Emergent
2	P2 Urgent
3	P3 Non Emergency
4	P4 Police Details
5	P5 On View
6	P6 Phone
7	P7 Dispatch

8	P8 CAD Test Record
9	P9 Call on Hold

	Priority									
Problem Type	1	2	3	4	5	6	7	8	9	Total
911 HANGUP IP										
ABANDONED VEHICLE IP*										
ACCIDENT ALERT IP										
ANIMAL CALL IP*		7								7
Assault										
ASSIST TO OTHER AGENCY IP		3								3
Auto Theft										
AUTO THEFT IP										
Burglary										
Burglary Attempt										
BURGLARY ATTEMPT IP										
BURGLARY IP										
BUSINESS ALARM IP										
BUSINESS CHECK IP*										
CANCEL RUNAWAY IP										
Child Abuse										
CHILD ABUSE IP										
CITIZEN ASSIST IP			1							1
CODE ENFORCEMENT IP*										
Criminal Impersonation										
CRIMINAL IMPERSONATION IP										
Criminal Mischief			1							1
CRIMINAL MISCHIEF IP										
Criminal Tampering										
CRIMINAL TAMPERING IP										
DEAD ON ARRIVAL IP		1								1
DISORDERLY CONDUCT IP										
Disturbance Physical										
DISTURBANCE PHYSICAL IP										
Disturbance Verbal										
DISTURBANCE VERBAL IP		1								1
Domestic Violence Physical										
DOMESTIC VIOLENCE PHYSICAL IP										
Domestic Violence Verbal			1							1
DOMESTIC VIOLENCE VERBAL IP										
Drug Violation										
DRUG VIOLATION IP										
DRUNK SUBJECT IP										
DUI IP										
Elder Abuse			2							2
ELDER ABUSE IP										
ELUDING IP										
FIREWORKS IP			3							3
FOUND PERSON IP										
FOUND PROPERTY IP*			1							1
Fraud			1							1
FRAUD IP										
Harassment			2							2
HARASSMENT IP										
Hate Crime										
HATE CRIME IP										
HOME CHECK IP*										

Identity Theft										
IDENTITY THEFT IP										
IMPOUNDED VEHICLE IP										
INFORMATION IP			9							9
Injury Accident										
INJURY ACCIDENT IP										
INTIMIDATING A WITNESS IP										
KEEP THE PEACE IP*		1								1
LIQUOR VIOLATION IP										
LOUD NOISE COMPLAINT IP			3							3
MEDICAL IP		11								11
Menacing										
MENACING IP										
MENTAL SUBJECT IP										
MESSAGE FOR DEPUTY IP			8							8
MISSING CHILD IP										
Missing Person										
MISSING PERSON IP										
OBSTRUCTION IP										
ODOR INVESTIGATION IP			1							1
OPEN DOOR IP*			3							3
OVERSIZED VEHICLE IP*										
PARKING COMPLAINT IP*			9							9
POSS SHOTS FIRED IP										
Property Accident			1							1
PROPERTY ACCIDENT IP		1								1
PUFFING VEHICLE IP*										
RECOVERED STOLEN PROPERTY IP										
RECOVERED STOLEN VEHICLE IP										
REDI REPORT IP			1							1
REPOSSESSED VEHICLE IP										
RESIDENTIAL ALARM IP		5								5
Restraining Order Vio										
RESTRAINING ORDER VIO IP										
Robbery										
ROBBERY IP										
Runaway										
RUNAWAY IP										
SAFE 2 TELL										
SELECTIVE ENFORCEMENT IP*										
Sex Assault										
SEX ASSAULT IP										
Sex Crime										
SEX CRIME IP										
Shots Fired										
SHOTS FIRED IP										
SOLICITING IP			5							5
Suicide Attempt										
SUICIDE ATTEMPT IP										
SUICIDE COMPLETED IP										
SUICIDE THREAT IP										
SUSPICIOUS CIRCUMSTANCE IP		2	1							3
SUSPICIOUS PERSON IP		2	2							4
SUSPICIOUS VEHICLE IP		1								1
Theft										
Theft from Motor Vehicle										
THEFT FROM MOTOR VEHICLE IP										

THEFT IP										
TRAFFIC ARREST IP										
Traffic Complaint										
TRAFFIC COMPLAINT IP			3							**3**
TRAFFIC OBSTRUCTION IP		2								**2**
TRAFFIC STOP IP		14								**14**
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			1							**1**
WALK UP IP										
WARRANT ARREST IP										
WARRANT PICKUP IP										
Weapons Violation										
WEAPONS VIOLATION IP										
WELFARE CHECK IP		8								**8**
ZZ-Animal Call										
ZZ-Suspicious Person										
ZZ-Suspicious Vehicle										
ZZ-Unwanted Subject										
ZZ-ZONING IP										
Total		**59**	**59**							**118**

Bow Mar Calls For Service

Incident	Case Numbers	Units	Problem	Address	Response Date
BM2026-0000217		407	INFORMATION IP	5395 LAKESHORE DR	7/1/2026 18:27
BM2026-0000218		402	JUVENILE COMPLAINT IP	BOW MAR DR / LAKESHORE DR	7/2/2026 8:21
BM2026-0000220		403	Elder Abuse	5500 RIDGE TRL	7/3/2026 12:48
BM2026-0000222		403	TRAFFIC STOP IP	S SHERIDAN BLVD / YELLOWSTONE ST	7/4/2026 9:31
BM2026-0000223		405	JUVENILE COMPLAINT IP	5395 LAKESHORE DR	7/4/2026 22:58
BM2026-0000224		401	HUMAN SERVICES IP*	5500 RIDGE TRL	7/6/2026 9:45
BM2026-0000225		W20	KEEP THE PEACE IP*	[redacted]	7/6/2026 9:57
BM2026-0000228		406	WELFARE CHECK IP	5500 RIDGE TRL	7/6/2026 16:19
BM2026-0000229		401	MESSAGE FOR DEPUTY IP	BOW MAR DR / FRONTIER ST	7/7/2026 8:21
BM2026-0000230		409	INFORMATION IP	BOW MAR DR / S SHERIDAN BLVD	7/7/2026 20:22
BM2026-0000232		409	ASSIST TO OTHER AGENCY IP	5500 RIDGE TRL	7/7/2026 21:52
BM2026-0000233		RESC	MEDICAL IP	[redacted]	7/9/2026 18:09
BM2026-0000234		409	SUSPICIOUS VEHICLE IP	4815 BOW MAR DR	7/9/2026 22:58
BM2026-0000235	CV26-0000066	403	INFORMATION IP	5500 RIDGE TRL	7/10/2026 10:20
BM2026-0000236		403	ASSIST TO OTHER AGENCY IP	5500 RIDGE TRL	7/10/2026 13:25
BM2026-0000239		410	ANIMAL CALL IP*	4440 LONGHORN	7/13/2026 16:56
BM2026-0000240		402	SOLICITING IP	5151 W WAGONTRAIL RD	7/14/2026 15:37
BM2026-0000241		405	SUSPICIOUS CIRCUMSTANCE IP	4500 LONGHORN	7/17/2026 20:54
BM2026-0000242		RESC	MEDICAL IP	5230 LAKESHORE DR	7/18/2026 3:24
BM2026-0000243		403	TRAFFIC STOP IP	S SHERIDAN BLVD / YELLOWSTONE ST	7/18/2026 10:41
BM2026-0000244		403	TRAFFIC STOP IP	S SHERIDAN BLVD / YELLOWSTONE ST	7/18/2026 11:06
BM2026-0000245		403	TRAFFIC STOP IP	W TUFTS AVE / S SHERIDAN BLVD	7/18/2026 11:25
BM2026-0000246		403	TRAFFIC STOP IP	S SHERIDAN BLVD / YELLOWSTONE ST	7/18/2026 11:44
BM2026-0000247		403	TRAFFIC STOP IP	S SHERIDAN BLVD / YELLOWSTONE ST	7/18/2026 11:56
BM2026-0000248		403	TRAFFIC STOP IP	W TUFTS AVE / S SHERIDAN BLVD	7/19/2026 6:43
BM2026-0000249		403	TRAFFIC STOP IP	4400 S SHERIDAN BLVD	7/19/2026 7:55
BM2026-0000250		403	TRAFFIC STOP IP	W TUFTS AVE / S SHERIDAN BLVD	7/19/2026 14:22
BM2026-0000251		403	TRAFFIC STOP IP	S SHERIDAN BLVD / YELLOWSTONE ST	7/19/2026 14:40
BM2026-0000252		403	TRAFFIC STOP IP	S SHERIDAN BLVD / W TUFTS AVE	7/19/2026 14:55

Bow Mar Calls For Service

BM2026-0000253		406	WELFARE CHECK IP	5500 RIDGE TRL	7/21/2026 17:33
BM2026-0000254		403	TRAFFIC STOP IP	W TUFTS AVE / S SHERIDAN BLVD	7/23/2026 13:12
BM2026-0000255		406	SUSPICIOUS PERSON IP	5326 RIDGE TRL	7/23/2026 16:08
BM2026-0000256		403	PARKING COMPLAINT IP*	5077 LAKESHORE DR	7/25/2026 13:02
BM2026-0000257	AC26-0010979, CV26-0000070	COM1	PRIVATE TOW IP	5077 LAKESHORE DR	7/25/2026 14:07
BM2026-0000259		409	WELFARE CHECK IP	5500 RIDGE TRL	7/27/2026 22:40
BM2026-0000260	CV26-0000071	401, 406	WELFARE CHECK IP	[redacted]	7/28/2026 14:31
BM2026-0000262		409	ANIMAL CALL IP*	5020 W WAGONTRAIL RD	7/28/2026 20:35
BM2026-0000263		409	ANIMAL CALL IP*	5161 LAKESHORE DR	7/30/2026 1:15
BM2026-0000264		410	ANIMAL CALL IP*	5400 RIDGE TRL	7/30/2026 15:05

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

Date	Permit #	Address	Resident Name	Work Done		Permit Cost		Project Value
7-Jul	3233	4700 S. Sheridan	Brown	Demo of existing home	$	1,000.00		
8-Jul	3235	4901 Redwood	Farington	Demo of existing home	$	1,000.00		
7-Jul	3236	5030 Aspen Drive	Hall	interior remodel and addition	$	16,220.00	$	1,386,093.50
10-Jul	3227	4701 Homestead	Meyers/Rivers	400 linear foot split rail fence	$	662.75	$	17,750.00
10-Jul	3239	5300 Yellowstone	Mesa properties	Demo of existing home	$	1,000.00		
16-Jul	3241	4700 S. Sheridan	bBrown	New Home	$	15,762.50	$	1,307,000.00
20-Jul	3242	4901 Lakeshore	Thurman	basement bedrooms finishing	$	1,942.50	$	75,278.00
23-Jul	3243	5305 Sombrero	Hanley	Replace furnance and AC	$	740.00	$	13,353.00
28-Jul	3245	5295 Ridge Trail	Baer	install carrier furnance	$	740.00	$	35,453.00
29-Jul	3247	4511 Homestead	Finta	Pergola	$	1,777.50	$	65,000.00
				TOTAL		**$40,845.25**	**$**	**2,899,292.50**

Transportation Utility fee

Date	Permit #	Address	Resident Name			Amount
7-Jul	3236	5030 Aspen Drive	Hall		$	13,860.93
10-Jul	3227	4701 Homestead	Meyers/All		$	177.50
16-Jul	3241	4700 S. Sheridan	Brown		$	13,070.00
23-Jul	3243	5305 Sombrero	Hanley		$	133.53
28-Jul	3245	5295 Ridge Trail	Baer		$	354.53
29-Jul	3247	4511 Homestead	Finta		$	650.00
				TOTAL	**$**	**28,246.49**

Licencing

Date	Permit #	Address	Name	Type		Amount
2-Jul			Flatiron Fire	mechanical	$	100.00
8-Jul			triple o plumbing	plumbing license	$	100.00
10-Jul	3229	5300 yellowstone	Empire Demolition	demo license	$	100.00
13-Jul			VIP Heating	mechanical	$	100.00
21-Jul			Westwind construction	general contractor	$	160.00
28-Jul			License Sure LLC	general contractor	$	160.00
28-Jul			Melton Construction	general contractor	$	160.00
28-Jul	3245	5295 Ridge Trail	B and B Heating	mechanical	$	100.00
29-Jul	3237	4511 homestead	D5 pergola LLC	general contractor	$	160.00
				TOTAL	**$**	**1,140.00**

TOTAL COLLECTED **$70,231.74**

BUILDING INSPECTOR's FEE for -Terry Weis **Total** **$7,030.94**

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- /demo and 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

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

Mower(4551 prospect)- in progress-Patio cover and firepit

Thurman(4901 Lakeshore) in progress-Solar Panels

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

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

TOWN OF BOW MAR, COLORADO
RESOLUTION 2026-18

A RESOLUTION OF THE TOWN OF BOW MAR, COLORADO 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 RELATING TO THE GATE PROJECT

WHEREAS, the Town of Bow Mar, Colorado (the "Town") has appointed Wilson Williams Fellman Dittman and attorney Michaela Szilagi as Town Attorney pursuant to C.R.S. §§ 31-4-304; and

WHEREAS, the Town is anticipating additional legal needs in response to the installation of gates and potential road closures as approved in Resolutions 2026-04 and 2026-10 (the "Gate Project"); and

WHEREAS, attorney Alan Sweetbaum with the Sweetbaum Miller PC law firm is qualified to provide professional services to the Town as outlined in the Engagement Letter (**Exhibit A**); and

WHEREAS, the Board authorizes the Town Attorney to retain Sweetbaum Miller and Alan Sweetbaum to provide the legal representation of the Town in connection with potential disputes as it relates to the Town's Gate Project.

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 Town Attorney to retain special counsel as described in this Resolution; and

(b) Acknowledges that the Town will make payment for legal costs and fees incurred by Sweetbaum Miller's representation of the Town in accordance with Exhibit A; and

(c) Further authorizes the Town Attorney to execute and sign the Engagement Letter as contained in Exhibit A;

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

ADOPTED, this 17th day of August 2026.

{Signature page to follow}

TOWN OF BOW MAR, COLORADO

By: ________________________________
Bryan Sperry, Mayor

ATTEST:

____
Sue Blair, Town Clerk

ALAN D. SWEETBAUM
ANDREW S. MILLER
JOSHUA T. KELTNER
MARK L. KAPLAN
MICHAEL F. FOSTER
RYAN HULL
KATELYN LARKIN

Of Counsel:
JONATHAN C. OSTER
JOHN D. MARTIN

SWEETBAUM MILLER
ATTORNEYS AT LAW
1200 SEVENTEENTH STREET, SUITE 1250
DENVER, COLORADO 80202
Telephone (303) 296-3377

www.sweetbaumlaw.com

Alan D. Sweetbaum
asweetbaum@sweetbaumlaw.com

July 28, 2026

Via email to: michaela@wwfdlaw.com
Town of Bow Mar
c/o Michaela Szilagyi
Wilson Williams Fellman Dittman
1314 Main Street, Suite 101
Louisville, CO 80027

Re: Town of Bow Mar
Our File No.: T262-002

Dear Michaela:

On behalf of Sweetbaum Miller PC, I would like to express my appreciation for your confidence in selecting our firm to represent Town of Bow Mar in connection with the above matter. This letter will confirm our understanding regarding the professional services the Town has retained our firm to perform on its behalf and the fees and costs for such services.

You hereby engage our firm to represent the Town of Bow Mar in connection with a dispute with the City and County of Denver and the City of Littleton regarding the Town of Bow Mar's plans to restrict access on Sheridan Boulevard through the Town.

You should understand that outcomes of legal matters are never certain. Therefore, while we cannot guarantee a result, we will seek to obtain the best possible result for you. Please be aware that we are not tax attorneys and we do not render tax advice. Regardless of the nature of any legal matters that we may be handling on your behalf, specifically including without limitation litigation matters, you should always contact your own tax attorney, accountant or other tax consultant regarding the tax implications for you of any transaction, agreement, settlement or other action, and we strongly encourage you to do so. Further, if we are assisting you with formation of any legal entity, please be aware that we are not advising you with regard to compliance with state or federal securities law, and you may require the advice of a securities law specialist in connection with such matters.

Fees for our services are based on the actual time incurred by each attorney, legal assistant or other support personnel working on your case, multiplied by each person's respective hourly billing rate prevailing at the time. Fractions of hours are computed in periods of not less than one-tenth of an hour. Currently, the hourly billing rate for attorneys ranges from $310 to $560 per hour. My current billing rate is **$560** per hour. Hourly rates are subject to change from time to time.

We will charge you for all disbursements made on your behalf, including, but not limited to, copying charges, excess postage, long distance telephone charges, fax charges, filing fees, travel, mileage, parking, messenger services, courier delivery, deposition transcripts, legal research and computer services. Depending on the amount, for amounts that must be paid to third parties, we reserve the right to request you pay the service provider directly. We reserve the right to assess interest charges of 18% per annum beginning 60 days after the date of our invoice. Assessment of interest charges does not extend the due date of any amounts owed to the firm or imply that you have any right to pay any amount over an extended period.

During the course of providing you with legal assistance, a client file shall be opened and maintained at the firm. The client file will contain all correspondence and documents that accumulate during this matter. For litigation matters, the files may also contain pleadings, research, and work product of the client. At some time after the conclusion of this matter, you may be sent a letter notifying you that the client file is being closed. It is our current policy to send the client file to a storage facility to be chosen by the firm and/or to electronically copy the contents of the file and destroy the actual file. At the end of seven years, the entire contents of the client file or electronic copy may be destroyed without further notification to you. You are entitled to copies of any documents or other matters in your file. At our option, we may provide these copies in either electronic or paper form. Any costs associated with retrieving the file or electronic copy from storage and any other applicable charges will be at your expense. Please note that this policy is subject to change.

Depending on the size of the project, anticipated costs and other considerations, we may request that you deposit an additional retainer for continued services. Bills for our services and disbursements will be sent to you on a monthly basis via email unless indicated otherwise. Payment is due upon receipt of each bill. Payment may be made by an accepted credit card. Please be aware that use of a credit card may require us to release certain confidential information, including but not limited to, our billing statements, to the credit card company. Your signature below authorizes the release of this requested information.

It is difficult to precisely anticipate the amount of our time that will be required for this engagement and the amount of fees and disbursements that will be incurred. At any time during the course of our engagement, we welcome the opportunity to discuss with you the fees and expenses incurred or to be incurred. In order to minimize fees, this may require reassessment of your strategic goals and our tactical methods. We are always prepared to reevaluate approaches, whether it be for cost reasons or otherwise.

Please be aware that you have the right to terminate our services at any time after consulting with us. In such event, you will be required to pay in full our fees and disbursements incurred as of the termination date. Our agreement also creates the right for us to terminate our services to you for any reason, including the failure to timely pay our statements in full as submitted, failure to replenish the retainer if requested, or if we determine, in our sole discretion, that to continue our services would be unethical or impractical. If for any reason litigation is commenced to collect any unpaid portion of our fees or costs, the prevailing party shall be awarded its costs and expenses, including reasonable attorney fees.

Should you, or any of your affiliated entities, decide to retain our firm for additional services beyond the terms of the original engagement, whether or not such retention is related to this matter, we will be pleased to provide such services upon such terms as you and we may agree. If a separate engagement letter is not prepared or signed, the applicable terms of this engagement letter will apply.

If the foregoing terms and conditions accurately summarize and confirm your understanding of our attorney-client engagement, please indicate your approval and acceptance by signing below and returning an executed copy of this letter to me. If you request us to commence performance of any legal services before execution and return of this signed engagement letter, such request, and the acceptance of such services, shall be deemed your agreement to the terms of this engagement. Delivery of any signature page to this agreement may be transmitted by facsimile, or by email of a .PDF or .JPEG attachment, or electronically through DocuSign or comparable electronic document execution software, any of which shall be valid and enforceable to the same extent as an original signature, and the parties agree to accept the same and be bound thereby. Please retain a copy of this letter for your records.

We look forward to working with you on this matter.

Very truly yours,

Alan Sweetbaum
Alan D. Sweetbaum

Agreed to and accepted this _____ day of ____________________, 2026.

Town of Bow Mar

By: ______________________________

____
Federal Identification Number

ADS/js
cc: Phyllis Pierce

TOWN OF BOW MAR, COLORADO
RESOLUTION 2026-19

A RESOLUTION OF THE TOWN OF BOW MAR, COLORADO 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 AND POTENTIAL LITIGATION RELATING TO THE FILING OF A NUISANCE ACTION AGAINST THE PROPERTY AND PROPERTY OWNER LOCATED AT 5500 RIDGE TRAIL, BOW MAR, CO 80123 UNDER COLORADO REVISED STATUTE, TITLE 16, ARTICLE 13, SECTION 301, *et seq.*

WHEREAS, the Town of Bow Mar, Colorado (the "Town") has appointed Wilson Williams Fellman Dittman and attorney Michaela Szilagi as Town Attorney pursuant to C.R.S. §§ 31-4-304; and

WHEREAS, the Town is anticipating additional legal needs in response to the complaints and condition of the property located at 5500 Ridge Trail, Bow Mar, Colorado 80123 ("Ridge Trail"), and the potential filing of a nuisance action in district court pursuant to C.R.S. § 16-13-301, *et seq*.; and

WHEREAS, attorney Alan Sweetbaum with the Sweetbaum Miller PC law firm is qualified to provide professional services to the Town as outlined in the Engagement Letter (**Exhibit A**); and

WHEREAS, the Board authorizes the Town Attorney to retain Sweetbaum Miller and Alan Sweebaum to provide the legal representation of the Town in connection with potential filings of a nuisance action against the property and property owners of 5500 Ridge Trail.

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 Town Attorney to retain special counsel as described in this Resolution; and

(b) Acknowledges that the Town will make payment for legal costs and fees incurred by Sweetbaum Miller's representation of the Town in accordance with Exhibit A; and

(c) Further authorizes the Town Attorney to execute and sign the Engagement Letter as contained in Exhibit A;

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

{Signature page to follow}

ADOPTED, this 17th day of August 2026.

TOWN OF BOW MAR, COLORADO

By: _________________________________
Bryan Sperry, Mayor

ATTEST:

____
Sue Blair, Town Clerk

ALAN D. SWEETBAUM
ANDREW S. MILLER
JOSHUA T. KELTNER
MARK L. KAPLAN
MICHAEL F. FOSTER
RYAN HULL
KATELYN LARKIN

Of Counsel:
JONATHAN C. OSTER
JOHN D. MARTIN

SWEETBAUM MILLER
ATTORNEYS AT LAW
1200 SEVENTEENTH STREET, SUITE 1250
DENVER, COLORADO 80202
Telephone (303) 296-3377

www.sweetbaumlaw.com

Alan D. Sweetbaum
asweetbaum@sweetbaumlaw.com

August 11, 2026

Via email to: michaela@wwfdlaw.com
Town of Bow Mar
c/o Michaela Szilagyi
Wilson Williams Fellman Dittman
1314 Main Street, Suite 101
Louisville, CO 80027

Re: Town of Bow Mar – 5500 Ridge Trail – Nuisance
Our File No.: T262-003

Dear Michaela:

On behalf of Sweetbaum Miller PC, I would like to express my appreciation for your confidence in selecting our firm to represent the Town of Bow Mar in connection with the above matter. This letter will confirm our understanding regarding the professional services the Town has retained our firm to perform on its behalf and the fees and costs for such services.

You hereby engage our firm to represent the Town of Bow Mar in connection with a nuisance dispute regarding 5500 Ridge Trail.

You should understand that outcomes of legal matters are never certain. Therefore, while we cannot guarantee a result, we will seek to obtain the best possible result for you. Please be aware that we are not tax attorneys and we do not render tax advice. Regardless of the nature of any legal matters that we may be handling on your behalf, specifically including without limitation litigation matters, you should always contact your own tax attorney, accountant or other tax consultant regarding the tax implications for you of any transaction, agreement, settlement or other action, and we strongly encourage you to do so. Further, if we are assisting you with formation of any legal entity, please be aware that we are not advising you with regard to compliance with state or federal securities law, and you may require the advice of a securities law specialist in connection with such matters.

Fees for our services are based on the actual time incurred by each attorney, legal assistant or other support personnel working on your case, multiplied by each person's respective hourly billing rate prevailing at the time. Fractions of hours are computed in periods of not less than one-tenth of an hour. Currently, the hourly billing rate for attorneys ranges from $310 to $560 per hour. My current billing rate is **$560** per hour. Hourly rates are subject to change from time to time.

We will charge you for all disbursements made on your behalf, including, but not limited to, copying charges, excess postage, long distance telephone charges, fax charges, filing fees, travel, mileage, parking, messenger services, courier delivery, deposition transcripts, legal research and computer services. Depending on the amount, for amounts that must be paid to third parties, we reserve the right to request you pay the service provider directly. We reserve the right to assess interest charges of 18% per annum beginning 60 days after the date of our invoice. Assessment of interest charges does not extend the due date of any amounts owed to the firm or imply that you have any right to pay any amount over an extended period.

During the course of providing you with legal assistance, a client file shall be opened and maintained at the firm. The client file will contain all correspondence and documents that accumulate during this matter. For litigation matters, the files may also contain pleadings, research, and work product of the client. At some time after the conclusion of this matter, you may be sent a letter notifying you that the client file is being closed. It is our current policy to send the client file to a storage facility to be chosen by the firm and/or to electronically copy the contents of the file and destroy the actual file. At the end of seven years, the entire contents of the client file or electronic copy may be destroyed without further notification to you. You are entitled to copies of any documents or other matters in your file. At our option, we may provide these copies in either electronic or paper form. Any costs associated with retrieving the file or electronic copy from storage and any other applicable charges will be at your expense. Please note that this policy is subject to change.

Depending on the size of the project, anticipated costs and other considerations, we may request that you deposit an additional retainer for continued services. Bills for our services and disbursements will be sent to you on a monthly basis via email unless indicated otherwise. Payment is due upon receipt of each bill. Payment may be made by an accepted credit card. Please be aware that use of a credit card may require us to release certain confidential information, including but not limited to, our billing statements, to the credit card company. Your signature below authorizes the release of this requested information.

It is difficult to precisely anticipate the amount of our time that will be required for this engagement and the amount of fees and disbursements that will be incurred. At any time during the course of our engagement, we welcome the opportunity to discuss with you the fees and expenses incurred or to be incurred. In order to minimize fees, this may require reassessment of your strategic goals and our tactical methods. We are always prepared to reevaluate approaches, whether it be for cost reasons or otherwise.

Please be aware that you have the right to terminate our services at any time after consulting with us. In such event, you will be required to pay in full our fees and disbursements incurred as of the termination date. Our agreement also creates the right for us to terminate our services to you for any reason, including the failure to timely pay our statements in full as submitted, failure to replenish the retainer if requested, or if we determine, in our sole discretion, that to continue our services would be unethical or impractical. If for any reason litigation is commenced to collect any unpaid portion of our fees or costs, the prevailing party shall be awarded its costs and expenses, including reasonable attorney fees.

Should you, or any of your affiliated entities, decide to retain our firm for additional services beyond the terms of the original engagement, whether or not such retention is related to this matter, we will be pleased to provide such services upon such terms as you and we may agree. If a separate engagement letter is not prepared or signed, the applicable terms of this engagement letter will apply.

If the foregoing terms and conditions accurately summarize and confirm your understanding of our attorney-client engagement, please indicate your approval and acceptance by signing below and returning an executed copy of this letter to me. If you request us to commence performance of any legal services before execution and return of this signed engagement letter, such request, and the acceptance of such services, shall be deemed your agreement to the terms of this engagement. Delivery of any signature page to this agreement may be transmitted by facsimile, or by email of a .PDF or .JPEG attachment, or electronically through DocuSign or comparable electronic document execution software, any of which shall be valid and enforceable to the same extent as an original signature, and the parties agree to accept the same and be bound thereby. Please retain a copy of this letter for your records.

We look forward to working with you on this matter.

Very truly yours,

Alan Sweetbaum
Alan D. Sweetbaum

Agreed to and accepted this _____ day of ____________________, 2026.

Town of Bow Mar

By: ___________________________________ ___________________________________
Federal Identification Number

ADS/js
cc: Phyllis Pierce

TOWN OF BOW MAR, COLORADO
RESOLUTION 2026-20

A RESOLUTION OF THE TOWN OF BOW MAR, COLORADO APPROVING THE SERVICE AGREEMENT WITH GREENLIGHT STRATEGY, LLC, FOR PUBLIC AFFAIRS AND PUBLIC RELATIONS SERVICES

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

WHEREAS, the Town is in need of assistance with media relations, communications, public affairs, and proactive community outreach related to the installation of gates as approved in Resolutions 2026-04 and 2026-10 (the "Gate Project"); and

WHEREAS, Greenlight Strategy has a demonstrated history of providing such services as contained in the Service Agreement and Scope of Services (**Exhibit A**); and

WHEREAS, the Board desires to approve the Service Agreement with Greenlight Strategy, LLC for the public affairs and public relations services related to the Gate Project.

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 payment for costs and fees incurred by Greenlight Strategy, LLC;

(b) Further authorizes the Mayor to execute and sign the Service Agreement as contained in Exhibit A;

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

ADOPTED, this 17th day of August 2026.

TOWN OF BOW MAR, COLORADO

By: ________________________________
Bryan Sperry, Mayor

ATTEST:

____
Sue Blair, Town Clerk

CLIENT SERVICES AGREEMENT

This CLIENT SERVICES AGREEMENT (the “Agreement”) is made between Greenlight Strategy, LLC (the “Company”) and the Town of Bow Mar, Colorado, (“Client”) effective as of , (the “Effective Date”).

1. Statement of Work

1.1. The Company shall perform the services more fully described in various Statement(s) of Work entered into by the Company and Client from time to time (each, an “SOW” and collectively, the “SOWs”). Each SOW entered into by the Company and Client shall be subject to the terms of this Agreement. The initial SOW is attached.

1.2. Any additional services or deliverables, other than those described in the applicable SOW, shall be agreed to by both parties in writing. Any such additional services shall be charged to Client in accordance with the estimates or other separate agreements agreed to by the Company and Client.

2. Compensation and Billing

2.1. In respect of the Services provided by the Company, Client shall pay the Company in accordance with the terms of the applicable SOW.

2.2. In addition to the compensation set forth in the applicable SOW, Client further agrees to pay for the following expenses:

2.2.1. All media charges in which any of Client’s advertising is placed by the Company;

2.2.2. All third-party charges for the development, production, and execution of advertising and marketing materials and related content; and

2.2.3. Any out-of-pocket expenses incurred by the Company in connection with servicing Client’s account, including, without limitation, travel expenses, including transportation, hotels, and meals, printing, shipping, copying charges, and research materials.

2.3. The Company shall provide to Client, for Client’s prior written approval, estimates of the expenses described in Section 2.2. prior to incurring such expenses, and shall secure Client’s prior written approval if the Company exceeds any previously approved estimate of expenses by more than ten percent (10%).

2.4. The Company shall bill Client at the beginning of each month; provided, however, the Company may progressively bill during a project up to the total amount of the SOW to meet third-party payment requirements. Client shall remit payment to the Company within thirty (30) days after receipt of invoice (the “Payment Due Date”).

2.5. Any amounts not paid within 60 days of the Payment Due Date are subject to 15% fee.

3. Confidentiality All non-public, confidential, or proprietary information of the parties, including but not limited to, specifications, samples, patterns, designs, plans, drawings, images, computer media, video footage, 3D modeling files, animation files, documents, data, business operations, customer lists, pricing, or discounts, whether disclosed orally or disclosed or accessed in written, electronic or other form or media in connection with this Agreement is confidential, regardless of whether or not marked, designated, or otherwise identified as "confidential" and shall be solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by both parties in writing. The Parties acknowledge that the Client is subject to the Colorado Open Records Act (CORA), C.R.S. 24-72-200.1 to 24-72-309, and shall comply with any order from a court or administrative body to release documents which are considered confidential upon notification to the Company.Intellectual Property

3.1. Any material (other than “Agency Materials” and “Working Files” as defined below) that the Company produces on Client’s behalf as part of the Services in a finished and final form for public distribution (“Work Product”) shall become Client’s property upon Client’s payment in full of all outstanding sums due and owing the Company pursuant to this Agreement, including change costs, taxes, expenses, and fees.

3.2. Thereafter, the Work Product shall be considered a work made for hire (as defined in the United States Copyright Act, 17 U.S.C.A. §§101 et seq., as amended) or, if for any reason held not to be a work for hire, the Company assigns to Client all of the Company’s right, title and interest in and to the Work Product. The Company shall cooperate with Client and execute all reasonable documents and take other necessary actions as reasonably directed by Client to affect the foregoing grant of rights.

3.3. Client acknowledges that the Company shall retain all right, title, and interest in and to any ideas, concepts, strategies, trademarks, copyrights, and other materials that the Company may present to Client which are not produced as Work Product.

3.4. The Company shall have the right to list and/or refer to Client as a client of the Company for credential, award, and publicity purposes and to display Work Product as part of the Company's portfolio.

4. Agency Materials Client acknowledges that the Company may own certain materials created by the Company prior to or separate from the Company's services for Client ("Pre-Existing Materials") as well as "Tools/Underlying Elements" (including, but not limited to, research, strategies, ideas, concepts, knowledge, techniques, procedures, methods, and computer software (both object and source code)), which are and have been developed by the Company in the course of the Company's business and that the Company may develop and use in connection with its services for Client and may repurpose and use for multiple clients or projects (together with the Pre-Existing Materials, "Agency Materials"). Client agrees that such Agency Materials are and shall remain the exclusive property of the Company. To the extent any Agency Materials are incorporated in any Work Product produced by the Company for Client, Client shall have a non-exclusive, royalty-free license to use the Agency Materials as incorporated in the Work Product.

5. Representations and Warranties

5.1. The Company represents and warrants as follows:

6.1.1 The Company will provide the Services in a timely, diligent, professional, and workmanlike manner, in accordance with the Agreement and in a manner consistent with industry standards; and

6.1.2 The Company has the full and unrestricted right, power, and authority to enter into this Agreement, perform the Services, and grant the rights granted herein.

5.2. Client represents and warrants as follows:

5.2.1. Client will provide the information and materials needed by the Company to perform the Services and shall be responsible for the accuracy and completeness of such information;

5.2.2. Client warrants that any information and materials provided by Client to the Company pursuant to this Agreement shall not be defamatory and shall not infringe the copyright or other intellectual property rights or any other rights (including rights of privacy and confidentiality) of any third party; and

5.2.3. Client has the full and unrestricted right, power, and authority to enter into this Agreement.

6. Termination and Survival

6.1. This Agreement shall commence as of the Effective Date and shall continue thereafter until completion of the Services in any outstanding SOW unless sooner terminated pursuant to Section 7.2.

6.2. Either party may terminate this Agreement at any time by giving thirty (30) days written notice to the other party of the intent to terminate. In the event this Agreement is terminated prior to resolution of any outstanding SOWs, whether terminated by the Company or by Client, Client shall pay the Company for all Services rendered up to the date of termination. Termination of this Agreement shall serve to terminate all outstanding SOWs entered into pursuant to this Agreement.

6.3. Any right or obligation of the parties under this Agreement which, by its nature, should survive termination or expiration of this Agreement, shall survive any such termination or expiration of this Agreement, including but not limited to Sections 4, 8, 9, and 10.

7. Limitation of Liability

7.1. In no event shall the Company be liable to Client or to any third party for any loss of use, revenue, or profit, loss of data, interruption of business, or diminution in value, or for any consequential, incidental, indirect, exemplary, special, or punitive damages whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damage was foreseeable and whether or not the Company has been advised of the possibility of such damages.

7.2. In no event shall the Company's aggregate liability arising out of or related to this Agreement, whether arising out of or related to breach of contract, tort (including negligence), or otherwise, exceed two (2) times the aggregate amounts paid or payable to the Company pursuant to this Agreement in the three (3) month period preceding the event giving rise to the claim.

8. Dispute Resolution

8.1. This Agreement shall be interpreted and construed by the laws of the State of Colorado, without regard to any conflict of law principles.

8.2. The parties agree that any action arising from or relating to this Agreement shall be brought in the state or federal courts located in Denver County, Colorado. Client hereby expressly consents to the personal jurisdiction of the state and federal courts located in Denver County, Colorado for any lawsuit arising from or related to this Agreement.

8.3. In any action or suit to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, and other expenses, including the fees and costs of collection.

9. General Provisions

9.1. This Agreement constitutes the entire understanding of the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements or understandings, express or implied, written or oral, between the parties.

9.2. In case any one or more of the provisions contained in this Agreement is, for any reason, be held to be invalid, illegal, or unenforceable such holding will not affect the other provisions of this Agreement, and this Agreement will be construed as if such provision had never been contained in this Agreement.

9.3. This Agreement may only be modified in writing signed by both parties.

9.4. This Agreement may be executed in counterparts, all of which taken together will constitute one and the same document. This Agreement may be signed by electronic signature. A signed copy of this Agreement delivered by e-mail or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

9.5. The waiver or failure of either party to exercise any right in any respect provided for herein shall not be deemed a waiver of any further right hereunder.

9.6. Client shall not assign, transfer, delegate or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the Company. Any purported assignment or delegation in violation of this Section shall be null and void.

9.7. This Agreement is binding on and inures to the benefit of the parties to this Agreement and their respective permitted successors and permitted assigns.

9.8. The Parties understand and acknowledge that the Client 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. All payment obligations of the Client are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the Client's current fiscal period ending upon the next succeeding December 31. Financial obligations of the Client 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 Client (Town of Bow Mar), and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

9.9. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the Client (Town of Bow Mar), its officials, employees, contractors, or agents, or any other person acting on behalf of the Client 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.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first written above.

GREENLIGHT STRATEGY LLC

By: William J. Rigler

Name: Bill Rigler

Title: Principal

CLIENT

By:

Name:

Title:

By:

Name:

Title:

EXHIBIT A TO CLIENT SERVICES AGREEMENT
STATEMENT OF WORK

The approved Statement of Work is attached.

Scope of Services

Town of Bow Mar

July 28, 2026

Background

In Spring 2026, the Town of Bow Mar announced it would install controlled access gates for the protection and safety of its residents. Greenlight Strategy was contracted to provide as-needed assistance with media relations, crisis communications, public affairs, and proactive community outreach. Following that initial engagement, the Town has expressed interest in adding Greenlight Strategy to its roster of professional service firms.

About Greenlight Strategy

Greenlight Strategy is a boutique public affairs and public relations firm. Greenlight is a certified S Corporation and has worked on a number of complex land-use and civic projects across the Front Range, including the following:

- CU South and Pearl Arts District (Boulder)
- Park Hill Golf Course (Denver)
- West Greeley Entertainment District (Greeley)
- Redtail Ridge (Louisville)
- Uplands (Westminster)
- Front Range Passenger Rail (State-wide)

Strategic Approach

As part of its initial engagement, Greenlight Strategy provided strategic communications support, including crisis communications and proactive media outreach. Moving forward, Greenlight Strategy will provide as-needed support for the Town and Town leadership, such as media training, media outreach, message development and talking points, and on-call media relations and crisis communications as needed.

Budget & Billing Rate

This project will be billed hourly at $300/hour and invoiced monthly with an accompanying activity report. Greenlight also relies on several vendors for added support, such as graphic design, video production, and website support – each vendor typically bills at $75/hour. Greenlight will seek written approval to use these vendors before engaging their services.

TOWN OF BOW MAR, COLORADO
RESOLUTION 2026-21

A RESOLUTION OF THE TOWN OF BOW MAR, COLORADO APPROVING AN "ON-CALL" AGREEMENT WITH ABC ASPHALT INC. FOR ASPHALT SERVICES

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

WHEREAS, the Town of Bow Mar (the "Town") is in need of having asphalt services on an "on-call" basis to be provided to the Town as needed; and

WHEREAS, ABC Asphalt 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 hereinto 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 17th day of August 2026.

TOWN OF BOW MAR, COLORADO

By: ________________________________
Bryan Sperry, Mayor

ATTEST:

____
Sue Blair, Town Clerk

THIS SERVICES AGREEMENT (the "Agreement") is entered into this August 17, 2026, by and between the Town of Bow Mar, a Colorado municipal corporation with an address of 5395 Lakeshore Drive, Bow Mar, Colorado 80123 (the "Town"), and ABC Asphalt Inc., ("Contractor"), a Colorado corporation with a principal place of business at 83rd North 4th Avenue, Brighton, Colorado 80601 (mailing address P.O. Box 1226, Brighton, Colorado 80601) (each a "Party" and collectively, the "Parties").

WHEREAS, the Town desires to contract with Contractor to perform asphalt services and related work on an on-call basis as set forth in **Exhibit A**, attached hereto, in accordance with the terms of this Agreement; and

WHEREAS, Contractor has held itself out to the Town as having the requisite qualifications and experience to perform the required services.

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

1. Scope of Services. Contractor shall perform the services on an "on-call" basis set forth in Contractor's price sheet attached hereto as **Exhibit A** and incorporated herein by this reference (the "Services") in a timely, expeditious, and professional manner. In the event of any conflicts between the Agreement and any of the attached exhibits, this Agreement shall prevail. Contractor shall be responsible for providing, at its cost and expense, all management, supervision, labor, materials, administrative support, supplies and equipment necessary to perform the Services as required by this Agreement. The term of the "on-call" contract shall be for one year from the date of execution of this Agreement by the Town.

2. Compensation.

2.1 Compensation for Services. For satisfactory performance of the Services hereunder, the Town shall pay Contractor for the performance of the services detailed in this Agreement as provided in **Exhibit A** (the "Compensation"). The Compensation is inclusive of all reimbursable expenses and shall not be exceeded without the written authorization of the Town. Notwithstanding the foregoing, to avoid delay, Town's direction via email or text message from an authorized representative (e.g. the Public Works Commissioner) shall constitute valid authorization for Contractor to proceed with such Change to avoid delay, with a formal written Change Order to follow. The Town shall have no obligation to make any payments until such time as the Town accepts Contractor's performance as satisfactory. All payments under this Agreement shall be to the trade or business name of the Contractor. No payments will be personally made to an individual under this Agreement.

2.2. Invoices. Within 5 days of written request, Contractor shall provide documentation of its expenses. Payment of invoices will be due within thirty (30) days of the receipt thereof.

2.3 Unsatisfactory Invoices or Services. The Town may return any unsatisfactory invoices to the Contractor for revision, and may withhold payment thereof. The Town may withhold payment for Services which are not completed as scheduled, or which are completed unsatisfactorily, until completed satisfactorily and may deny payment for such Services upon termination of this Agreement.

2.4 Right of Set-Off. Without prejudice to any other right or remedy it may have, the Town reserves the right to set off at any time any amount owning to it by the Contractor against any amount payable by the Town to the Contractor under this Agreement.

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

2.6. Multi-Year Contracts. The obligations of the Town hereunder shall not constitute a general obligation indebtedness or multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the Constitution or laws of the State of Colorado.

3. Terms of Performance.

3.1 Time of Performance. Contractor shall commence the work required by this Agreement within thirty (30) days after being requested for work by the Town. Contractor agrees to complete the Project within twenty-eight (28) consecutive calendar days from the date of request, plus such extensions of time as may be granted by the Town in accordance with this Agreement.

3.2 Independent Contractor. It is the express intention of the parties that the Contractor is not employed by the Town but is an independent contractor. Agents or employees of Contractor shall never be, hold themselves out as being, or deemed to be an employee or agent of the Town. **AS AN INDEPENDENT CONTRACTOR, THE CONTRACTOR AGREES, PURSUANT TO SECTION 8-40-202(2)(b)(IV), C.R.S., THAT IT IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS AND THAT THE CONTRACTOR, AS AN INDEPENDENT CONTRACTOR, IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED PURSUANT TO THIS AGREEMENT.**

3.3 Hazardous Materials. Contractor shall at all times comply with all applicable law relating to: the emission, discharge, release or threatened release of a Hazardous Material into the air, surface water, groundwater or land; the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a Hazardous Material; and the protection human health, safety, or the indoor or outdoor environment, including without limitation all federal, state or local statutes, laws, ordinances, resolutions, codes, rules, regulations, orders or decrees regulation, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

4. Termination. The Town may terminate this Agreement if (1) Contractor breaches the terms of this Agreement or (2) fails to produce a result that meets the specifications of this Agreement. In addition, the Town shall have the right in its sole discretion to terminate for any reason, upon thirty (30) days written notice. In the event of termination, payments will be made to Contractor for all work performed up to the date of termination.

5. Insurance and Indemnification.

5.1 Insurance. Contractor shall, at its own expense, keep in full force and effect during the term of this Agreement, and during the term of any extension thereof, insurance coverages in the following amounts:

General Liability	$1,000,000	Automobile Liability	$1,000,000
Damaged to Rented Equipment	$100,000	Workers Compensation	$100,000 each accident
Personal Injury	$1,000,000		$100,000 each person
General Aggregate	$2,000,000		$500,000 policy limit
Products Liability	$2,000,000		

The Town shall be a named as an additional insured on any required policy and Contractor shall furnish the Town with a Certificate of Insurance confirming required coverages.

5.2 Indemnification. Subject to the provisions of C.R.S. § 13-50.5-102(8), to the extent applicable to this Agreement, Contractor shall indemnify and hold harmless the Town, its elected officials, employees, contractors and agents against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of Contractor's performance under this Agreement and that of its subcontractors. Contractor shall not be obligated to indemnify the Town for the Town's own negligence. Notwithstanding any indemnity, defense, or hold harmless provisions to the contrary, it is understood and agreed that Subcontractor's obligations shall be limited to Subcontractor's sole negligence and proportionate share of joint or concurrent negligence.

6. Miscellaneous.

6.1 No Assignment. Neither Party may assign any part of this Agreement without the express written consent of the other Party.

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

6.3 Force Majure. No Party shall be in breach of this Agreement, if such Party's failure to perform any of the duties under this Agreement is due to Force Majure, which shall be defined as the inability to undertake or perform any of the duties under this Agreement due to acts of God, floods, fires, sabotage, terrorist attacks, strikes, riots, war, labor disputes, forces of nature, the authority and orders of government, or pandemics.

6.4 Third Parties. There are no intended third-party beneficiaries to this Agreement.

6.5 Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when presented or sent pre-paid, first class U.S. Mail to the Party at the address set forth on the first page of this Agreement.

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

6.7 Rights and Remedies. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed. Notwithstanding any language contained in **Exhibit A**, Contractor shall be responsible for any damage to Town Property.

6.8 Government Immunity. Nothing in this Agreement or in any action taken by the Town pursuant to this Agreement shall be construed to be a waiver, in whole or in part, of any right, privilege or protection of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq*.

6.9 Amendments. This Agreement represents the entire agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the Parties.

6.10 Governing Law/Venue. This Agreement shall be governed by the laws of the State of Colorado. Jurisdiction and venue for the resolution of any dispute or breach under this Agreement shall be in the applicable court for Arapahoe County, Colorado.

6.11 Attorney's Fees. In the event of default of either party leading to legal action to enforce any provision of this Agreement or to recover damages for a breach, the prevailing party shall be entitled to recover its attorney's fees and costs from the other party.

6.12 Counterparts. This Agreement may be executed in counterparts.

TOWN OF BOW MAR, COLORADO

____

Name: _________________________________

Title: ____________________________________

Attest:

____

Name: _________________________________

Title: ____________________________________

ABC ASPHALT INC.

____

Name: _________________________________

Title: ____________________________________

EXHIBIT A
SCOPE OF SERVICES

ABC ASPHALT INC.

83RD N. 4TH AVE
BRIGHTON, CO 80601
(303) 569-3706

Time and Material Rates
Project:

Subgrade Prep Crew:

Equipment (per each) – Excludes Operator Rates:

Blade	$160.00 per hour
Front end loader	$145.00 per hour
Roller	$90.00 per hour
Uniloader	$85.00 per hour
Water truck with driver	$115.00 per hour
Tandem axle dump truck with driver	$130.00 per hour
End dump truck with driver	$145.00 per hour
Service truck	$130.00 per hour
Pick up	$50.00 per hour
Backhoe	$105.00 per hour
Scraper	$160.00 per hour

Labor:

Superintendent / Foreman	$85.00 per hour
Operator	$70.00 per hour
Laborer	$60.00 per hour

Materials:

Class 6 road base	$20.00 per ton (excludes trucking costs)

Misc:

Disposal fees	$350.00 per load (excludes trucking costs)

Time and Material Rates
Project:

Asphalt Patch/Paving Crew:

Equipment (per each) – Excludes Operator Rates:

Paver	$195.00 per hour
Distributor Truck	$95.00 per hour
Roller (Breakdown)	$85.00 per hour
Roller (Finish)	$75.00 per hour
Roller (Pneumatic)	$45.00 per hour
Loader, Skids Steer	$50.00 per hour
End dump truck with driver	$145.00 per hour
Tandem Truck with Driver	$115.00 per hour
Pick - Up Truck	$130.00 per hour

Labor:

Superintendent / Foreman	$85.00 per hour
Operator	$70.00 per hour
Laborer	$60.00 per hour

Materials:

Asphalt	$85.00 per ton (excludes trucking costs)

Misc:

Disposal fees	$350.00 per load (excludes trucking costs)

TOWN OF BOW MAR, COLORADO
RESOLUTION 2026-22

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF BOW MAR, COLORADO APPROVING AN UPDATED SERVICES AGREEMENT WITH LIFESCAPE COLORADO TO EXPAND THE SCOPE OF WORK

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*.;

WHEREAS, Lifescape Colorado ("Lifescape") has, and is currently providing landscaping services to the Town pursuant to a previously-approved services contract (the "Services Contract");

WHEREAS, the Board of Trustees (the "Board") for the Town desires to amend the Services Contract to include a new scope of work as more particularly set forth in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Fall Tulip Planting") at Belleview and Sheridan;

WHEREAS, the Fall Tulip Planting is intended to be an addition to, not a replacement for, the scope of work under the original Services Contract, and Lifescape shall be required to complete any other work that is ongoing or not yet completed.

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 amending the Services Contract to include the Fall Tulip Planting.

Section 3. The Board authorizes additional payment to Lifescapes for the Fall Tulip Planting.

Section 4. The Board authorizes the Mayor to execute the Agreement on behalf of the Town and for the Town Clerk to attest their signature.

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

ADOPTED this 17th day of August 2026.

TOWN OF BOW MAR, COLORADO

By: ________________________________

Bryan Sperry, Mayor

ATTEST:

____

Sue Blair, Town Clerk

EXHIBIT A

EXHIBIT A

LIFESCAPE COLORADO

Main 303-831-8310
Fax 303-831-8341
Info@LifescapeColorado.com
LifescapeColorado.com

Billing Information	**Project Information**
Town of Bow Mar 5395 Lakeshore Drive Email Bow Mar, CO 80123	Town of Bow Mar 2026 Tulip Planting 5395 Lakeshore Drive Bow Mar, CO 80123

Proposal Number: 76365 — Date: August 4, 2026

Scope

Fall Tulip Planting: Belleview	**Quantity**	**Unit**	**Sub-Total**
Mobilization - ENH	1.00	EA	
ENH Delivery	1.00	EA	
Bulb Planting: East Triangle	250.00	EA	
Bulb Planting: Under the Sign	50.00	EA	
			$1,420.71
Fall Tulip Planting: Sheridan	**Quantity**	**Unit**	**Sub-Total**
Bulb Planting: Triangle	250.00	EA	
Bulb Planting: Service Berry Bed	100.00	EA	
Bulb Planting: Under the Sign	200.00	EA	
			$1,998.87
		Total	**$3,419.58**

PAYMENT SCHEDULE

$2,051.75	60% on Signing
$1,367.83	40% on Completion
$3,419.58	**Total Agreement Payments**

ACCEPTED AND AGREED TO:

Owner	**Lifescape Associates, Inc.**
Date	**Date**

TERMS & CONDITIONS

1. PLANTING WARRANTY: If Client installed a construction project with Lifescape and maintains a consistent full-service Outdoor Service Agreement with

Lifescape (inclusive of weekly bed care, irrigation service, plant health care and winter watering) the following 3 year extended plant warranty will be provided:
Year 1: trees, shrubs and perennials/groundcovers are guaranteed with 100% cost to Lifescape
Year 2: trees and shrubs are guaranteed with 100% cost to Lifescape
Year 3: trees and shrubs are guaranteed with costs shared 50/50 by Lifescape and Client.
The warranty will not apply when plants die or decline due to inadequate or improper maintenance from Client, animal damage (including pets, deer, rabbits, insects or other pests) vandalism, fire, hail, drought, exceptional or untimely freeze or other acts of God or by any other contingency or cause beyond Lifescape's control. For this 3-year extended warranty to be in effect, there cannot be a time lapse in transition from Lifescape Construction to Lifescape Maintenance.

2. Prices shown are guaranteed for 15 days. If unsigned by Owner, this proposed agreement shall be automatically revoked after 15 days.

3. Deposit due upon contract execution. Deposits made for this project are non-refundable.

TOWN OF BOW MAR, COLORADO
RESOLUTION 2026-23

A RESOLUTION OF THE TOWN OF BOW MAR, COLORADO APPROVING A SERVICE AGREEMENT WITH ARCHITERRA GROUP FOR DESIGN OF CINNAROM TRAIL POCKET PARK

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 design services for the Cinnarom Trail Pocket Park; and

WHEREAS, Architerra Group ("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 hereinto 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 17th day of August 2026.

{Signature page to follow}

TOWN OF BOW MAR, COLORADO

By: ________________________________
Bryan Sperry, Mayor

ATTEST:

____
Sue Blair, Town Clerk

THIS SERVICES AGREEMENT (the "Agreement") is entered into this August 17, 2026, by and between the Town of Bow Mar, a Colorado municipal corporation with an address of 5395 Lakeshore Drive, Bow Mar, Colorado 80123 (the "Town"), and Architerra Group, ("Contractor"), a Colorado corporation with a principal place of business at 5881 South Deframe Street, Littleton, Colorado 80127 (each a "Party" and collectively, the "Parties").

WHEREAS, the Town desires to contract with Contractor for a one year landscaping service for the Bow Mar Pocket Park at Cimarron Trail Park as set forth in **Exhibit A**, attached hereto, in accordance with the terms of this Agreement; and

WHEREAS, Contractor has held itself out to the Town as having the requisite qualifications and experience to perform the required services and the Town has contracted with Contractor to perform similar services in the past.

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

1. Scope of Services. Contractor shall perform the services set forth in Contractor's proposal attached hereto as **Exhibit A** and incorporated herein by this reference (the "Services") in a timely, expeditious, and professional manner. In the event of any conflicts between the Agreement and any of the attached exhibits, this Agreement shall prevail. Contractor shall be responsible for providing, at its cost and expense, all management, supervision, labor, materials, administrative support, supplies and equipment necessary to perform the Services as required by this Agreement.

2. Compensation.

2.1 Compensation for Services. For satisfactory performance of the Services hereunder, the Town shall pay Contractor for the performance of the services detailed in this Agreement as provided in **Exhibit A** (the "Compensation"). The Compensation is inclusive of all reimbursable expenses and shall not be exceeded without the written authorization of the Town. The Town shall have no obligation to make any payments until such time as the Town accepts Contractor's performance as satisfactory. All payments under this Agreement shall be to the trade or business name of the Contractor. No payments will be personally made to an individual under this Agreement.

2.2. Invoices. Within 5 days of written request, Contractor shall provide documentation of its expenses. Payment of invoices will be due within thirty (30) days of the receipt thereof.

2.3 Unsatisfactory Invoices or Services. The Town may return any unsatisfactory invoices to the Contractor for revision, and may withhold payment thereof. The Town may withhold payment for Services which are not completed as scheduled, or which are completed unsatisfactorily, until completed satisfactorily and may deny payment for such Services upon termination of this Agreement.

2.4 Right of Set-Off. Without prejudice to any other right or remedy it may have, the Town reserves the right to set off at any time any amount owning to it by the Contractor against any amount payable by the Town to the Contractor under this Agreement.

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

2.6. Multi-Year Contracts. The obligations of the Town hereunder shall not constitute a general obligation indebtedness or multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the Constitution or laws of the State of Colorado.

3. Terms of Performance.

3.1 Time of Performance. Contractor shall commence the work required by this Agreement within thirty (30) days after full execution of this Agreement. Contractor agrees to complete the Project within ninety (90) consecutive calendar days from the date of execution, plus such extensions of time as may be granted by the Town in accordance with this Agreement.

3.2 Independent Contractor. It is the express intention of the parties that the Contractor is not employed by the Town but is an independent contractor. Agents or employees of Contractor shall never be, hold themselves out as being, or deemed to be an employee or agent of the Town. **AS AN INDEPENDENT CONTRACTOR, THE CONTRACTOR AGREES, PURSUANT TO SECTION 8-40-202(2)(b)(IV), C.R.S., THAT IT IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS AND THAT THE CONTRACTOR, AS AN INDEPENDENT CONTRACTOR, IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED PURSUANT TO THIS AGREEMENT.**

3.3 Hazardous Materials. Contractor shall at all times comply with all applicable law relating to: the emission, discharge, release or threatened release of a Hazardous Material into the air, surface water, groundwater or land; the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a Hazardous Material; and the protection human health, safety, or the indoor or outdoor environment, including without limitation all federal, state or local statutes, laws, ordinances, resolutions, codes, rules, regulations, orders or decrees regulation, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

4. Termination. The Town may terminate this Agreement if (1) Contractor breaches the terms of this Agreement or (2) fails to produce a result that meets the specifications of this Agreement. In addition, the Town shall have the right in its sole discretion to terminate for any reason, upon thirty (30) days written notice. In the event of termination, payments will be made to Contractor for all work performed up to the date of termination.

5. Insurance and Indemnification.

5.1 Insurance. Contractor shall, at its own expense, keep in full force and effect during the term of this Agreement, and during the term of any extension thereof, insurance coverages in the following amounts:

General Liability	$1,000,000	Automobile Liability	$1,000,000
Damaged to Rented Equipment	$100,000	Workers Compensation	$100,000 each accident
Personal Injury	$1,000,000		$100,000 each person
General Aggregate	$2,000,000		$500,000 policy limit
Products Liability	$2,000,000		

The Town shall be a named as an additional insured on any required policy and Contractor shall furnish the Town with a Certificate of Insurance confirming required coverages.

5.2 Indemnification. Subject to the provisions of C.R.S. § 13-50.5-102(8), to the extent applicable to this Agreement, Contractor shall indemnify and hold harmless the Town, its elected officials, employees, contractors and agents against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of negligent acts or omissions of the Contractor in connection with the services under this Agreement and that of its subcontractors. Contractor shall not be obligated to indemnify the Town for the Town's own negligence.

6. Miscellaneous.

6.1 No Assignment. Neither Party may assign any part of this Agreement without the express written consent of the other Party.

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

6.3 Force Majure. No Party shall be in breach of this Agreement, if such Party's failure to perform any of the duties under this Agreement is due to Force Majure, which shall be defined as the inability to undertake or perform any of the duties under this Agreement due to acts of God, floods, fires, sabotage, terrorist attacks, strikes, riots, war, labor disputes, forces of nature, the authority and orders of government, or pandemics.

6.4 Third Parties. There are no intended third-party beneficiaries to this Agreement.

6.5 Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when presented or sent pre-paid, first class U.S. Mail to the Party at the address set forth on the first page of this Agreement.

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

6.7 Rights and Remedies. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed. Notwithstanding any language contained in **Exhibit A**, Contractor shall be responsible for any damage to Town Property.

6.8 Government Immunity. Nothing in this Agreement or in any action taken by the Town pursuant to this Agreement shall be construed to be a waiver, in whole or in part, of any right, privilege or protection of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq*.

6.9 Amendments. This Agreement represents the entire agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the Parties.

6.10 Governing Law/Venue. This Agreement shall be governed by the laws of the State of Colorado. Jurisdiction and venue for the resolution of any dispute or breach under this Agreement shall be in the applicable court for Arapahoe County, Colorado.

6.11 Attorney's Fees. In the event of default of either party leading to legal action to enforce any provision of this Agreement or to recover damages for a breach, the prevailing party shall be entitled to recover its attorney's fees and costs from the other party.

6.12 Counterparts. This Agreement may be executed in counterparts.

TOWN OF BOW MAR, COLORADO

____

Name: ________________________________

Title: ___________________________________

Attest:

____

Name: ________________________________

Title: ___________________________________

ARCHITERRA GROUP

____

Name: ________________________________

Title: ___________________________________

EXHIBIT A
SCOPE OF SERVICES

ARCHITERRA GROUP
5881 south deframe st.
littleton, colorado 80127
office 303.948.0766
www.architerragroup.com

Bow Mar Pocket Park

Town of Bow Mar

Task and Fee Proposal

July 14, 2026

Task Personnel	Principal Proj. Man.	Project Designer	Expenses	Total
Billing Rate	$195/hr	$100/hr		
Conceptual Design				
Prepare base map		2		
Attend site visit	1	1		
Prepare preliminary conceptual design plans (up to 2 plans)	4	20		
Prepare preliminary cost estimates	1	4		
Review preliminary plans and cost estimates with Town	1	1		
Prepare final conceptual plan		12		
Prepare 3D model	2	24		
Prepare presentation materials for design review board meeting	1	4		
Update cost estimate	1	2		
Misc coordination and expenses (plotting, mileage, etc.)	3		$200.00	
Subtotal hours	14	70		
Subtotal cost	$2,730.00	$7,000.00	$200.00	**$9,930.00**

Assumptions:
-Field survey shall be provided by Owner
-No public meeting will be required
-All submittals will be digital (PDFs).

TOWN OF BOW MAR, COLORADO
RESOLUTION 2026-24

A RESOLUTION OF THE TOWN OF BOW MAR, COLORADO APPROVING A SERVICE AGREEMENT WITH MILE HIGH LIGHTS FOR TOWN HOLIDAY LIGHT INSTALLATION

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 yearly holiday light installation; and

WHEREAS, Mile High Lights ("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 hereinto 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 17th day of August 2026.

{Signature page to follow}

TOWN OF BOW MAR, COLORADO

By: ________________________________
Bryan Sperry, Mayor

ATTEST:

____
Sue Blair, Town Clerk

THIS SERVICES AGREEMENT (the "Agreement") is entered into this 17th day of August, 2026, by and between the Town of Bow Mar, a Colorado municipal corporation with an address of 5395 Lakeshore Drive, Bow Mar, Colorado 80123 (the "Town"), and Mile High Lights LLC ("Contractor"), a Colorado limited liability company with a principal place of business of 8714 Independence Way, Arvada, Colorado 80005 (each a "Party" and collectively, the "Parties").

WHEREAS, the Town requires holiday lighting services; and

WHEREAS, Contractor has held itself out to the Town as having the requisite qualifications and experience to perform the requested services.

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

1. Scope of Services. Contractor shall perform the services set forth in Contractor's proposal attached hereto as **Exhibit A** and incorporated herein by this reference (the "Work") in a timely, expeditious, and professional manner. In the event of any conflicts between the Agreement and any of the attached exhibits, this Agreement shall prevail. Contractor shall be responsible for providing, at its cost and expense, all management, supervision, labor, materials, administrative support, supplies and equipment necessary to perform the Services as required by this Agreement.

2. Compensation

2.1 Compensation for Services. For satisfactory performance of the Services hereunder, the Town shall pay Contractor for the performance of the services detailed in this Agreement as provided in **Exhibit A** (the "Compensation"). The Compensation is inclusive of all reimbursable expenses and shall not be exceeded without the written authorization of the Town. The Town shall have no obligation to make any payments until such time as the Town accepts Contractor's performance as satisfactory. All payments under this Agreement shall be to the trade or business name of the Contractor. No payments will be personally made to an individual under this Agreement.

2.2 Unsatisfactory Invoices or Services. The Town may return any unsatisfactory invoices to the Contractor for revision, and may withhold payment thereof. The Town may withhold payment for Work which are not completed as scheduled, or which are completed unsatisfactorily, until completed satisfactorily and may deny payment for such Work upon termination of this Agreement.

2.3 Right of Set-Off. Without prejudice to any other right or remedy it may have, the Town reserves the right to set off at any time any amount owning to it by the Contractor against any amount payable by the Town to the Contractor under this Agreement.

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

2.5. Multi-Year Contracts. The obligations of the Town hereunder shall not constitute a general obligation indebtedness or multiple year direct or indirect debt or similar financial obligation within the meaning of the Constitution or laws of the State of Colorado.

3. Terms of Performance.

3.1 Time of Performance. Contractor shall complete the Work to the Town's satisfaction on the timeline provided in **Exhibit A**. The installation of holiday lights shall occur before Thanksgiving each year and shall remain on display until the end of the National Western Stock Show.

3.2 Independent Contractor. It is the express intention of the parties that the Contractor is not employed by the Town but is an independent contractor. Agents or employees of Contractor shall never be, hold themselves out as being, or be deemed to be an employee or agent of the Town. As an independent contractor, Contractor agrees, pursuant to C.R.S. § 8-40-202(2)(b)(iv), that it is not entitled to workers' compensation benefits and that Contractor, as an independent contractor, is obligated to pay federal and state income tax on any moneys earned pursuant to this Agreement.

3.3 Hazardous Materials. Contractor shall at all times comply with all applicable law, including without limitation all current and future federal, state, and local statutes, regulations, ordinances, and rules relating to: the emission, discharge, release or threatened release of a Hazardous Material into the air, surface water, groundwater or land; the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a Hazardous Material; and the protection human health, safety, or the indoor or outdoor environment, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601, *et seq*.; the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1801, *et seq*.; the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, *et seq*.; the Toxic Substances Control Act. 15 U.S.C. §§ 2601, *et seq*; the Clean Water Act, 33 U.S.C. §1251, *et seq*.; the Clean Air Act, 42 U.S.C. § 740, *et seq*.; the Occupational Safety and Health Act, 29 U.S.C. §§ 651, *et seq*.; all applicable environmental statutes of the State of Colorado; and all other federal, state or local statutes, laws, ordinances, resolutions, codes, rules, regulations, orders or decrees regulation, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

4. Termination. The Town may terminate this Agreement if (1) Contractor breaches the terms of this Agreement or (2) fails to produce a result that meets the specifications of this Agreement. In addition, the Town shall have the right in its sole discretion to terminate for any reason, upon thirty (30) days written notice. In the event of termination, payments will be made to Contractor for all work performed up to the date of termination.

5. **Insurance and Indemnification.**

5.1 Insurance. Contractor shall, at its own expense, keep in full force and effect during the term of this Agreement, and during the term of any extension thereof, insurance coverages in the following amounts:

General Liability	$1,000,000	Automobile Liability	$1,000,000
Damaged to Rented Equipment	$100,000	Workers Compensation	$100,000 each accident
Personal Injury	$1,000,000		$100,000 each person
General Aggregate	$2,000,000		$500,000 policy limit
Products Liability	$2,000,000		

The Town shall be a named as an additional insured on any required policy and Contractor shall furnish the Town with a Certificate of Insurance confirming required coverages.

5.2 Indemnification. Subject to the provisions of C.R.S. § 13-50.5-102(8), to the extent applicable to this Agreement, Contractor shall indemnify and hold harmless the Town, its elected officials, employees, contractors and agents against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of Contractor's performance under this Agreement and that of its subcontractors. Contractor shall not be obligated to indemnify the Town for the Town's own negligence.

6. **Miscellaneous.**

6.1 No Assignment. Neither Party may assign any part of this Agreement without the express written consent of the other Party.

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

6.3 Force Majure. No Party shall be in breach of this Agreement, if such Party's failure to perform any of the duties under this Agreement is due to Force Majure, which shall be defined as the inability to undertake or perform any of the duties under this Agreement due to acts of God, floods, fires, sabotage, terrorist attacks, strikes, riots, war, labor disputes, forces of nature, the authority and orders of government, or pandemics.

6.4 Third Parties. There are no intended third-party beneficiaries to this Agreement.

6.5 Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when presented or sent pre-paid, first class U.S. Mail to the Party at the address set forth on the first page of this Agreement.

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

6.7 Rights and Remedies. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed. Notwithstanding any language contained in **Exhibit A**, Contractor shall be responsible for any damage to Town Property.

6.8 Government Immunity. Nothing in this Agreement or in any action taken by the Town pursuant to this Agreement shall be construed to be a waiver, in whole or in part, of any right, privilege or protection of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq*., as amended.

6.9 Assignment. This Agreement shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, assigns, and successors.

6.10 Amendments. This Agreement represents the entire agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the Parties.

6.11 Governing Law/Venue. This Agreement shall be governed by the laws of the State of Colorado. Jurisdiction and venue for the resolution of any dispute or breach under this Agreement shall be in the applicable court for Arapahoe County, Colorado.

6.12 Attorney's Fees. In the event of default of either party leading to legal action to enforce any provision of this Agreement or to recover damages for a breach, the prevailing party shall be entitled to recover its attorney's fees and costs from the other party.

6.13 Counterparts. This Agreement may be executed in counterparts.

TOWN OF BOW MAR, COLORADO

____

Name: ________________________________

Title: ___________________________________

Attest:

____

Name: ________________________________

Title: ___________________________________

CONTRACTOR

____

Name: ________________________________

Title: ___________________________________

EXHIBIT A

WORK AND COMPENSATION

Line items

Name	Quantity	Unit price	Unit discount	Net price
Soft Wrap	1	$1,030.70	—	$1,030.70
Two evergreens in island at Prospect St, C9 Warm White				
Billing summary: Starts on effective date				
Pre-Lit	1	$379.79	—	$379.79
Deciduous tree in island at Prospect St, Warm White Mini				
Billing summary: Starts on effective date				
Soft Wrap	1	$1,294.51	—	$1,294.51
Evergreen clump on island at the Sheridan entrance, C9 Warm White				
Billing summary: Starts on effective date				
Pre-Lit	1	$412.50	—	$412.50
Smaller deciduous tree in island at the Sheridan entrance, Mini Warm White				
Billing summary: Starts on effective date				
Hard Wrap	1	$284.22	—	$284.22
Large deciduous tree in island at the Sheridan entrance. Mini Warm White				
Billing summary: Starts on effective date				
Soft Wrap	1	$1,241.90	—	$1,241.90
Two evergreen trees at Berry entrance, C9 Warm White				
Billing summary: Starts on effective date				
Hard Wrap	1	$419.63	—	$419.63
Evergreen tree at Berry entrance, Mini Warm White				
Billing summary: Starts on effective date				
Light takedown	1	—	—	—
Billing summary: Starts on effective date				
Free Repairs	1	—	—	—
Billing summary: Starts on effective date				
Extension Cords and Timers	1	—	—	—

Name	Quantity	Unit price	Unit discount	Net price
Billing summary: Starts on effective date				
Use of boom lift	1	–	–	–
Billing summary: Starts on effective date				

Subtotal	**$5,063.25**
Discount included in the subtotal	$0.00
Due on effective date The total amount due on the effective date, not including any future payments due later.	**$5,063.25**
Total contract value	**$5,063.25**

- Service Contract Quote: Mile High Lights LLC will provide a quote of cost and material usage to the Customer. The quote may be written or delivered verbally. Mile High Lights LLC will use the Customer's verbal description to approximate as closely as possible the described layout. If the Customer requests changes to any or all portions of commenced work, the Customer will be responsible for original and changed installation costs. The Customer will be notified prior to service of any surcharges.
- For safety and quality purposes, all lights, electrical cords, accessories, and other materials will be supplied and owned by Mile High Lights LLC.
- Customer requested additions and/or changes to the original quote may result in an increase to the actual price. Mile High Lights LLC reserves the right however, to decline any changes or additions requested by the Customer.
- Payment: 50% of payment is due before installation can begin. If the Customer requests any changes/additions to the decor during installation that results in additional fees, they must be paid in full before changes/additions are installed. Remainder of payment is due in full once work has been completed.
- Service: Mile High Lights LLC reserves the right to reject service to any property deemed unsafe by Mile High Lights LLC.

- Pricing includes: 1. Use of a stated quantity of lights and electrical accessories from the installation date through removal of Mile High Lights LLC, with Mile High Lights LLC being authorized to remove the display at any time after January 2nd. 2. Single-time installation of lights according to a layout planned and approved by the Customer. 3. Removal of lights and other materials, which Mile High Lights LLC will remove no later than February 28th.
- All designs, displays, or concepts and all Mile High Lights LLC supplied materials are the property of Mile High Lights LLC and all materials must be returned to Mile High Lights LLC.
- Mile High Lights LLC will fasten light strands to fascia boards using the industry standard “T-50” staples. If standard fastening methods are not possible, additional charges may apply.
- Mile High Lights LLC is not responsible for paint or wood loss or chipping on fascia boards. Mile High Lights LLC cannot guarantee consistent light bulb orientation due to twisting nature of light strands. Mile High Lights LLC also reserves the right to take and use photographs or video of the Customer's property for marketing and media purposes.
- Mile High Lights LLC is only required to provide services (including service calls) during the hours of 8 a.m. to 5 p.m., but Mile High Lights LLC reserves the right to provide services at any time prior to 10 p.m. on any day. The Customer authorizes Mile High Light LLC to come upon the Customer’s property for purposes related to this Contract at any time from the Effective Date until the lights and other property have been removed by Mile High Lights LLC.
- Electricity: The Customer must provide Mile High Lights LLC clear access to safe and adequate electricity commensurate with the volume of lights requested by the Customer. Mile High Lights LLC will require enough free circuits to successfully handle the electrical load of the lighting package. High wattage devices such as refrigerators or hair dryers must not be tethered to the lighting package circuits. Mile High Lights LLC will not be responsible for inadequate, faulty, or overloaded electrical sources at the place of service. If circuit breakers frequently need to be reset, this is often an indication of inadequate power supply and may require a service call to locate additional clean circuits and redistribute power. The Customer may be required to provide electrical connection from inside the house. Customers requesting large lighting packages may need to consult their electrician to provide additional power sources commensurate with package needs. Persistent moisture such as rain or melting snow will create an increase in electrical resistance up to double the load of the lighting package in dry weather. If the lighting package frequently resets circuit breakers in wet weather, the Customer will be responsible for providing additional clean circuits to Mile High Lights LLC for redistributing the power load. Customers should not tether personal lights or appliances to the Mile High Lights LLC lights as it may result in exceeding fuse or circuit limits and may require a service call. Service
- Calls: Mile High Lights LLC will test all lighting at completion of installation and will leave project fully functional. Mile High Lights LLC will provide the Customer with up to three FREE service calls between install date and December 23rd; however, a $100 service fee will apply to repairs that result from the

following: 1. Changes or other actions by the Customer such as tethering personal lights or other lights to Mile High Lights LLC lights. 2. Other acts, omissions, circumstances or occurrences outside of the control of Mile High Lights LLC.

- Mile High Lights LLC is in no event responsible for losses or damages to any lights or other materials supplied by Mile High Lights LLC after installation. Mile High Lights LLC will schedule service calls on a first come, first serve basis, but Mile High Lights LLC cannot guarantee the timing of any service call, and in particular between Christmas Eve and New Years. Any service fee is due at the time of the service call.
- Other Matters: Mile High Lights LLC is not responsible for any damages or losses to the Customer's home or other property. Mile High Lights LLC is also not responsible for any failure or delay in providing any or all of the services or for any damages or losses that are caused in any way by any acts, omissions, occurrences or circumstances beyond the control of Mile High Lights LLC, such as weather or any acts or omissions of the Customer or any other person.
- General: Any payment not made by the Customer when due shall bear interest at the rate of 10% per annum from the date the payment was due until it is paid. The Customer will also be responsible for any attorneys' fees and court costs incurred by Mile High Lights LLC in enforcing this Contract. This Contract sets out and includes the entire agreement between the Customer and Mile High Lights LLC, and can only be amended in writing signed by both the Customer and Mile High Lights LLC. By signing below, the Customer affirms that he/she has read this Contract and its terms and conditions and agrees to be bound by all the terms herein.

TOWN OF BOW MAR, COLORADO
RESOLUTION 2026-25

A RESOLUTION OF THE TOWN OF BOW MAR, COLORADO APPROVING A SERVICE AGREEMENT WITH VANCE BROTHERS INC. FOR STREET IMPROVEMENT SERVICES

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

WHEREAS, the Town of Bow Mar (the "Town") is in need of having street improvement services, including the slurry seal of Town roads; and

WHEREAS, Vance Brothers Incorporated ("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 hereinto 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 17th day of August 2026.

{Signature page to follow}

TOWN OF BOW MAR, COLORADO

By: ________________________________
Bryan Sperry, Mayor

ATTEST:

____
Sue Blair, Town Clerk