

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

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

Board Meeting

The regular meeting of the Board of Trustees of the Town of Bow Mar will begin at 6:00 p.m.
Call to Order, Roll Call and Pledge of Allegiance – Bryan Sperry

Agenda

- Approve Agenda

Public Comment

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

Other Matters

- Conduct a Public Hearing to Amend the 2025 Budget (enclosure)
- Review and Acceptance of 2025 Audit

Old Business

- Update Regarding Gate Installation and Traffic Calming Project
- Review and Approve Resolution for the Installation of Double Barrier Arm Gates at Prospect Street (enclosure)
- Berry Entrance Improvements Update

Consent Agenda

- Approval of the Minutes of the Special Meeting Held on March 16, 2026 (enclosure)
- Treasurer’s Report and Payments Approval

Commissioner’s Report

Public Safety	Mease, Cottrell (enclosure)
Finance	Chrisman
Building	Carlson
Parks and Recreation	Hinton

Public Works
Intergovernmental

Peterson
Osbourne-Manning

Clerk's Comments

- Next Regular Meeting is scheduled for Monday, May 18, 2026

Attorney's Report

Mayor's Report

New Business

- Review and Approve ABC Asphalt Contract (enclosure)
- Review and Approve On Call Signature Landscape Contract (enclosure)
- Review and Approve Ordinance For The Wireless Code Amendments (enclosure)
- Review and Approve Ordinance Clarifying the Town of Bow Mar's Code, Section 16-5(b)(1), To Provide Consistent and Uniform Measurements of All Dwellings By Clarifying The "Front Setback Line" Means Within the Building Envelope (enclosure)
- Review and Approve Briana's Park Maintenance Proposal (enclosure)
- Review and Approve the Forged Fiber 37 Master Licensing Agreement for telecommunications facilities located within the Town, including facilities within the Town's Public Rights-of-Way (enclosure)

Adjournment

**TOWN OF BOW MAR, COLORADO
RESOLUTION TO AMEND 2025 BUDGET AND
APPROPRIATE ADDITIONAL FUNDS
RESOLUTION 2024-R-12**

WHEREAS, the Board of Trustees of the Town of Bow Mar (the “Town”) certifies that at a regular meeting of the Board of Trustees of the Town held on April 20, 2026, a public hearing was held regarding the 2025 amended budget, and, subsequent thereto, the following Resolution was adopted by affirmative vote of a majority of the Board of Trustees:

WHEREAS, the Board of Trustees of the Town adopted a budget and appropriated funds for the fiscal year 2025 as follows and as set forth in Attachment A:

General Fund	\$3,283,964
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and;

WHEREAS, the necessity has arisen for additional expenditures by the Town due to additional costs relating to road maintenance and repair which could not have been reasonably anticipated at the time of adoption of the budget, requiring the expenditure of funds in excess of those appropriated for fiscal year 2025; and

WHEREAS, funds are available for such expenditure from the previous years fund balance.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Town does hereby amend the adopted budget for fiscal year 2025, as follows:

General Fund	\$3,444,076
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BE IT FURTHER RESOLVED, that such sums are hereby appropriated from the revenues of the Town to the funds named above for the purpose stated, and that any ending fund balances shall be reserved for purposes of complying with Article X, Section 20 or the Colorado Constitution

ADOPTED this 20th day of April, 2026.

TOWN OF BOW MAR

Bryan Sperry, Mayor

ATTEST:

Sue Blair, Town Clerk

EXHIBIT A

**TOWN OF BOW MAR
GENERAL FUND
2025 AMENDED BUDGET**

	Budget Amounts	
	Adopted	Amended
REVENUES		
Arapahoe County Taxes		
Property tax	\$ 438,954	\$ 438,954
Motor vehicle	2,000	2,000
Road and bridge	6,000	6,000
Specific ownership taxes	26,337	26,337
Property tax - roads	330,911	330,911
Specific ownership tax - roads	19,855	19,855
Total Arapahoe county taxes	824,057	824,057
Jefferson County Taxes		
Property tax	165,832	165,832
Motor vehicle	1,000	1,000
Road and bridge	11,000	11,000
Specific ownership taxes	9,950	9,950
Property tax - roads	125,015	125,015
Specific ownership tax - roads	7,501	7,501
Total Jefferson county taxes	320,298	320,298
Intergovernmental		
Cable TV franchise fee	16,500	16,500
Cigarette tax	1,100	1,100
Highway users tax	32,000	32,000
Total intergovernmental	49,600	49,600
Fees		
CenturyLink franchise fee	1,500	1,500
Xcel franchise fee	45,000	40,000
Total fees	46,500	41,500
Building permits		
Building permits	150,000	170,000
Contractor license fees	12,000	13,000
Transportation utility fees	82,665	125,000
Total building permits	244,665	308,000
Conservation trust fund	7,000	6,500
Grant	455,000	455,000
Interest	90,100	90,000
Other	500	700
TOTAL REVENUES	2,037,720	2,095,655
EXPENDITURES		
General Government		
ADA compliance	5,000	15,000
Audit	14,000	14,500
Building IGA	20,000	20,000
Building inspection	66,000	64,000
Contributions	1,000	17,500
County treasurer fees	10,607	10,607
Dues and publications	2,500	2,500
Legal	65,500	31,500

EXHIBIT A

**TOWN OF BOW MAR
GENERAL FUND
2025 AMENDED BUDGET**

	Budget Amounts	
	<u>Adopted</u>	<u>Amended</u>
Legal notices	1,200	100
Liability & workers comp insurance	9,000	6,000
Mayoral expense	510	-
Miscellaneous	2,000	1,300
Security	18,450	84,447
Supplies	6,000	5,000
Telephone	1,200	1,200
Town clerk and accounting services	150,000	127,000
Website	4,800	100
Total general government	<u>377,767</u>	<u>400,754</u>
Public Safety		
IGA - Columbine Valley	372,797	372,797
Miscellaneous	3,000	1,800
Total public safety	<u>375,797</u>	<u>374,597</u>
Parks and Recreation		
Conservation trust fund expenditures	7,100	6,800
Dumpster	6,000	-
Maintenance - landscape	105,000	57,000
Miscellaneous	6,000	1,100
Pocket park	304,000	273,000
Sheridan Lifescape upgrades	-	
Utilities	6,500	7,200
Total parks & recreation	<u>434,600</u>	<u>345,100</u>
Public Works		
Maintenance - Public Works	100,000	135,000
Road improvements	1,925,000	2,136,000
Salt and sand	7,800	1,625
Snow plowing	27,000	15,000
Town drainage issues	36,000	36,000
Total public works	<u>2,095,800</u>	<u>2,323,625</u>
TOTAL EXPENDITURES	<u>3,283,964</u>	<u>3,444,076</u>
EXCESS OF REVENUES OVER EXPENDITURES	<u>(1,246,244)</u>	<u>(1,348,421)</u>
OTHER FINANCING SOURCES		
Subscription-Based IT Arrangement	<u>-</u>	<u>58,947</u>
NET CHANGE IN FUND BALANCE	(1,246,244)	(1,289,474)
BEGINNING FUND BALANCE	<u>2,065,086</u>	<u>2,243,767</u>
ENDING FUND BALANCE	<u>\$ 818,842</u>	<u>\$ 954,293</u>

**TOWN OF BOW MAR, COLORADO
RESOLUTION 2026-10**

**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF BOW MAR,
REGARDING INSTALLATION OF DOUBLE BARRIER ARM GATES AT THE
PROSPECT STREET ROUNDABOUT FOR PUBLIC SAFETY PURPOSES**

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

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

WHEREAS, in order to mitigate cut through traffic, Town residents have been suggesting the need for gates at certain street locations in Bow Mar for many years. More recently, the Board of Trustees for the Town of Bow Mar (the “Board”) and staff have heard from numerous residents regarding continued public safety issues, including vehicle crashes, caused by cut-through traffic in Town, and discussed these issues and related mitigation at its regular meetings held on September 22, 2025, October 20, 2025, November 17, 2025, December 8, 2025, January 12, 2026, February 9, 2026, and March 16, 2026; and

WHEREAS, in an early effort to promote public safety by mitigating cut through traffic, the Town temporarily closed Prospect Street by installing Jersey barriers in October 2025; and

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

WHEREAS, on March 16, 2026, after a public hearing at the regular meeting, the Board approved and adopted, in Resolution 2026-05, the gate installation at South Sheridan Boulevard and traffic calming devices at (1) West Belleview Avenue at the Belleview entrance, (2) West Berry Avenue, and (3) South Sheridan Boulevard at the Sheridan entrance, directed staff to continue with the creation of a Traffic Control and Gate Policy, to obtain the follow-up information described in the Resolution, and to continue discussions with neighboring jurisdictions as described in this Resolution. The Board additionally approved a budget not to exceed \$310,000 for the gate installation and various traffic calming devices; and

WHEREAS, the Board desires to install double barrier arm gates at the Prospect Street roundabout in order to reach the Town’s public safety goals of reducing cut through traffic; and

WHEREAS, one barrier arm will be located at the entrance to the roundabout at Prospect Street and another barrier arm will be located at the exit to the roundabout at Prospect Street as shown in **Exhibit A**; and

WHEREAS, the Board approves the budget for the final design of the double barrier arm gates for the Prospect Street roundabout. The budget is not to exceed \$100,000. Should the final designs prepared exceed \$100,000, the Board will set the matter to be discussed at a regularly scheduled public meeting; and

WHEREAS, this Resolution directs the Town Staff to proceed with the design and installation of the double barrier arm gates at the Prospect Street roundabout referenced herein, subject to the Board (i) giving final approval to double barrier gates installation cost if in excess of \$100,000, and (ii) approving final contracts for related work.

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

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

Section 2. The Board approves and adopts the double barrier gates installation at the Prospect Street roundabout, directs staff to continue with the creation of a Traffic Control and Gate Policy in light of the double barrier gates installation, and to obtain the follow-up information described in this Resolution.

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

ADOPTED this 20th day of April, 2026.

TOWN OF BOW MAR, COLORADO

By: _____

Bryan Sperry, Mayor

ATTEST:

Sue Blair, Town Clerk

EXHIBIT A

Double Barrier Arm Gate at Prospect Street Roundabout



RECORD OF PROCEEDING

MINUTES OF A REGULAR MEETING OF THE BOARD OF TRUSTEES OF

THE TOWN OF BOW MAR

HELD MONDAY, MARCH 16, 2026

A regular meeting of the Board of Trustees of the Town of Bow Mar, Colorado, was held on Monday, March 16, 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
Jim Chrisman
Chris Mease
Liz Manning
David Peterson
Jane Carlson

Also, in attendance were:

Michaela Szilagyi, Wilson Williams Fellman Dittman
Sue Blair; CRS of Colorado
Kayla Blair, CRS of Colorado
Bret Cottrell, Police Chief; Columbine Valley Police
Brenda Sears, Resident
David Baker, Resident
Toby Erickson, Resident
Barclay Miller, Resident
John Pierson, Resident
Rachel Wagner, Resident
Brus Osborne, Resident
Mark McKissick, Resident
Tom Berger, Resident
Dan Manning, Resident
Mike Gent, Deputy City Manager, City of Littleton

AGENDA:

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

PUBLIC COMMENT

Mark McKissick addressed the Board, stating he has lived in the Town for over 30 years and has three sons. He shared that he recently learned about the proposed closure of Prospect and the installation of a gate at Belleview, noting that these are significant changes for the Town. He asked for clarification on the process and expressed his opposition to the gates, stating he prefers the neighborhood to remain open. He suggested considering alternatives such as speed bumps or other traffic-calming measures, which may also be more cost-effective for the Town. Mr. McKissick encouraged the Board to carefully consider their decisions and ensure they are following sound principles.

Brus Osborne thanked the Board and reminded them that the primary purpose of the gates is to enhance safety. She emphasized that this decision is important for the community and believes it will make the Town safer.

Mike Gent, Deputy City Manager, City of Littleton, thanked the Board for the opportunity to attend the meeting. He addressed the seriousness of closing public roads and urged the Board to carefully consider the potential consequences. He also referenced the previous meeting, noting that the Mayor of Littleton and the Town's engineer had expressed concerns. He emphasized that this is a regional matter and encouraged a more strategic approach. He offered to meet with the Board to collaborate and expressed a desire to ensure continued benefits for both the Town and the City.

John Pierson thanked the Board and expressed that there is a great deal of confusion following the last meeting. He stated that the items voted on previously do not appear to align with the current agenda and requested clarification on the new items. He emphasized that safety remains the Town's top priority and noted that he continues to support the installation of gates at two locations.

Barclay Miller thanked the Board for taking the initial step toward installing a gate at Sheridan. He acknowledged that this will likely be a multi-phase project and stated that it should help reduce cut-through traffic in the Town. He expressed concern that closing Prospect would create a significant inconvenience for residents. Regarding Belleview, he noted there have been numerous accidents and DUI incidents in the area and raised concerns that a vehicle could become trapped and redirect toward the tennis courts, potentially creating additional safety issues. He encouraged the Board to begin making decisions before the new apartment complex is completed. He emphasized that safety is the top priority and expressed strong support for installing a gate at Belleview, as well as full support for the gate at Sheridan.

Dave Baker addressed the Board regarding the barricade on Prospect. He stated that he and his neighbors are already feeling the effects, noting that the street is becoming a main artery for traffic. He expressed concern that the process feels like two steps when it should be one—first reducing traffic and then evaluating next steps. He emphasized that the Board should consider overall traffic circulation for the entire neighborhood when making decisions.

OLD BUSINESS

Update – Matrix Design Group Traffic Consulting: Mayor Sperry and Trustee Chrisman reviewed the updated findings and proposed traffic solutions, followed by an extensive discussion that included questions and further deliberation. Upon a motion duly made, seconded, and unanimously approved, the Resolution Regarding Gate Design and Installation and Other Traffic Mitigation Measures on Town Roads for Public Safety Purposes was amended. Trustee Chrisman also proposed closing Prospect as the safest option to protect residents on Prospect and Wagon Trail from reckless drivers; however, the proposal did not receive support. Trustee Hinton noted for the record that she voted against the amended resolution regarding gate design and installation, as it provides for the design and installation of a gate without closing Tuffs Avenue, which she does not support. Trustee Hinton further clarified that the Board had previously voted in favor of the original resolution at the February meeting, which required the closure of Tuffs Avenue, and requested that these details be reflected in the meeting minutes.

CONSENT AGENDA

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

COMMISSIONERS REPORT:

Public Safety: Trustee Mease reported to the Board that it was a quiet month and there were fewer traffic issues. He is coordinating different events with the police for education purposes. He has also been working with the Chief and by next meeting, he should have an education card for e-bike safety. Police Chief Cottrell reviewed his report with the Board and stated that an e-blast is being prepared regarding e-bike safety.

Finance: Trustee Chrisman stated that expenses are within budget.

Building: Trustee Carlson reviewed the monthly report with the Board. During the month of February, the Town collected \$1,392.00 in permit fees, \$960.00 in license fees and \$371.60 in transportation utility fees, for a total collection of \$ 2,723.60. The payment to the building inspector was 3,360.00.

Parks and Recreation: Trustee Hinton informed the Board that all the backflows have been tested and passed.

Public Works: Nothing to report currently.

Intergovernmental: Trustee Manning let the Board know that they had to re-issue the trash contract to Republic for review and she is hoping it will be available for approval at the next meeting of the Board.

CLERK’S COMMENTS:

Ms. Blair confirmed that the next meeting will be held on Monday, April 20, 2026. Trustee Chrisman stated that he will not be in attendance at the April or May meetings.

ATTORNEY REPORT: Nothing to report currently.

MAYOR’S REPORT:

Mayor Sperry spoke about the gate process, noting that it has been a challenging project. He thanked the entire Board for their persistence throughout the process and for staying focused on finding a solution. He acknowledged that the Town has made significant progress on the issue and expressed appreciation to the residents who have attended meetings and provided input. He also thanked neighboring cities for taking the time to understand the importance of this issue to the Town.

NEW BUSINESS:

Review of the Design Review Board Bios: Trustee Carlson reported that there are four openings on the DRB and that four applications were received. Upon motion duly made, seconded, and unanimously carried, the four openings will be filled by David Komatz, Dan Crass, Eric Tscharner and Rick Pilgrim.

Consideration of Lifescapes Summer Color - Contract: Trustee Hinton reviewed the contract with the Board. Upon motion duly made, seconded, and unanimously carried, the contract and resolution were approved as presented.

Consideration of Architerra - Berry Entrance Conceptual Design – Contract: Trustee Hinton reviewed the contract with the Board. Upon motion duly made, seconded, and unanimously carried, the contract and resolution was approved as presented.

Ordinance Related to Enforcement of Motor Vehicle Statutes Related to Vehicle Registration and License Plate Requirement in Response to House Bill 25-1112: Trustee Mease reviewed the Ordinance with the Board. Upon motion duly made, seconded, and unanimously carried, the ordinance was approved as presented.

ADJOURNMENT

There being no further business to come before the Board, the meeting was adjourned at 8:34 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 April 2026

Full Time Positions	6 of 6
Part Time Positions	3 of 5
Regular hours	1050
OT hours worked	18
Off Duty	0
PTO	120

March 2026 Violations

Charges For the Date Range 3/1/2026 Thru 3/31/2026

Qty	Charge
10	1101(2)(H) SPEEDING 10 - 19 MPH OVER (56/45):
6	703(3) FAIL TO STOP AT A STOP SIGN:
4	1101(2)(H) SPEEDING 10 - 19 MPH OVER (59/45):
4	1101(2)(H) SPEEDING 10 - 19 MPH OVER (55/45):
2	1101(2)(H) SPEEDING 10 - 19 MPH OVER (63/45):
2	1101(2)(H) SPEEDING 10 - 19 MPH OVER (62/45):
1	1101(2)(H) SPEEDING 10 - 19 MPH OVER (58/45):
1	1101(2)(H) SPEEDING 10 - 19 MPH OVER (48/35) SZ:
1	604 TRAFFIC CONTROL SIGNAL:
1	1101(2)(H) SPEEDING 10 - 19 MPH OVER (66/45):
1	1101(2)(H) SPEEDING 10 - 19 MPH OVER (57/45):
1	1101(2)(H) SPEEDING 10 - 19 MPH OVER (60/45):
1	1409 COMPULSORY INSURANCE:
1	1101(2)(H) SPEEDING 10 - 19 MPH OVER (54/35):
36	Total Number of Violations Issued

Monthly Case # Report

Case Number	Event Date	Situation Reported
CV26-000020	03/03/2026 04:12:19 PM	TRAFFIC STOP IP
CV26-000021	03/03/2026 05:09:20 PM	TRAFFIC ARREST IP
CV26-000022	03/05/2026 08:57:06 PM	Drug Violation
CV26-000023	03/13/2026 12:22:29 PM	Identity Theft
CV26-000024	03/17/2026 11:36:12 AM	Fraud
CV26-000025	03/22/2026 05:49:26 PM	Fraud
CV26-000026	03/24/2026 06:34:06 PM	TRAFFIC STOP IP
CV26-000027	03/31/2026 03:50:08 PM	TRAFFIC STOP IP
CV26-000028	03/31/2026 05:38:41 PM	TRAFFIC ARREST IP

Problem Type Summary

9:10 AM 4/16/2026

Data Source: Data Warehouse

Agency: ACSO

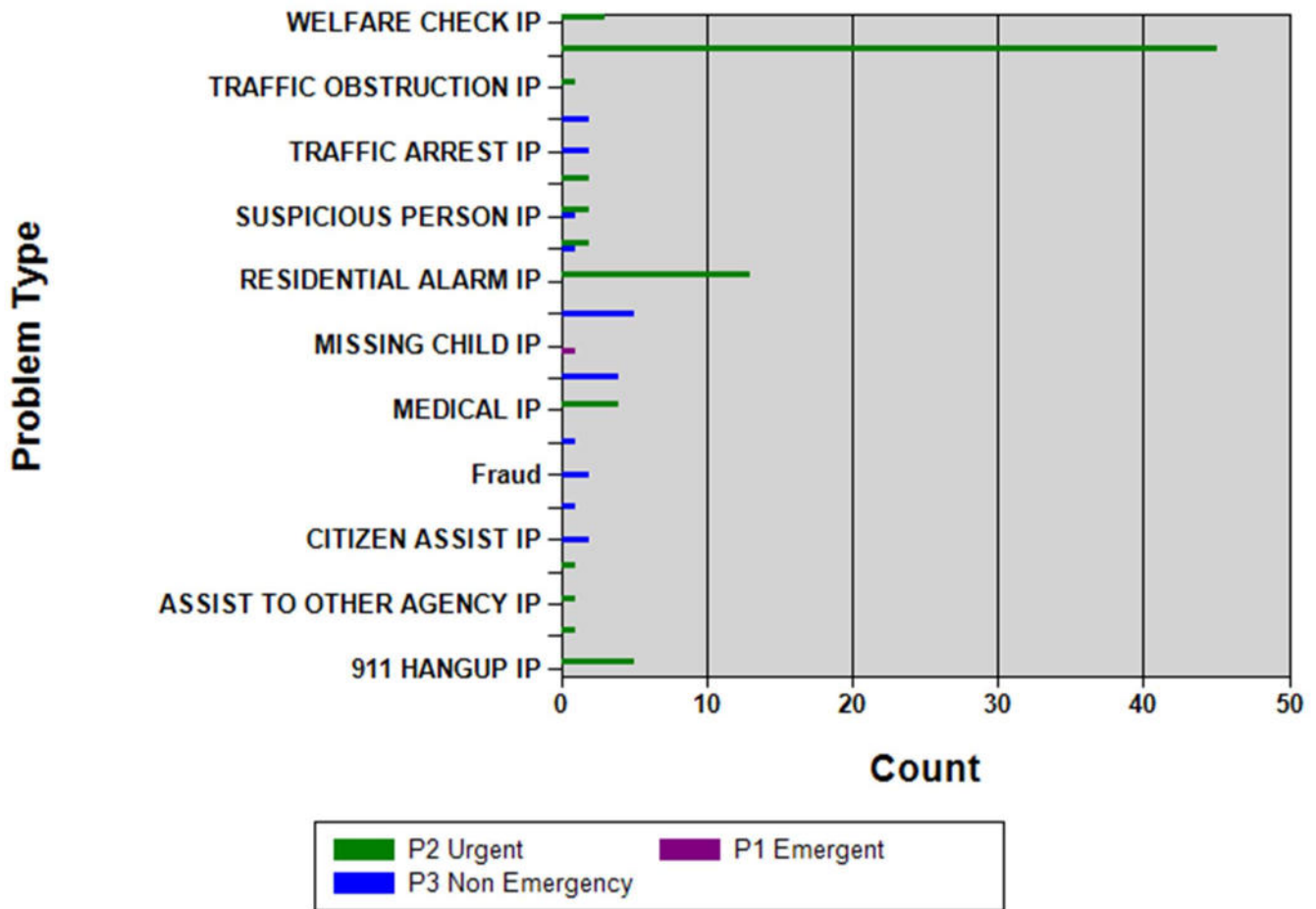
Division: Bow Mar, Bow Mar Inactive Personnel, Columbine Valley, Columbine Valley Inactive Pers

Day Range: Date From 3/1/2026 To 3/31/2026

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

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

Identity Theft			<u>1</u>						<u>1</u>
IDENTITY THEFT IP									
IMPOUNDED VEHICLE IP									
INFORMATION IP									
Injury Accident									
INJURY ACCIDENT IP									
INTIMIDATING A WITNESS IP									
KEEP THE PEACE IP*									
LIQUOR VIOLATION IP									
LOUD NOISE COMPLAINT IP									
MEDICAL IP		<u>4</u>							<u>4</u>
Menacing									
MENACING IP									
MENTAL SUBJECT IP									
MESSAGE FOR DEPUTY IP			<u>4</u>						<u>4</u>
MISSING CHILD IP	<u>1</u>								<u>1</u>
Missing Person									
MISSING PERSON IP									
OBSTRUCTION IP									
ODOR INVESTIGATION IP									
OPEN DOOR IP*			<u>5</u>						<u>5</u>
OVERSIZED VEHICLE IP*									
PARKING COMPLAINT IP*									
POSS SHOTS FIRED IP									
Property Accident									
PROPERTY ACCIDENT IP									
PUFFING VEHICLE IP*									
RECOVERED STOLEN PROPERTY IP									
RECOVERED STOLEN VEHICLE IP									
REDI REPORT IP									
REPOSSESSED VEHICLE IP									
RESIDENTIAL ALARM IP		<u>13</u>							<u>13</u>
Restraining Order Vio									
RESTRAINING ORDER VIO IP									
Robbery									
ROBBERY IP									
Runaway									
RUNAWAY IP									
SAFE 2 TELL									
SELECTIVE ENFORCEMENT IP*									
Sex Assault									
SEX ASSAULT IP									
Sex Crime									
SEX CRIME IP									
Shots Fired									
SHOTS FIRED IP									
SOLICITING IP									
Suicide Attempt									
SUICIDE ATTEMPT IP									
SUICIDE COMPLETED IP									
SUICIDE THREAT IP									
SUSPICIOUS CIRCUMSTANCE IP		<u>2</u>	<u>1</u>						<u>3</u>
SUSPICIOUS PERSON IP		<u>2</u>	<u>1</u>						<u>3</u>
SUSPICIOUS VEHICLE IP		<u>2</u>							<u>2</u>
Theft									
Theft from Motor Vehicle									
THEFT FROM MOTOR VEHICLE IP									

THEFT IP									
TRAFFIC ARREST IP			<u>2</u>						<u>2</u>
Traffic Complaint									
TRAFFIC COMPLAINT IP			<u>2</u>						<u>2</u>
TRAFFIC OBSTRUCTION IP		<u>1</u>							<u>1</u>
TRAFFIC STOP IP		<u>45</u>							<u>45</u>
TRANSPORT IP									
Trespass to Property									
TRESPASS TO PROPERTY IP									
Trespass to Vehicle									
TRESPASS TO VEHICLE IP									
UNKNOWN INJURY ACCIDENT IP									
UNLAWFUL ACTS IP									
UNWANTED SUBJECT IP									
VEHICLE LOCKOUT IP									
VIN VERIFICATION IP									
WALK UP IP									
WARRANT ARREST IP									
WARRANT PICKUP IP									
Weapons Violation									
WEAPONS VIOLATION IP									
WELFARE CHECK IP		<u>3</u>							<u>3</u>
ZZ-Animal Call									
ZZ-Suspicious Person									
ZZ-Suspicious Vehicle									
ZZ-Unwanted Subject									
ZZ-ZONING IP									
Total	<u>1</u>	<u>80</u>	<u>21</u>						<u>102</u>

Bow Mar Calls For Service

<u>Incident</u>	<u>Case Numbers</u>	<u>Units</u>	<u>Priorit v</u>	<u>Problem</u>	<u>Address</u>	<u>Response Date</u>
BM2026-0000025		409	P3	SUSPICIOUS PERSON IP	5295 RIDGE TRL	3/1/2026 12:43
BM2026-0000026		RESC	P2	MEDICAL IP	[REDACTED]	3/4/2026 10:04
BM2026-0000027		RESC	P2	MEDICAL IP	[REDACTED]	3/6/2026 20:43
BM2026-0000028		402	P2	RESIDENTIAL ALARM IP	5200 ASPEN DR	3/7/2026 7:06
BM2026-0000029		406	P2	911 HANGUP IP	5005 LARKSPUR ST	3/9/2026 0:26
BM2026-0000030		403	P2	RESIDENTIAL ALARM IP	5260 LAKESHORE DR	3/9/2026 21:01
BM2026-0000031		403	P2	RESIDENTIAL ALARM IP	5260 LAKESHORE DR	3/9/2026 21:29
BM2026-0000032		404, 405	P2	911 HANGUP IP	5005 LARKSPUR ST	3/10/2026 15:09
BM2026-0000033		405	P3	TRAFFIC COMPLAINT IP	PROSPECT ST / BOW MAR DR	3/10/2026 19:12
BM2026-0000034		405, 407	P3	INCREASE PATROL IP*	5355 YELLOWSTONE ST	3/11/2026 15:57
BM2026-0000035		409	P2	911 HANGUP IP	5055 LARKSPUR ST	3/14/2026 11:52
BM2026-0000036			P2	911 HANGUP IP	5005 LARKSPUR ST	3/15/2026 18:10
BM2026-0000037		401	P2	911 HANGUP IP	5205 LAKESHORE DR	3/16/2026 7:18
BM2026-0000038		405	P2	ASSIST TO OTHER AGENCY IP	5175 BOW MAR DR	3/16/2026 19:32
BM2026-0000039		409, 410	P2	RESIDENTIAL ALARM IP	5131 JUNIPER ST	3/21/2026 14:37
BM2026-0000040		401	P3	MESSAGE FOR DEPUTY IP	5000 JUNIPER ST	3/25/2026 10:47
BM2026-0000041		403	P2	JUVENILE COMPLAINT IP	PINYON DR / LAKESHORE DR	3/25/2026 20:54
BM2026-0000042		410	P3	MESSAGE FOR DEPUTY IP	5415 SOMBRERO	3/28/2026 13:26
BM2026-0000043		406	P2	911 HANGUP IP	5550 SUNSET DR	3/29/2026 21:10
CV2026-0000158		404	P2	TRAFFIC STOP IP	S SHERIDAN BLVD / W TUFTS AVE	3/3/2026 18:21
CV2026-0000174		404	P2	TRAFFIC STOP IP	4903 BOW MAR DR	3/10/2026 15:36
CV2026-0000195		404	P2	TRAFFIC STOP IP	BOW MAR DR / RIDGE TRL	3/17/2026 15:28
CV2026-0000196		404	P2	TRAFFIC STOP IP	BOW MAR DR / ASPEN DR	3/17/2026 15:53
CV2026-0000218		404	P2	TRAFFIC STOP IP	S SHERIDAN BLVD / W TUFTS AVE	3/24/2026 16:12
CV2026-0000219		404	P2	TRAFFIC STOP IP	BOW MAR DR / LAKESHORE DR	3/24/2026 16:33
CV2026-0000230		404	P2	TRAFFIC STOP IP	4698 S SHERIDAN BLVD	3/27/2026 12:03
CV2026-0000239		404	P2	TRAFFIC STOP IP	S SHERIDAN BLVD / LONGHORN	3/31/2026 17:04

THIS SERVICES AGREEMENT (the “Agreement”) is entered into this March 16, 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. 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 owing 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.

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.*

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**

(attached)

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
Unloader	\$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)
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Misc:

Disposal fees	\$350.00 per load (excludes trucking costs)
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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)
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Misc:

Disposal fees	\$350.00 per load (excludes trucking costs)
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**TOWN OF BOW MAR, COLORADO
RESOLUTION 2026-07**

**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 hereto 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 16th day of March 2026.

TOWN OF BOW MAR, COLORADO

By: _____
Bryan Sperry, Mayor

ATTEST:

Sue Blair, Town Clerk

THIS SERVICES AGREEMENT (the “Agreement”) is entered into this March 16, 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 Signature Landscape Company, LLC (“Contractor”), a Colorado corporation with a principal place of business at 300 East Mineral Avenue, Suite 1, Littleton, Colorado (each a “Party” and collectively, the “Parties”).

WHEREAS, the Town desires to establish an “on call” contract with Contractor to perform services and related work 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 as requested by the Town on an “on-call” basis and as set forth in Contractor’s list of services 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 this Agreement shall be for one year from the date of execution of 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 owing 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 the Town requests such services. 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.

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.*

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: _____

SIGNATURE LANDSCAPE COMPANY, LLC

Name: _____

Title: _____

EXHIBIT A
SCOPE OF SERVICES
(attached)

- 16 Compose
- Mail
- Inbox
- Starred
- Snoozed
- Important
- Sent
- Drafts
- Purchases
- Social
- Updates
- Forums
- Promotions
- More
- Labels
- [Gmail]
- [Gmail]All Mail
- [Imap]/Drafts
- AARP
- ADT
- Amyntas Security
- Nuclear
- Ashley
- ATC
- Upgrade

Landscape T&M Rates

Project Manager/ Superintendent	\$ 130.00 HR
Foreman	\$ 75.00 HR
Operator	\$ 75.00 HR
Labor	\$ 55.00 HR
Skidsteer	\$ 150.00 HR
Water Truck & Guy	\$ 120.00 HR
Mini x	\$150.00 HR
Tandem Dump Truck	\$135.00 HR
Irrigation Tech	\$ 75.00 HR

Over time rates may apply @ 1.5x the hourly rate

Services:

Drainage issues, sprinkler repairs, tree removal, plant health care, brush clearing and general clean ups, shrub trimming, retaining walls, patios (flagstone, pavers, concrete) concrete flatwork, ground cover installs, seeding, native mowing, tree and shrub installs, irrigation installs, debris removal and haul off. General landscape and irrigation, if there is something you a question about feel free to ask.

**TOWN OF BOW MAR, COLORADO
RESOLUTION 2026-08**

**A RESOLUTION OF THE TOWN OF BOW MAR, COLORADO APPROVING AN
AGREEMENT WITH SIGNATURE LANDSCAPE COMPANY, LLC FOR ON-CALL
LANDSCAPING 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.*;

WHEREAS, the Town of Bow Mar (the “Town”) is in need of on-call landscaping services;

WHEREAS, Signature Landscape Company, LLC (“Contractor”) has held itself out to the Town as having the requisite qualifications and experience to perform said services;

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 16th day of March 2026.

TOWN OF BOW MAR, COLORADO

By: _____
Bryan Sperry, Mayor

ATTEST:

Sue Blair, Town Clerk

**TOWN OF BOW MAR, COLORADO
ORDINANCE NO. 345**

**AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF BOW MAR
AMENDING CHAPTER 16, ARTICLE II OF THE BOW MAR MUNICIPAL CODE
CONCERNING WIRELESS COMMUNICATIONS FACILITIES**

WHEREAS; pursuant to C.R.S. Section 31-15-103 the Town of Bow Mar (the “Town”) has the authority to make and publish ordinances; and

WHEREAS, pursuant to 47 U.S.C. Section 332(c)(7), the Town retains the right to exercise generally-applicable regulations concerning the placement, construction, and modification of wireless communications facilities (“WCFs”) within the Town; and

WHEREAS, pursuant to that authority, the Board of Trustees for the Town of Bow Mar (“the Board”) previously enacted Chapter 16, Article II of the Bow Mar Municipal Code (the “Code”) which regulates the placement, construction, and modification of WCFs in Bow Mar; and

WHEREAS, 47 U.S.C. Section 332(c)(7)(B)(i)(II) prohibits local governments from enacting regulations which prohibit or have the effect of prohibiting the provision of personal wireless services. In the context of this prohibition, between 2009 and 2020, the Federal Communications Commission has promulgated a variety of rules which establish “shot clocks” within which local governments must respond to applications for the placement, construction, or modification of WCFs; and

WHEREAS, pursuant to 47 C.F.R. Section 1.6100(c)(3), local governments are required to respond within sixty days to applications which do not substantially change the physical dimensions of a WCF or its support structure and involve the collocation, like-for-like replacement, or removal of transmission equipment (“eligible facilities requests” or “EFRs”); and

WHEREAS, as passed by the General Assembly and signed into law by Governor Polis, HB25-1056 established new regulations and preemptions of local authority concerning the construction and modification of WCFs; and

WHEREAS, as modified by HB25-1056, C.R.S. Section 29-27-405(1) prohibits local governments like the Town from requiring permits for applications which meet the federal requirements for an EFR; and

WHEREAS, notwithstanding the prohibition on permits for EFR applications, C.R.S. Section 29-27-405(2) allows local governments to enforce any generally-applicable and non-discriminatory building, electrical, fire, or other safety requirements – including any permits required to comply with those requirements – for any WCF applications including applications which meet the federal requirements for an EFR; and

WHEREAS, in the interest of the health, safety, and welfare of the citizens of the Town, and visitors to the Town, the Board determines that there is need to clarify the process for applications which meet the federal requirements for an EFR within the Town, and to ensure that all other applicable Town ordinances and policies concerning the placement, construction, and modification of WCFs within the Town are applied consistent with federal and state law, by amending Chapter 16, Article II of the Code as more fully set forth herein.

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

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

Section 2. Chapter 16, Article II of the Code is hereby amended as reflected below (deletions in strikethrough and additions in underline):

* * *

Sec. 16-33. – Standards for all WCFS.

* * *

(g) Permits. Consistent with C.R.S. § 29-27-405(2), the Town may ensure that all work on WCFs – including Eligible Facilities Requests – within the Town that impacts public safety is conducted in accordance with all generally-applicable and non-discriminatory Town building, electrical, fire, or other safety permit requirements as follows:

(1) All work on WCFs which occurs within or otherwise impacts any Town rights-of-way by its very nature impacts public safety including without limitation the need to ensure the structural stability of facilities and associated infrastructure, ensuring adequate sightlines for both pedestrian and vehicular traffic, and the need control and re-route traffic; and

(2) If the Town Public Works Commissioner or their designee determines that any work to be conducted on a WCFs located on private property impacts public safety – including without limitation the need to ensure the structural stability of facilities and associated infrastructure – the Town may require generally applicable permits in accordance with this section.

* * *

Sec. 16-39. – Application and approval.

* * *

(f) Approval. Within ninety (90) days of receipt of a completed application for administrative approval, the Town shall issue a written decision approving or denying the application. This time period may be tolled only by mutual agreement or where an application is incomplete. If the application is approved, the applicant may apply for a building permit. If the application is denied, the applicant may file an appeal with the Board of Adjustment. The decision of the Board of Adjustment shall be final. Except for Eligible Facilities Requests, which are subject to the procedures of section 16-40, any decision to approve, approve, with conditions, or

deny an application for a WCF shall be in writing, supported by substantial evidence in the written record, and shall be issued by the Town as follows:

(1) For Small Cell Facilities installed on an existing tower of base station: within sixty (60) days;

(2) For Small Cell Facilities installed on a new tower or base station or the collocation or modification of an existing WCF: ninety (90) days ; or

(3) For all other WCFs: one hundred fifty (150) days.

(4) The applicable timeframe for review may be tolled if the Town determines that it cannot reasonably and adequately review the application and is also reviewing a previously submitted land use application related to housing intended to provide affordable or attainable housing, renewable energy projects, projects of governmental entities, or any other project that state federal, or local law establishes a timeline for review.

(5) The timeframes for review under this subsection shall apply only to applications for WCFs under this Article, and any other application specific to a specific wireless site, and shall not apply to any building, right-of-way, or any other non-wireless site-specific permit issued by the Town pursuant to the provisions of this Code. Unless agreed to by applicant and the Town, if a decision on the application is not issued according to the timeframe provided above, the application shall be deemed approved and the permit shall be issued. If the approval is for a concealed WCF, the written decision shall specifically identify that the WCF is a concealed facility.

* * *

Section 4. Safety Clause. The Board of Trustees hereby finds, determines, and declares that this ordinance is necessary and proper for the health, safety, and welfare of the Town and its residents.

Section 5. Severability. If any part, section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of the ordinance. The Board of Trustees hereby declares that it would have passed the ordinance including each part, section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that one or more part, section, subsection, sentence, clause, or phrase is declared invalid.

Section 6. Repealer. All ordinances or resolutions, or parts thereof, in conflict with this ordinance are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such ordinance nor revive any ordinance thereby.

INTRODUCED, READ, APPROVED, AND ORDERED PUBLISHED this ___ day of _____, 2026.

ATTEST:

TOWN OF BOW MAR:

By: _____

Sue Blair, Town Clerk

By: _____

Bryan Sperry, Mayor

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

INTRODUCED BY TRUSTEE _____

SECONDED BY TRUSTEE _____

**TOWN OF BOW MAR, COLORADO
ORDINANCE NO. 346**

**AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF BOW MAR
AMENDING SECTION 16-5 OF THE BOW MAR MUNICIPAL CODE CONCERNING
HEIGHT REGULATIONS IN RESIDENTIAL DISTRICT I**

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

WHEREAS, pursuant to Article IV of the Bow Mar Municipal Code (the “Code”), the Design Review Board (the “DRB”) evaluates construction applications and conducts public hearings regarding the same for all construction projects within the Town; and

WHEREAS, Section 16-5 of the Code provides various construction regulations within the Town’s Residential District I; and

WHEREAS, specifically, Section 16-5(b)(1) of the Code specifies that the height regulations for all dwellings are to be measured from the highest existing natural grade point on the front setback line; and

WHEREAS, the DRB, the Town Building Commissioner, and the Town Building Inspector consistently interpret “front setback line” to mean within the building envelope. This interpretation ensures compliance with the maximum dwelling height restriction of 16 feet; and

WHEREAS, the Board of Trustees for the Town of Bow Mar, Colorado (the “Board”) finds that it is in the best interests of the Town to amend Section 16-5(b)(1) to provide consistent and uniform measurements of all dwellings by clarifying the “front setback line” means within the building envelope.

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

Section 1 Amend Section 16-5. Section 16-5 of the Bow Mar Municipal Code is hereby amended to read as follows:

Sec. 16-5. – Residential District I

* * *

(b) Height Regulations.

All dwellings are restricted in height to a maximum of 16 feet, measured from the highest existing natural grade point on the front setback line, within the building envelope, to the highest point of the roof, except that no more than twenty-five percent (25%) of the total ridge line (the

horizontal line formed where two [2] upward-sloping roof surfaces meet) may be up to 18 feet in height as measured from the highest existing natural grade point on the front setback line **within the building envelope**. On corner lots, the applicant may use either street setback as the front setback line, **within the building envelope**, but will be bound by that decision.

Section 2. **Safety Clause.** The Board of Trustees hereby finds, determines, and declares that this ordinance is necessary and proper for the health, safety, and welfare of the Town and its residents.

Section 3. **Severability.** If any part, section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of the ordinance. The Board of Trustees hereby declares that it would have passed the ordinance including each part, section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that one or more part, section, subsection, sentence, clause, or phrase is declared invalid.

Section 4. **Repealer.** All ordinances or resolutions, or parts thereof, in conflict with this ordinance are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such ordinance nor revive any ordinance thereby.

Section 5. **Codification Amendments.** The codifier of the Town’s Municipal Code, Municipal Code Corporation, is hereby authorized to make such numerical and formatting changes as may be necessary to incorporate the provisions of this Ordinance within the Bow Mar Municipal Code.

INTRODUCED, READ, APPROVED, AND ORDERED PUBLISHED this 20th day of April, 2026.

ATTEST:

TOWN OF BOW MAR:

By: _____

By: _____

Sue Blair, Town Clerk

Bryan Sperry, Mayor

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

INTRODUCED BY TRUSTEE _____

SECONDED BY TRUSTEE _____

THIS SERVICES AGREEMENT (the “Agreement”) is entered into this April 20, 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 Designsapes Colorado, (“Contractor”), a Colorado corporation with a principal place of business at 15440 East Fremont, Centennial, Colorado 80112 (each a “Party” and collectively, the “Parties”).

WHEREAS, the Town desires to contract with Contractor to one year landscaping service for the Bow Mar Pocket Park – P#03 at South Pinyon Street 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 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. The Parties acknowledge and agree that while Exhibit A refers to Miner & Company, Ltd. As the “Client,” Miner & Company, Ltd. is actually a contractor of the Town, and the specific intent of the Parties at the time of execution of this Agreement is that the Town be the “Client” referred to in Exhibit A. Notwithstanding anything contained in Exhibit A to the contrary, the Scope of Services and all other Contractor representations made to Miner & Company, Ltd. in Exhibit A are considered as made to 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. 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 owing 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 twenty-eight (28) 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 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.*

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: _____

DESIGNSCAPES COLORADO

Name: _____

Title: _____

EXHIBIT A
SCOPE OF SERVICES
(attached)

	+	▼	Grounds Management Package		
	+	>	Lawn & Bed Care Mgmt Service		26
acts	+	>	Native Mowing Service		3
	+	>	Native Beauty Bands Service		6
	+	>	Pruning & Shearing (separate service)		2
	+	>	Fert BED Pre-Emergent Service		0
	+	>	Grass Cutback, Fall Service		1
	+	>	Spring Clean-Up Service		1
	+	>	Fall Clean-Up Service		1
	+	>	Supervisor Visit (as needed ticket)		1
	+	▼	Irrigation Management Package		
	+	>	Irrigation Start-Up Service		1
	+	>	Irrigation System Check Service		13
	+	>	Irrigation Winterization Service		1



15440 East Fremont - Centennial, Colorado, 80112 - 303.721.9003 - 303-531-7670 fax

To: Town Of Bow Mar	Contact:
Address: 5395 Lakeshore Drive Bow Mar, CO 80123	Phone:
	Fax:
Project Name: Bow Mar Pocket Park - P#03 - 1 Year Maintenance	Bid Number:
Project Location: S Pinyon Street, Bow Mar, CO	Bid Date: 4/10/2026

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	001	1 YEAR MAINTENANCE (INCL. NATIVE MOW, BEAUTY BANDS, PRUNING, GRASS CUTBACK, PRE-EMERGENT, SPRING & FALL CLEANUP, IRRIGATION CHECK/WINTERIZATION)	1.00	YEAR	\$6,570.00	\$6,570.00
Total Price for above Items:						\$6,570.00

Total Bid Price: \$6,570.00

Payment Terms:

Payment due within 30 days of date of invoice.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Colorado Designscares, Inc.</p> <p>Authorized Signature: _____</p> <p>Estimator: Jeff Thompson 303.721.9003 jthompson@designscapes.org</p>
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**TOWN OF BOW MAR, COLORADO
RESOLUTION 2026-09**

**A RESOLUTION OF THE TOWN OF BOW MAR, COLORADO APPROVING AN
SERVICE AGREEMENT WITH DESIGNSAPES COLORADO FOR LANDSCAPING
SERVICES AT THE BOW MAR POCKET PARK, SOUTH PINYON STREET**

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 landscaping services at the Bow Mar Pocket Park located at South Pinyon Street; and

WHEREAS, Designsapes Colorado (“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 hereto 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 20th day of April 2026.

TOWN OF BOW MAR, COLORADO

By: _____
Bryan Sperry, Mayor

ATTEST:

Sue Blair, Town Clerk

TOWN OF BOW MAR

NONEXCLUSIVE MASTER LICENSE AGREEMENT FOR FIBER OPTIC NETWORK

This Master License Agreement (the “Agreement”) is dated as of the ___ day of April, 2026, (the “Effective Date”) and entered into by and between the Town of Bow Mar, Colorado (the “Town”) and Forged Fiber 37, LLC, a Delaware limited liability company authorized to do business in the State of Colorado (the “Company”) (each a “Party” and collectively, the “Parties”).

RECITALS

A. Company has acquired telecommunications facilities located within the Town, including facilities located within the Town’s Public Rights-of-Way (“ROW”).

B. The Town desires to protect and preserve the ROW and further maintains police power authority to regulate access to and use of the ROW in a manner that protects the public health, safety, and welfare, consistent with Applicable Law.

C. In addition to continuing to operate and maintain the acquired facilities, Company seeks authorization to modify and construct new facilities when it deems it appropriate – consistent with C.R.S. § 38-5-108 – for the purpose of providing Services to its customers through a fiber-based communications or telecommunications system (the “Network”) to be operated in accordance with any regulations promulgated by the Federal Communications Commission (“FCC”).

D. For purposes of operating the Network, the Company seeks the Town’s authorization to locate, place, attach, install, operate, control, and maintain Equipment in the Public Rights-of-Way in the locations detailed in Supplemental Site Licenses as shown on **Exhibit B**.

E. The Town desires to grant to the Company a nonexclusive license (“License”) for the above-stated purpose, upon the terms and conditions contained below, and in accordance with Applicable Law.

AGREEMENT

NOW, THEREFORE, for consideration, the receipt and sufficiency of which is hereby acknowledged, the Town hereby grants to the Company, with respect to such interest as Town may have in the ROW, the authorization to install, construct, operate, maintain, repair, inspect, remove and replace the Equipment in, under, or along the ROW, subject to the following conditions:

Section 1. Definitions. The following definitions shall apply generally to the provisions of this Agreement.

1.1 “**Applicable Law**” means any statute, ordinance, judicial decision, order (including, without limitation, FCC orders), executive order or regulation having the force and effect of law that determines the legal standing of a case or issue.

1.2 “**Town**” means the Town of Bow Mar, a Colorado statutory municipality.

1.3 “**Claims**” means (1) losses, liabilities, costs and expenses of any sort, including attorneys’ fees; (2) fines and penalties; (3) environmental costs, including without limitation investigation, removal, remedial, and restoration costs, and consultant and other fees and expenses; and (4) any other reasonably related costs or expenses.

1.4 “**Equipment**” means electronics equipment, transmission equipment, shelters, conduit, coaxial cables, mounts, generators, containment structures, hangers, pull boxes, conduit, pedestals, brackets, fiber optic cable and other accessories and component equipment related to the operation of the Company’s Network.

1.5 “**Hazardous Substance**” means any substance or material defined or designated, or other similar term by any Applicable Law presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease.

1.6 “**Network**” or collectively “**Networks**” means the communications or telecommunication systems operated by the Company to serve its customers in the Town.

1.7 “**Public Rights-of-Way,**” “**Public ROW**” or “**ROW**” means all dedicated public ROW as the same now or may hereafter exist, that are under the jurisdiction of the Town. This term shall not include Town parkland, trails, state or federal rights of way, or any property owned by any person or entity other than the Town, except as provided by Applicable Law or pursuant to an agreement between the Town and any such person or entity.

1.8 “**Services**” means the telecommunications or broadband services provided through the Network by the Company to its customers. Services also includes the lease of the Network, or any portion thereof, to another person or entity, or the provision of capacity or bandwidth on the Network to another person or entity, provided that the Company at all times retains exclusive control over the Network and remains responsible for locating, servicing, repairing, relocating, or removing its Network pursuant to the terms of this Agreement.

Section 2. Term.

2.1 This Agreement shall be effective as of the Effective Date and shall extend for a term of ten (10) years from the date it has been executed by both Parties, unless it is earlier terminated by either Party in accordance with the provisions herein.

2.2 This Agreement will be automatically extended for an additional term of ten (10) years from the expiration date of the current term, unless either Party notifies the other in writing of its desire to not exercise this automatic extension (and enter renewal

negotiations) at least three (3) years before the expiration of this Agreement. Notwithstanding the expiration of this Agreement, and so as long as the Parties are negotiating in good faith, and until such time as either a new agreement has been reached or the Town has determined not to renew this Agreement, Company shall have the right to continue to occupy and use the ROW pursuant to the terms of this Agreement.

Section 3. Scope of Agreement. All rights expressly granted to the Company under this Agreement, which shall be exercised at the Company's sole cost and expense, shall be subject to Applicable Law. All rights expressly granted to the Company under this Agreement shall be subject to the Town's lawful exercise of its police powers and the prior and continuing right of the Town under Applicable Law to use any parts of the ROW exclusively or concurrently with any other person or entity and shall be further subject to all deeds, easements, dedications, conditions, covenants, restrictions, leases, licenses, permits, franchises, encumbrances, and claims of title of record which may affect the ROW. For the avoidance of doubt, the Town's police powers include, but are not limited to, the authority to: (a) impose seasonal and weather-related construction moratoria; (b) enforce pavement protection policies and pavement degradation fees; (c) coordinate and sequence work to avoid conflicts with Town capital projects and other utilities; and (d) set limits on lane closures, working hours, and traffic control. Except with respect to the License granted herein, nothing in this Agreement shall be deemed to grant convey, create, or vest in the Company a real property interest in land, including any fee, leasehold interest, or easement. Any work performed pursuant to the rights granted under this Agreement shall be subject to, and conform with, Applicable Law. Nothing in this Agreement shall be deemed to grant a franchise, nor permit the Town to collect a franchise fee. This Agreement does not grant a franchise or other right to utilize the Public ROW to construct a cable system, provide cable or other video programming services, construct a wireless communications facility, or provide wireless communications services.

Section 4. Construction. The Company intends to expand, modify, or repair its Network (including facilities existing at the time of this Agreement) at the locations set forth on the plan and profile sets to be approved by the Town and submitted as a request for a Supplemental Site License. The Company shall be required to obtain a Supplemental Site License and Public ROW permit for each Equipment location by submitting all information required by **Exhibit A** and using the form attached as **Exhibit B** prior to beginning construction. Additionally, Company shall coordinate with the Town to avoid conflicts with existing and planned public improvements, including, but not limited to, water, wastewater, stormwater, transportation, traffic signal systems, and Town communications infrastructure. All construction within the Public ROW shall be conducted by persons licensed to perform said work within the Town, be completed in accordance with all Town codes, as amended, and comply with Town Construction and Excavation Standards, pavement cut moratoria, pavement degradation fees, ADA requirements, MUTCD-compliant traffic control, and stormwater BMPs/SWMP. On pavements newer than five (5) years, restoration may require full-lane or panel replacement per Town policy. A preconstruction meeting with Public Works is required prior to mobilization. Company shall submit weekly two-week look-ahead schedules and provide public notice to adjacent properties at least seventy-two (72) hours prior to lane closures or access impacts. The Town may impose limits on working hours and lane closures to maintain safety and traffic operations. Within sixty (60) days of construction completion, Company shall submit as-built drawings and GIS data in a Town-approved format,

including horizontal and vertical facility locations, materials, sizes, depths, and appurtenances, stamped by a Colorado-licensed engineer. The Town's approval of a Supplemental Site License, Public ROW Permit, and site plan, where applicable, and the provision of all other necessary permits authorizes the Company to commence construction, and the Town's granting of such licenses, permits and other approvals shall not be unreasonably withheld, conditioned, or delayed. Approved Supplemental Site Licenses will be attached to this document as part of **Exhibit C**. For the avoidance of doubt, a new Supplemental Site License shall not be required for existing Equipment which is not expanded, modified, or replaced.

4.1 **Obtaining Required Permits.** If the attachment, installation, operation, maintenance, or location of the Equipment is in the Public ROW, the Company shall apply for the appropriate permits and pay any standard and customary permit fees. The Town shall respond to the Company's requests for permits in the ordinary course of its business and shall otherwise cooperate with the Company in facilitating the deployment of the Network in the Public ROW in a reasonable and timely manner, except that (a) Company may not submit more than one (1) permit application during any one (1) month period; and (b) regardless of the number of permits the Town issues, Company shall be limited to deploying no more than 3,000 linear feet of Network Equipment in any given month, for a maximum of up to 36,000 linear feet in any twelve (12) month period (or, put another way, the Town shall not be obligated to issue a set number of permits in any given month or twelve (12) month period, nor is it required to issue more permits than what would be necessary for Company to perform excavations and other work within a Public ROW segment greater than 3,000 linear feet in length in any given month, or 36,000 linear feet in length in the aggregate in any twelve (12) month period). As a condition of obtaining any permit that involves digging or other excavation in the Public ROW, the Company shall at a minimum, as part of its application submittal materials, identify on its fiber plan and profile set the following information: all pothole and boring locations, the boring and installation method for its Equipment, number and size of conduits, cover depth of conduit, dimension clearance from the proposed conduit and existing utilities, the horizontal and vertical locations of any other existing underground utility or other facilities in the Public ROW in the proximity of the proposed work area, in accordance with state laws for subsurface utility engineering, and what work will be self-performed and what work, if any, will be performed by contractors or subcontractors. At a minimum, Company shall perform SUE Level B along all proposed alignments and SUE Level A (potholing) at all crossing of major utilities, including, but not limited to, water, sanitary sewer, storm sewer, gas, electric, traffic signals, and fiber facilities. For each Supplemental Site License request, the Company shall provide construction drawings for review by the Town, stamped by an engineer licensed in the state of Colorado that identifies all utilities, identifies the location of all Equipment to be installed, where the installation will occur (back of sidewalk, in the paved surface of the roadway), a profile with potholed locations of existing utility crossings, a plan for conducting emergency repairs and all anticipated, expected restoration work. If revisions to the construction drawings are required by the Town, the Company shall provide revised drawings for review until final approval. The Company shall then include the final construction drawings with the appropriate permit application. The Company shall include Traffic Control Plans, prepared by a qualified professional, in its permit application. shall be allowed to seek permits year-round and all

permits granted by the Town shall stay open for no fewer than twelve (12) months from the date the permit was granted. All work associated with a permit must be completed, including all restoration of pavement, sidewalks, landscaping, and other items, before a permit can be closed. The Town, in its sole and reasonable discretion, may deny issuing a new permit permit (or batch of permits) unless the Licensee submits, and the Town accepts, a corrective plan for all outstanding permits which includes a reasonable timeline for completion. The Town's acceptance of a corrective action plan shall not be unreasonably withheld. The timeline for completion in the corrective action plan may be extended upon written agreement of the Parties. The Town shall retain the ability to issue a stop work order for all outstanding permits if permit issues are not resolved by the timeline for completion established in the corrective action plan.

4.2 **Costs and Fees.** In the event that the fees included in Town's ROW fee schedule are not sufficient to cover the cost of Town's review of Company's Supplemental Site License applications for authorization to install specific Equipment, Company hereby agrees to pay the Town any costs that the Town incurs to allow the Town to recover its actual costs for plan review, engineering and surveying review, and for construction observation, inspection, reinspection, after-hour inspections, and materials testing during the construction process prior to issuance of the ROW permit. Should the Town elect to utilize an engineering consultant to perform any review or observation duties or utilize a third party to perform utility locates and inspections, the Company hereby agrees to pay that cost, plus a 10% administrative fee, less the applicable fees collected pursuant to the Town's permit fee schedule had the work been performed by Town staff, prior to issuance of the ROW permit. Invoices shall be paid within thirty (30) days of issuance. Failure to timely pay amounts due may result in permit suspension.

4.3 **Restoration Security.** With each Supplemental Site License and to guarantee restoration of public ROW and private property impacted by construction, including, but not limited to, pavement, curb and gutter, sidewalks, trails, landscaping, irrigation, traffic signals, striping, signage, and other improvements disturbed by the construction, Company shall provide financial security, in an amount determined by the Town, in the form of a letter of credit (in a form approved by the Town) or cash, which amount is to secure the necessary restoration of areas of private property and privately owned improvements including without limitation, landscaping, disturbed with the construction. When all restoration work has been completed by the Company, the Town shall release the security back to the Company. Should the Company fail to complete the restoration, the Town may use this security for the sole purpose of completing the restoration work, including reimbursing a third-party property owner who undertook such restoration following Company's failure to adhere to the requirements of Section 4.

4.4 **Utility Notification Center.** Prior to undertaking any work pursuant to this Agreement, the Company shall take all actions necessary to become a Tier 1 member of the Utility Notification Center of Colorado and comply with and adhere to local procedures, customs, and practices relating to the one call located service program established in C.R.S. §§ 9-1.5-101, *et. seq.*, as such may be amended from time to time.

The Company shall contact the Utility Notification Center of Colorado, <https://www.colorado811.org/>, for location of any underground utilities, and locate the Equipment as required. The Company shall use commercially reasonable efforts to coordinate with the Town and any affected utilities to undertake locations in accordance with the policies of each entity.

4.5 **Location of Equipment.** Potholes must be performed so any conflicts with existing utilities can be avoided and are shown in the profile view of the drawings to be approved by the Town. Potholes must be filled with flo-fill or flashfill and the backfill method must be approved by the Town prior to undertaking such work. GIS data on the potholes and pipe material, if it can be visually identified, shall be submitted to the Town at the end of construction. All Equipment shall be placed in accordance with the Chapters 12 and 15 of the Brighton Municipal Code, as amended, and any regulations promulgated thereunder. In the event the Company is unable install Equipment in accordance with this Section, or has otherwise determined such placement is not feasible, the Company and the Town will work collaboratively to determine the location of the Equipment in accordance with the Town Code and other Applicable Law. Unless otherwise approved by the Town, all Equipment shall be placed underground.

4.6 **Damage to Utilities.** To the extent that Company or any of its contractors cause damage to other utility facilities (including water and sanitary sewer service lines), at the discretion of the Town, all construction within the Town shall cease in order to allow the affected utilities to have the damage repaired. Any contractor of Company that causes damage to another utility's facilities may be forbidden by the Town from doing any further work under this Agreement. Should a stop work order be issued as a result of any damage caused by the Company or any of its contractors, such stop work order may not be lifted until such time as all damaged parties have been fully compensated for their actual damages incurred.

4.7 **Relocation of Equipment.** The Company understands and acknowledges that the Town may require the Company to relocate one or more of its Equipment installations horizontally or vertically. The Company shall at the Town's direction relocate such Equipment at the Company's sole cost and expense not later than ninety (90) days after receiving written notice that the Town reasonably determines that the relocation is needed for any of the following purposes: (a) if required for the construction, completion, repair, relocation, or maintenance of a Town facility or ROW; (b) because the Equipment is interfering with or adversely affecting proper operation of street lights, traffic signals, governmental communications networks or other Town property; or (c) to protect or preserve the public health or safety. In any such case, the Town shall use its best efforts (but shall not be required to incur financial costs) to afford the Company a reasonably equivalent alternate location. If the Company shall fail to relocate any Equipment as requested by the Town within ninety (90) days after the above-referenced notice in accordance with the foregoing provision, the Town shall be entitled to relocate the Equipment at the Company's sole cost and expense, without further notice to the Company.

4.8 **Removal and Abandonment of Equipment.**

4.8.1 Notification of Abandoned Equipment Prior to Termination. If at any time prior to the expiration or termination of this Agreement the Company intends to discontinue use of any Equipment, it shall notify the Town in writing of the intent to discontinue use. Such notice shall describe the Equipment for which the use is to be discontinued, a date of discontinuance of use, which date shall not be less than thirty (30) days from the date such notice is submitted to the Town and the method of removal and restoration. The Company may not remove, destroy, or permanently disable any such Equipment during said thirty (30) day period without written approval of the Town. After thirty (30) days from the date of such notice, the Company shall remove and dispose of such Equipment as set forth in the notice, as the same may be modified by the Town, restore any property damaged by such removal, and shall complete such removal, disposal, and restoration within sixty (60) days, unless additional time is requested from and approved by the Town. If the Company fails to complete this removal and restoration work on or before the sixty (60) days subsequent to the issuance of notice pursuant to this Section, then the Town, upon written notice to the Company, shall have the right at the Town's sole election, but not the obligation, to perform this removal or restoration work and charge the Company for the actual costs and expenses, including, without limitation, reasonable administrative costs. The Company shall pay to the Town actual costs and expenses incurred by the Town in performing any removal or restoration work and any storage of the Company's property after removal within sixty (60) days after the date of a written demand for this payment from the Town.

4.8.2 Abandoned Equipment After Termination. Within sixty (60) days of the termination date of this Agreement or any extensions to this Agreement, the Company shall advise the Town in writing of its formal plans for removing its Equipment from the Public ROW and conducting required restoration, including without limitation, and the anticipated beginning and completion dates for the removal work. After termination, the Company shall remove and dispose of such Equipment as set forth in the notice, as the same may be modified by the Town, restore any property damaged by such removal, and shall complete such removal, disposal, and restoration within ninety (90) days after termination, unless additional time is requested from and approved by the Town. If the Company fails to complete this removal and restoration work on or before the ninety (90) days subsequent to termination, then the Town, upon written notice to the Company, shall have the right at the Town's sole election, but not the obligation, to perform this removal or restoration work and charge the Company for the actual costs and expenses, including, without limitation, reasonable administrative costs. The Company shall pay to the Town actual costs and expenses incurred by the Town in performing any removal or restoration work and any storage of the Company's property after removal within ninety (90) days after the date of a written demand for this payment from the Town. If the Town does not elect to remove such items and seek reimbursement from the Company, after the Company's failure to so remove, any items of the Company's property remaining on or about the Public ROW may, at the Town's option, be deemed abandoned and the Town may dispose

of such property in any manner permitted by Law.

4.8.3 Abandonment of Equipment in Place. The Company may request that the Town permit the Company to leave the Equipment in place as is and the Company may propose that it transfer its ownership of the Equipment to the Town. To do so, the Company shall send written notice to the Town of its intent to transfer ownership of the Equipment. The Town, in its sole and absolute discretion, shall determine whether to accept or reject the proposal to transfer ownership and shall advise the Company of its decision within ninety (90) days of receipt of the Company's notice. If the Town agrees to accept ownership, the Company shall execute and deliver to the Town bills of sale in a format acceptable to the Town, and such other documents as the Town deems necessary to effectuate such transfer of ownership to the Town within thirty (30) days of the Town's written notice of its intent to accept the transfer. If the Company does not propose to transfer ownership, or if it does and the Town decides not to accept ownership, the Town may direct the Company to remove its Equipment within ninety (90) days of notice, at the Company's sole expense.

4.8.4 The provisions of this Section 4.8 shall survive the expiration or earlier termination of this Agreement. Unless removed by the Town as set forth herein, the Company may remove its Equipment from the ROW at any time at its discretion, provided that any such removal is in compliance with Applicable Law.

4.9 Damage and Restoration. Unless otherwise provided by Applicable Law, whenever the installation, removal, or relocation of any Equipment is required or permitted under this Agreement, and such installation, removal, or relocation shall cause the ROW or any Town or other public or private property to be damaged, or whenever Company, in connection with any of its operations, causes damage to the ROW or any other public or private property, the Company, at its sole cost and expense, shall repair or cause to be repaired, the damage and return the ROW or other property in which the Equipment is located and all affected property to a safe and satisfactory condition, as follows: if the Town determines that any damage poses a risk to the safety or health of the public, such damage shall be repaired within twenty-four (24) hours; any damage to public infrastructure, including roadways, sidewalks, drainage or utility infrastructure, and associated items, or actively operating irrigation systems, shall be repaired within five (5) days; any other damage to private property shall be repaired within fifteen (15) days. If the Company does not repair the damage as described herein, then the Town shall have the option, upon five (5) days' prior written notice to the Company, to perform or cause to be performed such reasonable and necessary work on behalf of the Company and to (1) use the Company's Restoration Security provided pursuant to Section 4.4 to fund such work and (2) charge the Company for the actual costs incurred by the Town at Town's standard rates, including administrative time. Upon the receipt of a demand for payment by the Town, the Company shall promptly reimburse the Town for such costs. In the case of fire, disaster or other emergency impacting the public health and safety, the Town may remove or disconnect the applicable Equipment located in the ROW or on any other property of the Town. To the extent feasible as a result of any emergency, the Town shall provide reasonable notice to

the Company prior to taking such action and if the situation safely permits, provide the Company with the opportunity to perform such action within twenty-four (24) hours unless, in the Town's reasonable discretion, the imminent threat to public health safety or welfare makes such notice impractical. The Company shall not remove or cut any vegetation on public or private property without the prior written consent of the property owner.

4.10 **Public Engagement.** Prior to beginning any work to install its Network at the locations set forth on the plan and profile to be approved by the Town and submitted as a request for Supplemental Site License, Company shall first notify residents of the work (via door hangers) a minimum of seventy-two (72) hours in advance of performing the work and the language on the door hangers must be approved by the Town.

4.11 **General Warranty.** Company warrants that all Equipment installed by it shall be in accordance with generally accepted professional practices and the level of competency presently maintained by others in the same or similar type of work, and in compliance with (a) Applicable Law; (b) the plans and specifications provided by the Company to the Town and approved by the Town (the "Plans"); and (c) the same standards that Company applies to construction of its own facilities (collectively referred to as the "Construction Standards"). Company further warrants that the Equipment shall be free from obstructions and otherwise fully comply with the Construction Standards.

Section 5. Other Utilities, Other Service Providers.

5.1 The Company agrees and understands the Town has permitted or allowed natural gas gathering, storage, transmission, distribution, or related facilities within the ROW, and that such natural gas facilities may now transport and may continue to transport natural gas at significant pressures. The Company shall determine whether such facilities are located within the ROW where its Network and Equipment are to be installed and shall advise all employees, agents, contractors, and other persons who enter upon the ROW of the existence and nature of such natural gas facilities and the potential danger and risk involved.

5.2 The Company agrees and understands that natural gas facilities located within the ROW may be subject to cathodic protection by rectifier and related anode beds, and that the Town shall not be liable for stray current or interfering signals induced in the Equipment as a result of the operating of the cathodic protection system.

5.3 The Company agrees and understands the Town has permitted or allowed to be constructed electric transmission, distribution, or related facilities within the ROW and that such electric facilities may now transmit and may continue to transmit electric current at significant voltages, and that the conductors on electric lines may not be insulated. The Company shall determine whether such facilities are located in the ROW where its Network and Equipment are to be installed and shall advise all of its employees, agents, contractors, and other persons who enter upon the ROW of the existence and nature of such electric facilities and the potential danger and risk involved.

Section 6. Hazardous Substances. The Company agrees that it, its contractors, subcontractors and agents, will not use, generate, store, produce, transport or dispose any Hazardous Substance on, under, about or within the area of the ROW or adjacent property in violation of any Applicable Law. Except to the extent of the negligence or intentional misconduct of the Town, the Company shall pay, indemnify, defend, and hold the Town harmless against and to the extent of any loss or liability incurred by reason of any Hazardous Substance produced, disposed of, or used by the Company pursuant to this Agreement. The Company shall ensure that any on-site or off-site storage, treatment, transportation, disposal, or other handling of any Hazardous Substance will be performed by persons who are properly trained, authorized, licensed and otherwise permitted to perform those services.

Section 7. Indemnification. The Company shall indemnify, defend, and hold the Town, its employees, officers, elected officials, agents, and contractors (the “Indemnified Parties”) harmless from and against all injury, loss, damage or liability (or any Claims in respect of the foregoing), costs or expenses arising from the installation, use, maintenance, repair or removal of the Network and any Equipment, or the Company’s breach of any provision of this Agreement. Company’s indemnification obligations extend to any Claims asserted by any person or entity, including, but not limited to, employees of the Company or its contractors, subcontractors, or their employees; and any Claims arising from, or alleged to be arising in any way from, the acts or omissions of Company, its sublessees, invitees, agents, or employees; provided, however, the Company’s indemnification obligations do not extend to any Claims resulting from the Town’s negligence or misconduct.

7.1 The Town shall give the Company written notice within thirty (30) days of the making of any Claim or of the commencement of any action, suit, or other proceeding in connection with any Claim. In the event such Claim arises, the Town shall tender the defense thereof to the Company and the Company shall reasonably consult and reasonably cooperate with the Town Attorney’s Office while conducting its defense. The Town and any other Indemnified Party shall cooperate fully with the Company’s legal representative and shall be consulted on any settlements of claims prior to the execution of any settlement agreements.

7.2 If separate representation to fully protect the interests of both parties is or becomes necessary, such as a conflict of interest between an Indemnified Party and the counsel selected by Company to represent the Town, the Company shall pay for all reasonable expenses incurred by the Town as a result of such separate representation; provided, however, in the event separate representation becomes necessary, the Town shall select its own counsel and any other experts or consultants. The Town’s expenses hereunder shall include all reasonable out-of-pocket expenses, such as consultants’ fees.

Section 8. Insurance

8.1 The Company shall obtain and maintain, at its own cost and expense, at all times during the term of this Agreement (a) Commercial General Liability insurance with a limit of liability of at least of Two Million Dollars (\$2,000,000) per occurrence (combined single limit), for bodily injury and property damage, and Four Million Dollars (\$4,000,000)

general aggregate and which provides coverage for bodily injury, death, damage to or destruction of property of others, including loss of use thereof, and including products and completed operations; (b) excess or umbrella liability on an occurrence basis in excess of the commercial general liability insurance, which has coverage as broad as such policy, with a limit of at least Two Million Dollars (\$2,000,000); (c) Workers' Compensation Insurance as required by law and employers' liability insurance with limits of Five Hundred Thousand Dollars (\$500,000) bodily injury each accident, Five Hundred Thousand Dollars (\$500,000) disease each employee, and Five Hundred Thousand Dollars (\$500,000) bodily injury disease policy limit. Notwithstanding the foregoing, upon sixty (60) days' prior notice to the Company, no more than once every three (3) years, the Town may increase the aforementioned limits of insurance in its reasonable discretion in order to provide for levels of coverage similar to that required of other rights of way users at that point in time.

8.2 All of the insurance coverages identified in Section 8.1, except the workers' compensation insurance and employer's liability insurance, shall include the Town as an additional insured as its interest may appear under this Agreement. Each of such insurance coverages shall contain a waiver of subrogation for the Town's benefit. Further, the insurance coverages identified in Section 8.1 will be primary and noncontributory with respect to any self-insurance or other insurance maintained by the Town.

8.3 Upon execution of this Agreement and upon any subsequent request of the Town, Company shall provide the Town with a Certificate of Insurance and blanket additional insured endorsements evidencing the coverage required by this Section 8.

8.4 If the Company subcontracts any construction under this Agreement, Company shall require that each subcontractor retained by the Company acquire and maintain insurance coverage as set forth in this Section. The Company shall require each subcontractor to provide Company insurance certificates and endorsements, including necessary updates to the same, demonstrating compliance with this Section 8. The Company shall retain all subcontractor insurance certifications and endorsements for the duration of this Agreement. The Company shall, upon the Town's request, submit them to the Town for review or audit. Failure to acquire and maintain subcontractor insurance certificates is a material breach of this Agreement.

8.5 All of the insurance policies the Company and its contractors and subcontractors that undertake trenching, directional boring within the ROW are required to maintain pursuant to this Section 8 shall be obtained from insurance carriers having an A.M. Best rating of at least A-VII. All other contractors and subcontractors shall be subject to reasonably appropriate insurance requirements set by Company which are commensurate with the type of work the subcontractor is performing.

8.6 **Governmental Immunity.** The Town does not waive any provisions, immunities, limitations, coverages or protections of the Colorado Governmental Immunity Act as a result of entering into this Agreement.

Section 9. Notices.

9.1 Any notice, request, demand, statement, or consent herein required or permitted to be given by either party to the other hereunder, shall be in writing signed by or on behalf of the party giving the notice and addressed to the other at the address as set forth below:

If to the Town:

Town of Bow Mar, Colorado
Attn: David Peterson, Bow Mar Trustee – Public Works
7995 E Prentice Ave, Suite 100
Greenwood Village, CO 80111
Email: publicworks@bowmar.gov

With cc's to:

Michaela Szilagyi, Town Attorney
1314 Main Street
Louisville, Colorado 80027
Email: michaela@wwfdlaw.com

and

Sue Blair, Town Clerk
7995 E Prentice Ave, Suite 100
Greenwood Village, CO 80111
sblair@crsofcolorado.com

and

If to Company:

FORGED FIBER 37, LLC
208 S. Akard St.
Dallas, TX 75202
Email: FF_Right_Of_Way@att.com

A Party may by notice in writing change its address for the purpose of this Agreement, which address shall thereafter be used in place of the former address. Each notice, demand, request, or communication which shall be mailed to any of the aforesaid shall be deemed sufficiently given, served, or sent for all purposes hereunder (i) two (2) business days after it shall be mailed by United States certified mail, postage prepaid and return receipt requested, in any post office or branch post office regularly maintained by the United States Postal Service, (ii) upon personal delivery, or (iii) one (1) business day after deposit with any recognized commercial air courier or express service. Any communication made by e-mail or similar method shall not constitute notice pursuant to this Agreement.

9.2 **Emergency Contact.** The Company shall make certain that it has a designated contact person available 24/7 in the event of an emergency requiring Town to

take immediate action. Company's 24/7 call center number is: (877) 453-8353, Option 1.

Section 10. Miscellaneous Provisions. The provisions that follow shall apply generally to the obligations of the Parties under this Agreement.

10.1 A Company representative shall have one copy of the applicable rights of way permit issued for work authorized under any Supplemental Site License in the Public ROW and available during construction or maintenance of any Equipment.

10.2 **Non-exclusive Use.** The Parties understand and agree that the Town permits other persons and entities to install utility facilities in the ROW. In permitting such work to be done by others, the Town shall not be liable to Company for any damage caused by those persons or entities.

10.3 **Severability of Provisions.** If any provision of this Agreement is invalid or unenforceable with respect to any Party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

10.4 **No Waiver.** A Party shall not be excused from complying with any of the terms and conditions of this Agreement by any failure of a Party upon any one or more occasions to insist upon or to seek compliance with any such terms or conditions. Both the Town and the Company expressly reserve all rights they may have under Applicable Law to the maximum extent possible, and neither the Town nor the Company shall be deemed to have waived any rights they may now have or may acquire in the future by entering into this Agreement.

10.5 **Federal and State Authorizations.** The Company represents it has obtained all government licenses, permits and authorizations from the Federal Communications Commission which are required in order to provide the Services.

10.6 **Governing Law; Jurisdiction.** This Agreement shall be governed and construed by and in accordance with the laws of the State of Colorado. Venue for any proceeding arising out of this Agreement shall be in Arapahoe County and/or Jefferson County, or in the United States District Court in Denver.

10.7 **Force Majeure.** With respect to any provisions of this Agreement, the violation or noncompliance of any term of this Agreement which could result in the imposition of a financial penalty, damages, forfeiture or other sanction upon a Party, such violation or noncompliance shall be excused where such violation or noncompliance is the result of acts of God, war, civil disturbance, strike or other labor unrest, pandemics, or other events, the occurrence of which was not reasonably foreseeable by such Party and is beyond such Party's reasonable control, and which was not caused and could not have been avoided by a Party which used its best efforts in its operations to avoid such results. If a Party believes that a reason beyond its control has prevented or delayed its compliance with the terms of this Agreement, it shall provide documentation as reasonably required by the other

Party to substantiate its claim. If that Party has not yet cured the deficiency, it shall also provide the other Party with its proposed plan for remediation, including the timing for such cure.

10.8 **Limitation of Liability.** Neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

10.9 **Representations and Warranties.** Each of the Parties to this Agreement represents and warrants that it has the full right, power, legal capacity, and authority to enter into and perform the Parties' respective obligations hereunder and that such obligations shall be binding upon such Party without the requirement of the approval or consent of any other person or entity in connection herewith.

10.10 **No Third-Party Beneficiaries.** This Agreement benefits only the Parties hereto and their successors and permitted assigns. There are no intended third-party beneficiaries to this Agreement.

10.11 **Public Disclosure.** Company acknowledges that this Agreement is public record within the meaning of the Colorado Open Records Act, § 24-72-202(6), C.R.S., and accordingly may be disclosed to the public.

10.12 **Co-Builds.** Should the Town desire to place its own facilities for Town purposes in trenches or bores opened by the Company, the Company shall cooperate with the Town in any construction that involves trenching or boring, provided that the Town has first notified the Company in some manner that it is interested in sharing the trenches or bores in the area where the Company's construction is occurring. The Company shall allow the Town to place its facilities in the Company's trenches and bores, provided the Town pays any incremental increase in cost of the trenching and boring. The Town shall be responsible for maintaining its respective facilities buried in the Company's trenches and bores under this subsection. The Town shall be responsible for all damages related to its use of the ROW.

10.13 **Use of conduits by the Town.** The Town may install or affix and maintain its own facilities for Town purposes in or upon any of the Company's ducts, conduits, or equipment in the ROW and other public places, at a charge to be negotiated between the parties, unless the parties mutually agree that such installation or affixing would not be feasible. If the parties disagree on whether such installation or affixing would be feasible, the parties agree that the Town shall hire a third-party to independently analyze the feasibility and provide a recommendation to the parties. The cost of the third-party analysis and recommendation shall be split equally between the parties. For the purposes of this subsection, Town purposes include without limitation the use of the structures and installations for Town fire, police, traffic, water, telephone, or signal systems not in

competition with the Company.

10.14 **Amendment of Agreement.** This Agreement may not be amended except pursuant to a written instrument signed by both Parties.

10.15 **Entire Agreement.** This Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written) between or among the Parties relating to the subject matter of this Agreement which are not fully expressed herein. Any prior oral or written agreements or licenses between the parties concerning use of the ROW is superseded by this Agreement.

10.16 This Agreement may be executed in two original counterparts, each of which shall be deemed an original of this instrument.

10.17 All Exhibits to this Agreement are hereby incorporated into this Agreement by reference.

10.18 **Assignment and Release.** None of the rights, duties, obligations, responsibilities, or benefits set forth in this Agreement shall be assigned by the Company without the prior written consent of the Town. For the purposes of this Section, any assignment to an affiliate, subsidiary or parent of the Company shall require notification to the Town but shall not require the Town's consent. Any written assignment shall expressly refer to this Agreement, specify the particular rights, duties, obligations, responsibilities, or benefits so assigned, and shall not be effective unless approved by the Town. No assignment shall release the Company from performance of any duty, obligation, or responsibility unless such release is clearly expressed in such written document of assignment.

10.19 **Bankruptcy.** The Parties expressly agree and acknowledge that it is their intent that in the event the Company shall become a debtor in any voluntary or involuntary bankruptcy proceeding (a "Proceeding") under the United States Bankruptcy Code, 11 §§ U.S.C. 101, *et seq.* (the "Code"), for the purposes of proceeding under the Code, this Agreement shall be treated as an unexpired lease of nonresidential real property under Section 365 of the Code, 11 U.S.C. § 365 (as may be amended), and, accordingly, shall be subject to the provisions of subsections (d)(3) and (d)(4) of said Section 365. Any Person to which the Company's rights, duties and obligations under this Agreement are assigned pursuant to the provisions of the Code, shall be deemed without further act to have assumed all of the obligations of the Company arising under this Agreement both before and after the date of such assignment. Any such assignee shall upon demand execute and deliver to the Licensor an instrument confirming such assumption. Any monies or other considerations payable or otherwise to be delivered in connection with such assignment shall be paid to the Licensor, shall be the exclusive property of the Licensor, and shall not constitute property of the Company or of the estate of the Company within the meaning of the Code. Any monies or other considerations constituting the Licensor's property under

the preceding sentence not paid or delivered to the Licensor shall be held in trust for the benefit of the Licensor and be promptly paid to the Licensor.

[SIGNATURE PAGE TO FOLLOW]

In witness whereof, and in order to bind themselves legally to the terms and conditions of this Agreement, the duly authorized representatives of the Parties have executed this Agreement as of the Effective Date.

THE TOWN OF BOW MAR

By: _____
Bryan Sperry, Mayor

ATTEST:

APPROVED AS TO FORM:

By: _____
Sue Blair, Town Clerk

By: _____
Michaela Szilagyi, Town Attorney

FORGED FIBER 37, LLC

By: _____
Name: Kevin Marvin
Title: Senior Executive Director, Corporate Development

EXHIBIT A

THE COMPANY SHALL PROVIDE THE FOLLOWING AS IS APPLICABLE TO BE CONSIDERED BY THE TOWN IN WHETHER TO GRANT THE SUPPLEMENTAL SITE LICENSE:

1. Plan and profile drawings, engineering design, and specifications for installation of the Equipment, including the equipment shelters, cables, conduit, pull boxes, pedestals, fiber runs, point of demarcation, electrical distribution panel, electric meter, electrical conduit and cabling, and all other associated equipment. Where applicable, the design documents shall include specifications on design and ADA compliance.
 - a. The plot plan shall show ROW limits, existing sidewalk size, existing utilities (including water and sanitary sewer service lines), existing trees, fences, and other above ground improvements, traffic control signs and equipment, and other existing improvements.
2. The number, size, type, and proximity to the facilities of all communications conduit(s) and cables to be installed.
3. Description of the utility services required to support the facilities to be installed.
4. Current plan for conducting emergency repairs.
5. Any other information, documentation, and materials the Company is required to provide under the Agreement for purposes of obtaining a permit and/or Supplemental Site License.

ALL SUPPLEMENTAL SITE LICENSE MATERIALS SHALL BE LABELED WITH THE APPLICABLE SUPPLEMENTAL SITE ID NUMBER

THE TOWN WILL RETAIN ALL DOCUMENTATION FOR GRANTED SUPPLEMENTAL SITE LICENSES

EXHIBIT B

FORM OF SUPPLEMENTAL SITE LICENSE

SUPPLEMENTAL SITE LICENSE

THIS SUPPLEMENTAL SITE LICENSE is entered into this [REDACTED] day of [REDACTED], 20[REDACTED] (the “Effective Date”) by and between the Town of Bow Mar, Colorado (the “Town”) and Forged Fiber 37, LLC, a Delaware limited liability company, authorized to do business in the State of Colorado (the “Company”) (each a “Party” and collectively, the “Parties”).

Section 1. Supplemental Site License. The Town grants to Company a nonexclusive, revocable Supplemental Site License to locate, construct, operate, control and maintain the Equipment, as contemplated and defined in that certain Master License Agreement For Fiber Optic Network in connection with the operation of Company’s Network, between Town and Company dated [REDACTED], 2026 (the “Master License Agreement”), within the Public ROW (as defined in the Master License Agreement) segment shown in **Exhibit A**, attached hereto and incorporated herein by this reference (“Equipment Location”).

The grant of this Supplemental Site License indicates that at the time of its execution, Company is materially compliant with all other Supplemental Site Licenses granted by the Town for grids which are under construction at time of application or have been completed immediately prior to application. Should Company be in violation of any material term of any Supplemental Site License granted by the Town, Town shall provide Company written notice of such violation and the Town shall have the option to deny Company’s Supplemental Site License applications which are subject to the Town’s approval at the time the Town informed Company of the applicable violations. In the event the Town denies the issuance of new Supplemental Site Licenses pursuant to the provisions of this Section 1, Town and Company shall promptly meet and negotiate in good faith to determine the obligations Company must fulfill prior to the issuance of new Supplemental Site Licenses. If Company and Town mutually agree on the obligations Company must perform, Company shall promptly undertake performance of such obligations and so as long as Company is diligently pursuing performance and notwithstanding the fact the obligations have not been fulfilled, Town shall have the option to commence the issuance of new Supplemental Site Licenses.

Section 2. Incorporation of Agreement. All of the terms and conditions of the Master License Agreement are incorporated herein by reference and made a part hereof without the necessity of repeating or attaching the Master License Agreement. In the event of a contradiction, modification, or inconsistency between the terms of the Master License Agreement and this Supplemental Site License, the terms of this Supplemental Site License shall govern. This Supplemental Site License shall, when executed, be attached as part of **Exhibit C** to the Master License Agreement. Capitalized terms used in this Supplemental Site License shall have the same meaning described for them in the Master License Agreement unless otherwise indicated herein.

Section 3. Plan and Profile. Plans and profiles for the construction and installation of the applicable Equipment at the Equipment Location shall be stamped by an engineer licensed in

the state of Colorado and approved by the Town before beginning any work within the ROW or public utility easements or other easements benefiting the Town within the Town or installation of such Equipment. Plans shall show Company's drawings of Equipment as compiled in accordance with Town's practices and procedures as they are in effect from time to time, as well as any information required by Applicable Law. "As-Built" drawings with respect to the Equipment will be provided to the Town within thirty (30) days after completion of installation of the applicable grid. Depths of the existing Town utilities (including water and sanitary sewer service lines) shall be potholed and surveyed, as specified in Section 4 of the Master License Agreement.

Section 4. Equipment. The Equipment to be installed at the Equipment Location is described in **Attachment 1, Table 1**, attached hereto and incorporated herein by this reference.

Section 5. Term of Supplemental Site License. The term of this Supplemental Site License shall be as set forth in Section 3 of the Master License Agreement.

Section 6. Commencement Date of Supplemental Site License. The commencement date of this Supplemental Site License is the date Company completes installation of the applicable Equipment at the Equipment Location and receives final approval of the installation from the Town ("Installation Date").

Section 7. Approvals. It is understood and agreed the Company's ability to install its Equipment in the ROW is contingent upon its obtaining all of the appropriate certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required under Applicable Law (as defined in the Master License Agreement), and such approval which shall not be unreasonably withheld, conditioned, or delayed by the Town. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to Company is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; or (iii) Company determines the Equipment Location is no longer technically compatible or financially feasible for its use, Company shall have the right to terminate all or part of this Supplemental Site License. Notice of Company's exercise of its right to terminate shall be given to the Town in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by Company, or upon such later date as designated by Company. All standard and customary permit fees paid to said termination date shall be retained by the Town. Upon such termination, all or part of this Supplemental Site License, as applicable, shall be of no further force or effect except to the extent of the obligations to comply with the representations, warranties and indemnities made by each party to the other hereunder and in the Master License Agreement.

Section 8. Nonliability. Company acknowledges that the Town's review and approval of the plans for the Equipment is done in furtherance of the general public health, safety, and welfare and that no specific relationship with, or duty of care to Company or third parties is assumed by such review approval.

Section 9. Hold Harmless. In connection with any activities undertaken pursuant to this Supplemental Site License, Company agrees to indemnify, defend, and hold the Town harmless from any claims brought by any third party against the Town pursuant to Section 7 of the

Master License Agreement.

Section 10. Notice and Communications. All notices, requests, and demands to or upon any Party to this Supplemental Agreement shall be made in accordance with the terms of the Master License Agreement.

Section 11. Governmental Immunity. The Town and its officers, attorneys and employees are relying on, and do not waive or intend to waive by any provision of this Supplemental Site License, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys, or employees.

Section 12. Incorporation of Exhibits. All Exhibits to this Agreement are hereby incorporated into this Agreement by reference.

THE TOWN OF BOW MAR

By: _____
Bryan Sperry, Mayor

ATTEST:

APPROVED AS TO FORM:

By: _____
Sue Blair, Town Clerk

By: _____
Michaela Szilagyi, Town Attorney

COMPANY

By: _____
Name: _____
Title: _____

ATTACHMENT 1 TO SUPPLEMENTAL SITE LICENSE

Table 1

ROW SITE ID NO.	STREET NAMES/INTERSECTIONS/LOCATIONS OF SPECIFIC EQUIPMENT BEING INSTALLED	DESCRIPTION OF EQUIPMENT TO BE DEPLOYED AT SPECIFIC LOCATION AUTHORIZED IN SSL

EXHIBIT C

SUPPLEMENTAL SITE LICENSES

THE FOLLOWING SUPPLEMENTAL SITE LICENSES HAVE BEEN GRANTED BY THE TOWN:

SUPPLEMENTAL SITE ID NO.	DATE GRANTED	APPROVED BY:

**TOWN OF BOW MAR, COLORADO
RESOLUTION 2026-11**

**A RESOLUTION OF THE TOWN OF BOW MAR, COLORADO APPROVING
NONEXCLUSIVE MASTER LICENSE AGREEMENT FOR FIBER OPTIC NETWORK
WITH FORGED FIBER 37, LLC**

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, Forged Fiber 37, LLC (“Forged Fiber”) has acquired telecommunications facilities located within the Town, including facilities within the Town’s Public Rights-of-Way (“ROW”);

WHEREAS, the Town desires to protect and preserve the ROW and further maintain police power authority to regulate access to and use of the ROW in a manner that protects the public health, safety, and welfare;

WHEREAS, Forged Fiber seeks authorization to modify and construct new facilities when it deems appropriate, in addition to continuing to operate and maintain the acquired facilities, for the purpose of providing Services to its customers through a fiber-based communications or telecommunications system in accordance with any federal, state, or local regulations;

WHEREAS, the Town desires to grant to Forged Fiber a nonexclusive license for the above-stated purpose.

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 nonexclusive license 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 20h day of April 2026.

[SIGNATURE PAGE TO FOLLOW]

TOWN OF BOW MAR, COLORADO

By: _____
Bryan Sperry, Mayor

ATTEST:

Sue Blair, Town Clerk