

08/03/26
11:19

SAN MIGUEL COUNTY SHERIFF'S OFFICE
Law Total Incident Report, by Location, Nature

147
Page: 1

Nature of Incident	Total Incidents

Location: DISTRICT 4	
CITIZEN COMPLAINT	1
DUI AND DUID	1
THEFT	1
Criminal Trespass	1

Total Incidents for This Location:	4

Total Incidents for This Report: 4

Report includes:

All dates between `00:00:01 07/01/26` and `11:59:59 07/31/26`
All agencies
All natures
All locations matching `DIS4`
All responsible officers
All dispositions
All clearance codes
All observed offenses
All reported offenses
All offense codes
All circumstance codes

*** End of Report /tmp/rptjmGZQF-rplwtir.r5_1 ***

Traffic Stops - 65
Citations - 1

NORWOOD TOWN BOARD OF TRUSTEES - MINUTES

Meeting on: Wednesday July 08 2026

Regular Session starting at: 7:00 p.m.

Meeting at: 1670 Naturita Street, Norwood CO 81423 at Norwood Town Hall and Zoom option.

Call Regular Meeting To Order

The regular meeting of the Town of Norwood Board of Trustees was called to order by Mayor Candy Meehan at 7:00 pm.

Board Attendance:

Mayor – Candy Meehan - Present

Mayor Pro-Tem – Shawn Fallon – Present

Trustee – Bernice White - Absent

Trustee – Micheal Grady – Present, via Zoom

Trustee – Liza Tanguay – Present

Staff Attendance:

Town Manager – Sara Owens – Present

Public Works Director – Randy Harris – Present

Town Clerk – Cidney Ross - Present

Other Attendance:

Ray Cossey. Scot and Jamie Romaine. Bob Grossman (Norwood Dark Sky) – Zoom. Regan Tuttle (San Miguel Basin Forum) – Zoom. David Reed (Dufford and Waldeck) - Zoom

Public Comment for Items Not on the Agenda

Ray Cossey gave the board an update on Pocket Park. He reported the progress on concrete pouring, electrical installations, and stone wall construction, with most work tracking toward meeting deadlines.

Scot Romaine raised concerns about special event liquor licensing restrictions for for-profit entities, leading to a discussion about entertainment districts and potential updates to the land use code.

Special District and Stakeholder Reports or Announcements

- **San Miguel Sheriff's Office – written report**
- **Norwood Parks and Recreation District**

Liza Tanguay, representing the Norwood Park and Rec District, shared upcoming events like Music on the Mesa, the opening of a new disc golf course, and upcoming performances of chamber music and Shakespeare. The district is seeking program sponsors for the Shakespeare event.

Consent Agenda

Mayor Meehan addressed the importance of maintaining the integrity of meeting minutes, with a discussion on how to handle corrections and additions to official records.

Cidney Ross addresses minor changes to the minutes which have been made.

1. Minutes of May 13, 2026
2. May Town of Norwood Financials
3. Budget to Actuals

Shawn Fallon motioned to approve the consent agenda. Liza Tanguay seconded the motion. All voted, motion passed.

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Executive Session

C.R.S. § 24-6-402(4)(e) - For the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and instructing negotiators pursuant to C.R.S. § 24-6-402(4)(e).

C.R.S. § 24-6-402(4)(b) - For a conference with the City Attorney for the purpose of receiving legal advice on specific legal questions pursuant to C.R.S. § 24-6-402(4)(b).

At 7:13 pm Liza Tanguay motioned to go into executive session for the above-mentioned purposes. Shawn Fallon seconded the motion. All voted, motion passed.

At 7:31 Shawn Fallon motioned to adjourn executive session. Liza Tanguay seconded the motion. All voted, motion passed.

Board Business Agenda

a. Approval of Special Event Permit for the Lone Cone Saloon located at 1580 Grand Ave, Norwood, CO 81423

Cidney Ross discussed the approval of a special event permit for the Lone Cone Saloon, but the application was denied by the state due to licensing and business viability issues stated by Cidney Ross.

b. Approval of Ordinance No. 0708 Series 2026: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF NORWOOD, COLORADO, AUTHORIZING ADDITIONAL COMPENSATION AND RETENTION INCENTIVES FOR CERTAIN EXEMPT SALARIED EMPLOYEES; ESTABLISHING AUTHORIZED FORMS OF ADDITIONAL COMPENSATION; PROVIDING ADMINISTRATIVE AUTHORITY; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

Shawn Fallon motioned to approve Ordinance No. 0708 Series 2026, entitled An Ordinance of the Board of Trustees of the Town of Norwood, Colorado, Authorizing Additional Compensation and Retention Incentives for Certain Exempt Salaried Employees; Establishing Authorized Forms of Additional Compensation; Providing Administrative Authority; and Providing for Severability and an Effective Date. Micheal Grady seconded the motion. All voted, motion passed.

c. Consideration of Ordinance No. ____ Series 2026: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF NORWOOD, COLORADO, AMENDING THE NORWOOD MUNICIPAL CODE TO ESTABLISH A TOWN-WIDE SPEED LIMIT OF FIFTEEN (15) MILES PER HOUR ON ALL TOWN STREETS UNLESS OTHERWISE POSTED

Sara Owens addressed that the ordinance number was incorrect and should instead be un-numbered until adoption, then discussed a proposed ordinance to reduce the town-wide speed limit to 15 miles per hour. Liza Tanguay raised questions about signage requirements and enforcement. The board agreed to move the speed limit ordinance to next month's agenda for final adoption after addressing concerns with CDOT about signage regulations.

Micheal Grady motioned to approve the first reading of the Speed Limit Reduction Ordinance ____: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF NORWOOD, COLORADO, AMENDING THE NORWOOD MUNICIPAL CODE TO ESTABLISH A TOWN-WIDE SPEED LIMIT OF FIFTEEN (15) MILES PER HOUR ON ALL TOWN STREETS UNLESS OTHERWISE POSTED. Shawn Fallon seconded the motion. All voted, motion passed.

d. Discussion of Short-Term Rentals

The board then discussed revisiting the current short-term rental ordinance, which currently limits rentals to 90 days per year with an owner-occupied requirement. They agreed to schedule a follow-up discussion at the next meeting to consider removing the 90-day and live-on-site requirements.

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e. Discussion of Dark Sky Coalition Updated Rules

The meeting discussed updating the town's land use code regarding dark sky regulations. Bob Grossman clarified that the request came from Norwood Dark Sky Advocates, not the Western Slope Dark Sky Coalition, and strongly endorsed adopting the current Model Lighting Ordinance from Dark Sky International. The Planning and Zoning committee had reviewed the updates and made specific recommendations, including removing Section 3 from residential lighting requirements and maintaining existing lighting examples for clarity.

The board discussed reviewing and updating Norwood's lighting ordinance to ensure compliance with dark sky reserve requirements. Town requested an edited document with redlined changes to clearly show modifications and options, while Bob recommended adopting a complete replacement of the existing code rather than making incremental changes. The group agreed to wait for formal recommendations from Planning and Zoning (P&Z) and KLJ planners before making a final decision, with Bob offering to review the ordinance to ensure dark sky compliance once the updated version is available.

f. Discussion of Employee Emergency Procedures

This item has been tabled for discussion at the August Board of Trustees meeting.

Staff Reports

a. Public Works Director, Randy Harris – written report

Written report in posted on our website with the meeting supporting documents.

Candy Meehan discussed potential solutions for preventing animal digging, with a suggestion to use welded wire mats

b. Town Manager, Sara Owens – written report

Written report in posted on our website with the meeting supporting documents.

Mayor // Trustee Reports and Announcements

c. Mayors Report – written report

d. Trustee Reports

Liza shared updates from the West End Vision Stewardship Committee, including progress on the Basin Clinic and the Nucla-Naturita Area Chamber of Commerce's OEDIT grant application. Michael raised concerns about San Miguel power lights in town, which led to a discussion about potentially dimming non-emergency lights. The conversation ended with a reminder from Regan Tuttle about Fair Week starting Thursday July 16, 2026.

Adjourn

Micheal Grady motioned to adjourn the Board of Trustees Regular Meeting at 8:40. Liza Tanguay seconded the motion.

All voted, meeting adjourned.



APPROVED



APPROVED AS CORRECTED

DATE APPROVED:

Minutes Taken by: Cidney Ross, Town Clerk

TOWN OF NORWOOD						
ACCOUNTS PAYABLE - July 2026						
			TOWN PAID	NWC Portion	NSD Portion	
PD 10-22-250	AFLAC	Employee Insurance	\$ 951.22	\$ 295.75	\$ 99.68	
PD 10-60-250	All Mountain Motors	2024 F-150 // 2022 Ram 2500	\$ 1,091.18			
PD 10-51-275	Black Hills Energy	Town Hall - Gas	\$ 50.67			
PD 10-60-250	Bobcat of the Rockies	Rocker A/C	\$ 62.08			
PD 10-52-495	Bruin Waste Management	Trash Pick Up - Town Hall // PW Shop	\$ 321.81			
PD 10-41-230	Candy Meehan	CML Conference Hotel Reimbursment - Staff	\$ 739.14			
PD 10-41-230	Candy Meehan	CML Conference Hotel Reimbursment - Board Member	\$ 739.14			
PD 10-60-480	Capital One Trade Credit	TON Credit Card	\$ 621.88			
PD 10-60-480	Capital One Trade Credit	TON Credit Card	\$ 982.26			
PD 10-43-132	CEBT	TON Employee Insurance	\$ 5,068.80	\$ 1,892.28	\$ 105.82	
PD 10-43-132	CEBT	TON Employee Insurance	\$ 5,068.80	\$ 1,892.28	\$ 105.82	
PD 10-43-230	Cidney Ross	CML Training Expense Reimbursment	\$ 303.51			
PD 10-43-740	Codeworx	Hardware/Support	\$ 145.83	\$ 286.46	\$ 286.46	
PD 10-5-310	Dufford and Waldeck	TON - Legal	\$ 6,900.00			
PD 10-43-250	ImageNet Consulting	Canon Printer Rental	\$ 323.34			
PD 10-43-132	Kansas City Life Insurance	Employee Life Insurance	\$ 30.86			
PD 10-43-132	Kansas City Life Insurance	Employee Life Insurance - August	\$ 30.86			
PD 10-43-310	KLJ Engineering	General On-Call Services	\$ 216.00			
PD 10-80-606	KLJ Engineering	Land Use Code Update	\$ 4,044.01			
PD 10-43-132	MASA	Employee Insurance	\$ 160.00			
PD 10-43-426	Naturita-Nucla Area Chamber of Commerce	Donation -UnawEEP Tabeguache Byway	\$ 500.00			
PD 10-60-250	Norwood Pit Stop	Public Works Supplies	\$ 83.41			
PD 10-60-250	Norwood Pit Stop	Public Works Supplies	\$ 50.94			
PD 10-43-285	Norwood Water Commission	1475 Pine St	\$ 49.21			
PD 10-43-430	Nucla Elementary School	Employee Child Care Benefit	\$ 416.00			
PD 10-60-480	Oliver Construction	Road Base	\$ 775.00			
PD 10-43-132	Peak Fitness	Employee Annual Gym Membership	\$ 1,080.00			
PD 10-43-510	Pinnacol Assurance	Workers Insurance	\$ 831.00			
PD 10-80-603	PST Engineering	CDOT Sidewalk Project	\$ 1,483.75			
PD 10-80-603	PST Engineering	CDOT Sidewalk Project	\$ 396.25			
PD 10-80-603	PST Engineering	CDOT Sidewalk Project	\$ 7,886.25			
PD 10-80-604	RMC Builders	Pocket Park Project	\$ 45,292.00			
PD 10-80-604	RMC Builders	Pocket Park Project	\$ 139,294.16			
PD 10-43-220	San Miguel Basin Forum	Printing and Publishing	\$ 89.75			
PD 10-43-480	San Miguel Basin Rodeo Committee	Bronze Buckle Sponsor	\$ 500.00			

PD 10-54-300	San Miguel County C/O Finance Office	2nd Quarter Peacekeeping	\$	28,620.00		
PD 10-60-270	San Miguel Power Assoc	1670 Naturita St	\$	188.45		
PD 10-60-270	San Miguel Power Assoc	Lights and Flashers	\$	10.46		
PD 10-60-270	San Miguel Power Assoc	Lights and Flashers	\$	616.29		
PD 10-60-270	San Miguel Power Assoc	Lights and Flashers	\$	10.46		
PD 10-60-270	San Miguel Power Assoc	1130 Lucerne St	\$	33.00		
PD 10-43-285	San Miguel Power Assoc	1475 S Pine	\$	115.00		
PD 10-43-230	Sara Owens	CML Training Expense Reimbursment	\$	168.02		
PD 1043480	Scott's Printing	Uniform Summons	\$	1,935.62		
PD 10-80-602	SGM	Water Drainage Study and System Design	\$	1,987.50		
PD 10-80-602	SGM	Water Drainage Study and System Design	\$	4,166.25		
PD 10-43-132	United Life Insurance	Employee Insurance	\$	18.68	\$ 6.54	\$ 5.60
	US Bank	Emp. Med 7/3	\$	567.34		
	US Bank	Town SS 7/3	\$	2,425.82		
	US Bank	Emp. FWT 7/3	\$	1,442.04		
	US Bank	Emp. Med 7/17	\$	578.76		
	US Bank	Town SS 7/17	\$	2,474.72		
	US Bank	Emp. FWT 7/17	\$	1,425.63		
PD 10-43-250	Vyanet Security	Town Hall Security System	\$	262.68		
PD 10-60-250	West End Wash LLC	TON Vehicle Wash	\$	74.82		
PD 10-43-425	Wild Iris Greenhouse and Gardens	Customer Planters - TON Beautification	\$	1,200.00		
PD 10-42-310	Zemke and Associates	TON Municipal Court	\$	400.00		

Total Bills Paid

\$ 30,805.95	\$ 4,366.77	\$ 597.78
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Raw Water Irrigation System

San Miguel Power Raw Water Palace

\$ 124.96

Report Criteria:

Includes only accounts with balances and activity

Includes grand totals

Account Number	Account Title	2026-26 Current year Actual	2026-26 Current year Budget	Earned Expended Percent
GENERAL FUND				
TAXES				
10-31-100	CURRENT YEAR PROPERTY TAXES	100,582.63	125,579.00	80.10
10-31-300	SALES TAX	312,681.61	513,384.00	60.91
10-31-350	MARIJUANA SPECIAL TAX	2,575.86	15,000.00	17.17
10-31-400	FRANCHISE TAXES-BH Energy	4,340.43	5,497.00	78.96
10-31-500	CIGARETTE TAX	376.78	912.00	41.31
10-31-600	HIGHWAY USERS TAX	15,407.61	24,000.00	64.20
Total TAXES:		435,964.92	684,372.00	63.70
LICENSES AND PERMITS				
10-32-100	DOG LICENSES/MISCELLANEOUS	250.00	500.00	50.00
10-32-210	SPECIAL CONSTRUCTION PERMIT	275.00	200.00	137.50
10-32-250	MARIJUANA APPLICATION/LIC.	750.00	500.00	150.00
10-32-300	LIQUOR LICENSES	1,125.00	1,372.00	82.00
Total LICENSES AND PERMITS:		2,400.00	2,572.00	93.31
INTERGOVERNMENTAL REVENUE				
10-33-540	COUNTY APPROP. - ROAD & BRIDGE	7,743.16	6,000.00	129.05
10-33-550	SALARY REIMBURSEMENT-NSD	69,600.40	126,959.00	54.82
10-33-560	SALARY REIMBURSEMENT-NWC	113,041.05	202,515.00	55.82
Total INTERGOVERNMENTAL REVENUE:		190,384.61	335,474.00	56.75
CHARGES FOR SERVICES				
10-34-240	ANNEXATION & SUBDIVISION FEES	1,550.00	2,000.00	77.50
Total CHARGES FOR SERVICES:		1,550.00	2,000.00	77.50
FINES AND FORFEITURES				
10-35-100	COURT FINES	1,600.50	3,000.00	53.35
Total FINES AND FORFEITURES:		1,600.50	3,000.00	53.35
MISCELLANEOUS REVENUE				
10-36-120	COMMUNITY CENTER - USER FEES	390.00	500.00	78.00
10-36-250	Checking Acct. Interest	139.51	250.00	55.80
10-36-300	RENTAL INCOME	16,801.00	25,200.00	66.67
10-36-500	SPECIFIC OWNERSHIP	1,517.22	1,000.00	151.72
10-36-700	AUTO REGISTRATION	1,019.11	2,000.00	50.96
10-36-900	SUNDRY REVENUES	9,747.83	20,000.00	48.74
Total MISCELLANEOUS REVENUE:		29,614.67	48,950.00	60.50
CONTRIBUTIONS AND TRANSFERS				
10-39-105	Grant Matching	.00	566,537.00	.00
10-39-200	Summit Sidewalk Project	10,320.53	527,785.00	1.96
10-39-201	LPC Grant	9,576.14	101,250.00	9.46
10-39-300	CONTINGENCY FUND - TRANSFER	458,000.00	150,000.00	305.33

Account Number	Account Title	2026-26 Current year Actual	2026-26 Current year Budget	Earned Expended Percent
10-39-500	CARRY OVER - GENERAL FUND	.00	36,660.00	.00
Total CONTRIBUTIONS AND TRANSFERS:		477,896.67	1,382,232.00	34.57
LEGISLATIVE				
10-41-230	TRAVEL/TRAINING BOARD	50.00	4,500.00	1.11
10-41-240	MASA	.00	800.00	.00
Total LEGISLATIVE:		50.00	5,300.00	.94
COURT				
10-42-310	PROF & TECHNICAL - MAGISTRATE	1,200.00	6,000.00	20.00
10-42-320	POSTAGE/COURT	.00	50.00	.00
10-42-330	OFFICE SUPPLIES/FORMS/COURT	.00	50.00	.00
Total COURT:		1,200.00	6,100.00	19.67
ADMINISTRATIVE - TOWN HALL				
10-43-110	WAGES - TOWN MANAGER	54,260.00	85,000.00	63.84
10-43-120	WAGES-TOWN CLERK	39,147.62	60,000.00	65.25
10-43-125	WAGES- DEPUTY TOWN CLERK	1,350.00	29,000.00	4.66
10-43-127	WAGES-CODE ENFORCEMENT OFFICE	.00	24,000.00	.00
10-43-131	BENEFITS/FICA/TOWN SHARE	50,345.28-	35,000.00	143.84-
10-43-132	BENEFITS/HEALTH INSURANCE	13,251.27	35,000.00	37.86
10-43-134	BENEFITS/UNEMPLOYMENT INS	284.87	1,500.00	18.99
10-43-210	BOOKS, SUBSCRIPTIONS & MEMBERS	1,722.61	4,000.00	43.07
10-43-220	PRINTING & PUBLISHING	142.59	400.00	35.65
10-43-230	TRAVEL/TRAINING	3,248.51	5,500.00	59.06
10-43-240	OFFICE SUPPLIES AND EXPENSE	81.79	2,000.00	4.09
10-43-250	EQUIPMENT - SERVICE CONTRACT	7,137.01	7,000.00	101.96
10-43-251	lworks Annual Contract	.00	4,500.00	.00
10-43-270	UTILITIES - ELECTRICITY	67.19	1,000.00	6.72
10-43-280	TELEPHONE	2,620.97	3,720.00	70.46
10-43-285	UTILITIES - EMPLOYEES	649.76	2,000.00	32.49
10-43-290	Professional/Contract	1,238.00	5,000.00	24.76
10-43-310	PROFESSIONAL/TECHNICAL/PLANNER	6,030.00	5,000.00	120.60
10-43-315	Office/Billing Clerk	21,393.72	44,000.00	48.62
10-43-360	ELECTIONS	30.00	4,000.00	.75
10-43-410	ASAP Payroll	2,483.00	2,500.00	99.32
10-43-420	POSTAGE	1,450.54	2,500.00	58.02
10-43-421	SPRING CLEANUP	4,000.00	4,000.00	100.00
10-43-422	DONATION - MENTAL HEALTH	500.00	500.00	100.00
10-43-423	DONATION - JUVENILE DIVERSION	.00	2,500.00	.00
10-43-424	Fireworks	2,200.00	2,200.00	100.00
10-43-425	Baskets, Banners, Beautificati	388.96	2,200.00	17.68
10-43-426	Unaweeep Tabeguache Byway	500.00	500.00	100.00
10-43-427	DONATION - SAN MIGUEL RESOURCE	500.00	500.00	100.00
10-43-428	Norwood Roping Club	500.00	500.00	100.00
10-43-429	DONATION - WRIGHT STUFF	9,000.00	9,000.00	100.00
10-43-430	Child Care Employee Benefit	2,496.67	5,000.00	49.93
10-43-431	Donation-EcoAction Partners	1,700.00	1,700.00	100.00
10-43-435	High School Scholarship	.00	1,000.00	.00

Account Number	Account Title	2026-26 Current year Actual	2026-26 Current year Budget	Earned Expended Percent
10-43-440	Hoof and Paw	1,000.00	1,000.00	100.00
10-43-445	Local Food Bank	4,000.00	4,000.00	100.00
10-43-450	Local Celebrations	209.36	500.00	41.87
10-43-455	Norwood Cemetary	4,000.00	4,000.00	100.00
10-43-460	Music on the Mesa	5,000.00	5,000.00	100.00
10-43-480	SPECIAL DEPARTMENT SUPPLIES	3,977.64	1,500.00	265.18
10-43-490	PUBLIC RELATIONS	943.01	2,000.00	47.15
10-43-510	INSURANCE AND SURETY BONDS	18,148.66	13,000.00	139.61
10-43-610	Team Building	410.79	2,000.00	20.54
10-43-630	Bank Service Charges	271.47	800.00	33.93
10-43-740	CAPITAL OUTLAY/EQUIPMENT/BUILD	2,349.34	2,000.00	117.47
10-43-760	401K-RETIREMENT ALLOCATION	3,000.00	24,000.00	12.50
10-43-770	COMPUTER SOFTWARE UPGRADE	1,285.95	5,000.00	25.72
Total ADMINISTRATIVE - TOWN HALL:		172,626.02	457,020.00	37.77
NON-DEPARTMENTAL				
10-50-310	PROFESSIONAL SERVICES - LEGAL	28,876.00	25,000.00	115.50
10-50-320	PROFESSIONAL SERVICES - AUDIT	.00	7,000.00	.00
Total NON-DEPARTMENTAL:		28,876.00	32,000.00	90.24
COMMUNITY CENTER				
10-52-260	MAINTENANCE & CLEANING	2,426.16	8,000.00	30.33
10-52-270	UTILITIES - POWER	270.65	3,400.00	7.96
10-52-275	UTILITIES - HEAT	104.78	2,000.00	5.24
10-52-485	SPECIAL SUPPLIES/LANDSCAPING	352.50	3,500.00	10.07
10-52-495	TRASH SERVICE	756.78	2,500.00	30.27
Total COMMUNITY CENTER:		2,397.31	19,400.00	12.36
MISCELLANEOUS IMPROVEMENTS				
10-53-260	MISCELLANEOUS IMPROVEMENTS	.00	2,000.00	.00
10-53-270	Lease Property Expenditures	.00	3,000.00	.00
Total MISCELLANEOUS IMPROVEMENTS:		.00	5,000.00	.00
POLICE DEPARTMENT				
10-54-300	CONTRACT - SMSO	110,240.00	114,480.00	96.30
Total POLICE DEPARTMENT:		110,240.00	114,480.00	96.30
BUILDING INSPECTION				
10-58-310	PROF SERVICES/BUILDING INSPECT	1,050.00	1,200.00	87.50
Total BUILDING INSPECTION:		1,050.00	1,200.00	87.50
STREETS/PUBLIC WORKS				
10-60-110	PUBLIC WORKS II	40,929.54	66,000.00	62.01
10-60-130	PUBLIC WORKS I	32,441.82	61,667.00	52.61
10-60-131	PUBLIC WORKS III	36,385.98	63,820.00	57.01
10-60-132	PUBLIC WORKS DIRECTOR	68,269.89	109,840.00	62.15

Account Number	Account Title	2026-26 Current year Actual	2026-26 Current year Budget	Earned Expended Percent
10-60-134	Public Works Fuel	7,600.80	7,000.00	108.58
10-60-220	CLOTHING ALLOWANCE/PW SHIRTS	585.00	700.00	83.57
10-60-230	TRAVEL	158.94	2,500.00	6.36
10-60-240	SAFETY/TRAINING	.00	1,000.00	.00
10-60-250	EQUIPMENT/REPAIRS & MAINT.	13,539.24	20,000.00	67.70
10-60-260	ADA IMPROVEMENTS	.00	500.00	.00
10-60-270	UTILITIES - ELECTRICITY	4,137.57	15,000.00	27.58
10-60-280	PHONES	73.04	1,500.00	4.87
10-60-310	PROF SERVICES - CONTRACT LABOR	1,430.75	7,000.00	20.44
10-60-460	SNOW REMOVAL & STREET CLEANING	.00	6,000.00	.00
10-60-470	Street & Alley Drainage	.00	3,500.00	.00
10-60-480	MATERIALS/SUPPLIES/STREETS	8,457.56	45,474.00	18.60
10-60-490	PW INFRASTRUCTURES	377.97	4,000.00	9.45
Total STREETS/PUBLIC WORKS:		214,388.10	415,501.00	51.60
EMPLOYEE TAXES				
10-80-601	Future Projects Matching	12,527.00	30,000.00	41.76
10-80-602	Drainage Study/JTF	66,263.93	313,000.00	21.17
10-80-603	CDOT Safer Sidewalks to School	6,871.99	689,966.00	1.00
10-80-604	POCKET PARK	168,117.36	252,591.00	66.56
10-80-605	Capital Outlay	2,424.88	15,792.00	15.36
10-80-606	LAND USE CODE UPDATE	33,886.41	202,500.00	16.73
Total EMPLOYEE TAXES:		290,091.57	1,503,849.00	19.29
TRANSFERS				
10-90-200	TRANSFER TO CONTINGENCY FUND	518,177.46	.00	.00
Total TRANSFERS:		518,177.46	.00	.00
GENERAL FUND Revenue Total:		1,139,411.37	2,458,600.00	46.34
GENERAL FUND Expenditure Total:		1,339,096.46	2,559,850.00	52.31
Total GENERAL FUND:		199,685.09-	101,250.00-	197.22

Account Number	Account Title	2026-26 Current year Actual	2026-26 Current year Budget	Earned Expended Percent
CONSERVATION TRUST FUND				
REVENUE				
20-30-100	LOTTERY PROCEEDS	.00	3,250.00	.00
20-30-200	INTEREST-CONSERVATION TRUST	.00	192.00	.00
Total REVENUE:		.00	3,442.00	.00
EXPENDITURES				
20-40-560	RECREATION	.00	3,100.00	.00
20-40-740	CAPITAL OUTLAY/BUILDING	.00	75,000.00	.00
Total EXPENDITURES:		.00	78,100.00	.00
CONSERVATION TRUST FUND Revenue Total:		.00	3,442.00	.00
CONSERVATION TRUST FUND Expenditure Total:		.00	78,100.00	.00
Total CONSERVATION TRUST FUND:		.00	74,658.00-	.00

Account Number	Account Title	2026-26 Current year Actual	2026-26 Current year Budget	Earned Expended Percent
CONTINGENCY FUND				
REVENUE				
22-30-200	INTERGOVERNMENTAL INTEREST	171.63	.00	.00
Total REVENUE:		171.63	.00	.00
EXPENDITURES				
22-40-550	GENERAL GOVERNMENT	159,774.46-	150,000.00	106.52-
Total EXPENDITURES:		159,774.46-	150,000.00	106.52-
CONTINGENCY FUND Revenue Total:		171.63	.00	.00
CONTINGENCY FUND Expenditure Total:		159,774.46-	150,000.00	106.52-
Total CONTINGENCY FUND:		159,602.83-	150,000.00-	106.40
Grand Totals:		39,739.00-	325,908.00-	12.19

Report Criteria:

Includes only accounts with balances and activity

Includes grand totals

Application for a Special Events Permit

Liquor Permit Number (Do Not Fill Out)

In order to qualify for a Special Events Permit, You **Must Be a Qualifying Organization Per 44-5-102 C.R.S. and One of the Following (See back for details.)**

- ☐ Social ☐ Athletic ☒ Philanthropic Institution
☐ Fraternal ☐ Chartered Branch, Lodge or Chapter ☐ Political Candidate
☐ Patriotic ☐ National Organization or Society ☐ Municipality Owned Arts Facilities
☐ Political ☐ Religious Institution ☐ Chamber of Commerce

LIAB Type of Special Event Applicant is Applying for:

- 2110 ☒ Malt, Vinous And Spirituous Liquor \$25.00 Per Day
2170 ☐ Fermented Malt Beverage \$10.00 Per Day

Name of Applicant Organization or Political Candidate

State Sales Tax Number (Required)

A FUND OF THE
LONE CONE LEGACY TRUST (TELLURIDE FOUNDATION)

84-1530768

Mailing Address of Organization or Political Candidate

PO BOX 565

City

State

ZIP Code

NORWOOD

CO

81423

Address of Place to Have Special Event

THE LIVERY 1555 SUMMIT ST.

City

State

ZIP Code

NORWOOD

CO

81423

Authorized Representative of Qualifying Organization or Political Candidate

EMILY S. HAIGHT

Date of Birth (MM/DD/YY)

Phone Number

01/21/49

708/717-4234

Authorized Representative's Mailing Address (if different than address provided in Question 2.)

PO BOX 574

City

State

ZIP Code

NORWOOD

CO

81423

Event Manager

Emily S. HAIGHT

Date of Birth (MM/DD/YY)

01/21/49

Phone Number

708/717-4234

Event Manager Home Address

PO Box 574 2691 AA42 RD

City

NORWOOD

State

CO

ZIP Code

81423

Email Address of Event Manager

emhight@aol.com

1. Is the place to have the Special Event located on State-owned property?

☐ Yes ☒ No

2. Has Applicant Organization or Political Candidate been issued a Special Event Permit this Calendar Year?

☒ No ☐ Yes, How many days?

3. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes?

☐ No ☐ Yes, License Number

4. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed?

☒ Yes ☐ No

5. For Chambers of Commerce - Each member who holds a retail establishment permit attests they are not exercising the privileges of the retail establishment permit for the duration of the SEP days.

☐ Yes ☐ No

6. For Chambers of Commerce - Please list all members participating in the SEP.

List Below the Exact Date(s) for Which Application is Being Made for Permit

Date		Date	
10/10/24			
From:	To:	From:	To:
5:30pm	9:30 pm		

Date		Date	
From:	To:	From:	To:

Date		Date	
From:	To:	From:	To:

Date		Date	
From:	To:	From:	To:

Date		Date	
From:	To:	From:	To:

Date		Date	
From:	To:	From:	To:

Date		Date	
From:	To:	From:	To:

Date		Date	
From:	To:	From:	To:

Oath of Applicant

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

Title

Lone Cone Legacy Trust Treasurer

Signature

Emily D. Haight

Date (MM/DD/YY)

7/21/26

Report and Approval of Local Licensing Authority (City or County)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended.

Therefore, this Application is Approved.

Local Licensing Authority (City or County)

☐ City ☐ County

Telephone Number of City/County Clerk

Title

Signature

Date (MM/DD/YY)

Do Not Write in this Space - For Department of Revenue Use Only

Liability Information

License Account Number

Liability Date

State

Total

-750 (999)

\$

.00

Application Information and Checklist

The following supporting documents must be attached to this application for a permit to be issued:

- ☒ Appropriate fee.
 - ☒ Diagram of the area to be licensed (not larger than 8 1/2" X 11" reflecting bars, walls, partitions, ingress, egress and dimensions. **Note:** If the event is to be held outside, please submit evidence of intended control, i.e., fencing, ropes, barriers, etc.
 - ☒ Copy of deed, lease, or written permission of owner for use of the premises.
 - ☒ Certificate of good corporate standing (NONPROFIT) issued by Secretary of State within last two years; **or**
 - ☒ If not incorporated, a NONPROFIT charter; **or**
 - ☒ If a political Candidate, attach copies of reports and statements that were filed with the Secretary of State.
-
- ☐ Application must first be submitted to the Local Licensing Authority (city or county) at least thirty (30) days prior to the event.
 - ☐ Public notice of the proposed event and procedure for protesting issuance of the permit shall be conspicuously posted at the proposed location for at least (10) days before approval of the permit by Local Licensing Authority. (44-5-106 C.R.S.)
 - ☐ State Licensing Authority must be notified of approved applications by Local Licensing Authorities within ten (10) days of approval.
 - ☐ Check payable to the Colorado Department Of Revenue

Qualifications for Special Events Permit

(44-5-102 C.R.S.)

A Special Event Permit issued under this article may be issued to an organization, whether or not presently licensed under Articles 4 and 3 of this title, which has been incorporated under the laws of this state for the purpose of a social, fraternal, patriotic, political or athletic nature, and not for pecuniary gain or which is a regularly chartered branch, lodge or chapter of a national organization or society organized for such purposes and being non profit in nature, or which is a regularly established religious or philanthropic institution, and to any political candidate who has filed the necessary reports and statements with the Secretary of State pursuant to Article 45 of Title 1, C.R.S. A Special Event permit may be issued to any municipality owning arts facilities at which productions or performances of an artistic or cultural nature are presented for use at such facilities.

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

THE TELLURIDE FOUNDATION

is a

Nonprofit Corporation

formed or registered on 08/03/2000 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20001151555 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 08/19/2024 that have been posted, and by documents delivered to this office electronically through 08/20/2024 @ 12:38:00 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 08/20/2024 @ 12:38:00 in accordance with applicable law. This certificate is assigned Confirmation Number 16312192 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

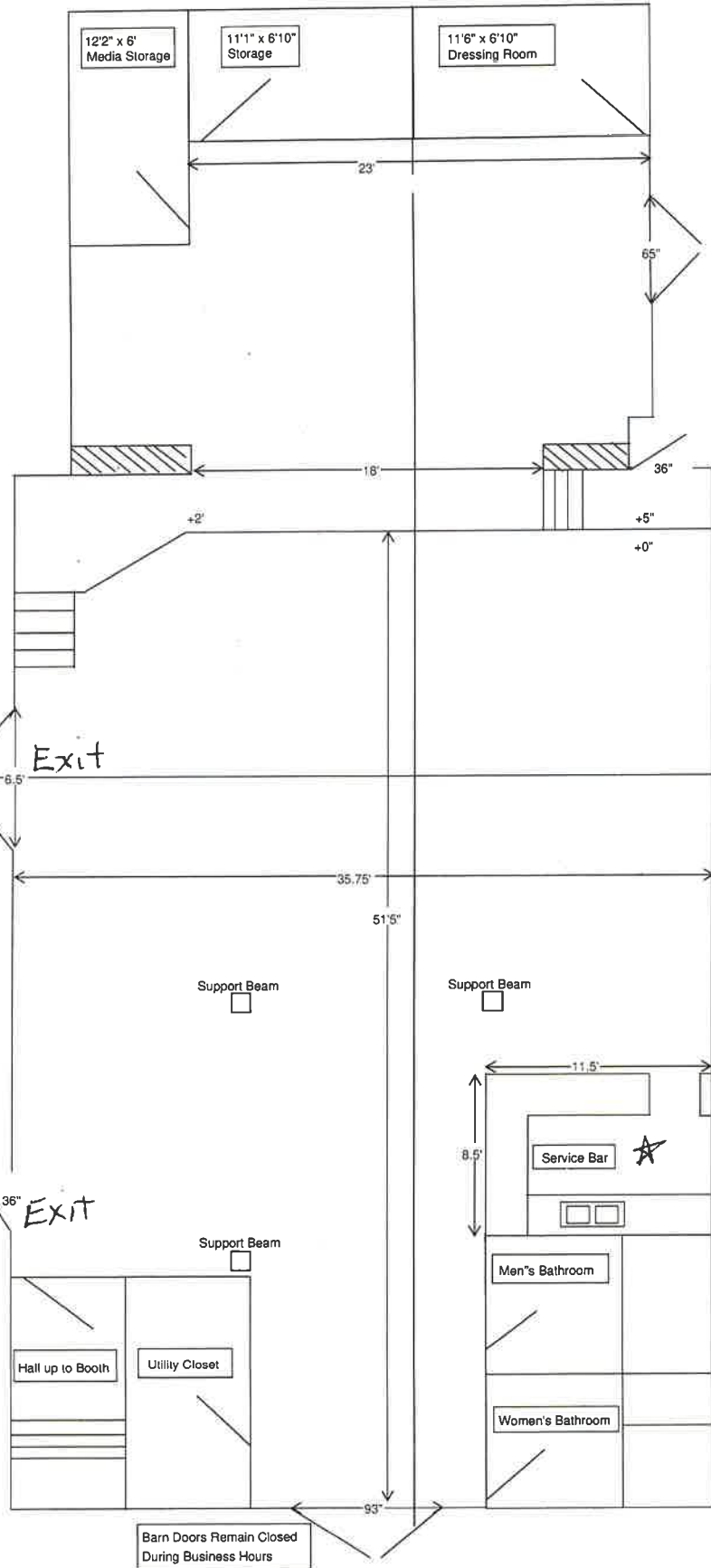
Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

yard

Patio

French Doors:
To Be Installed 7/12/21

Exit



The Livery Dimensional Drawing

Prepared By Erika Bush

July 2021

Not to Scale

Version 1

Google Maps



Application for a Special Events Permit

Liquor Permit Number (Do Not Fill Out)

In order to qualify for a Special Events Permit, You **Must Be a Qualifying Organization Per 44-5-102 C.R.S. and One of the Following (See back for details.)**

- ☐ Social ☐ Athletic ☐ Philanthropic Institution
☐ Fraternal ☐ Chartered Branch, Lodge or Chapter ☐ Political Candidate
☐ Patriotic ☐ National Organization or Society ☒ Municipality Owned Arts Facilities
☐ Political ☐ Religious Institution ☐ Chamber of Commerce

LIAB Type of Special Event Applicant is Applying for:

- 2110 ☒ Malt, Vinous And Spirituous Liquor \$25.00 Per Day
2170 ☐ Fermented Malt Beverage \$10.00 Per Day

Name of Applicant Organization or Political Candidate

Norwood Park and Recreation District

State Sales Tax Number (Required)

98-20038-0000

Mailing Address of Organization or Political Candidate

P.O. Box 645

City State ZIP Code
Norwood CO 81423

Address of Place to Have Special Event

1555 Summit St.

City State ZIP Code
Norwood CO 81423

Authorized Representative of Qualifying Organization or Political Candidate

Liza Tanguay

Date of Birth (MM/DD/YY)

04/08/1962

Phone Number

970-708-8042

Authorized Representative's Mailing Address (if different than address provided in Question 2.)

P.O. Box 531

City State ZIP Code
Norwood CO 81423

Event Manager

Liza Tanguay

Date of Birth (MM/DD/YY)

04/08/1962

Phone Number

970-708-8042

Event Manager Home Address

1420 S. Pine St.

City

Norwood

State ZIP Code

CO

81423

Email Address of Event Manager

director@norwoodparkandrec.org

1. Is the place to have the Special Event located on State-owned property?

☐ Yes ☒ No

2. Has Applicant Organization or Political Candidate been issued a Special Event Permit this Calendar Year?

☐ No ☒ Yes, How many days?

4

3. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes?

☒ No ☐ Yes, License Number

4. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed?

☒ Yes ☐ No

5. For Chambers of Commerce - Each member who holds a retail establishment permit attests they are not exercising the privileges of the retail establishment permit for the duration of the SEP days.

☐ Yes ☐ No

6. For Chambers of Commerce - Please list all members participating in the SEP.

List Below the Exact Date(s) for Which Application is Being Made for Permit

Date Sept. 26, 2026	Date Dec. 20, 2026
From: 6:00 PM	From: 5:00 PM
To: 11:00 PM	To: 10:00 PM
Date	Date
From:	From:
To:	To:
Date	Date
From:	From:
To:	To:
Date	Date
From:	From:
To:	To:
Date	Date
From:	From:
To:	To:
Date	Date
From:	From:
To:	To:
Date	Date
From:	From:
To:	To:
Date	Date
From:	From:
To:	To:
Date	Date
From:	From:
To:	To:
Date	Date
From:	From:
To:	To:

Oath of Applicant

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

Title <i>Executive Director</i>	
Signature <i>[Signature]</i>	Date (MM/DD/YY) <i>07/27/26</i>

Report and Approval of Local Licensing Authority (City or County)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended.

Therefore, this Application is Approved.

Local Licensing Authority (City or County) 		☐ City	☐ County
Telephone Number of City/County Clerk 			
Title 			
Signature 		Date (MM/DD/YY) 	

Do Not Write in this Space - For Department of Revenue Use Only

Liability Information

License Account Number 	Liability Date
State 	Total
-750 (999)	\$.00

Application Information and Checklist

The following supporting documents must be attached to this application for a permit to be issued:

- ☐ Appropriate fee.
 - ☐ Diagram of the area to be licensed (not larger than 8 1/2" X 11" reflecting bars, walls, partitions, ingress, egress and dimensions. **Note:** If the event is to be held outside, please submit evidence of intended control, i.e., fencing, ropes, barriers, etc.
 - ☐ Copy of deed, lease, or written permission of owner for use of the premises.
 - ☐ Certificate of good corporate standing (NONPROFIT) issued by Secretary of State within last two years; **or**
 - ☐ If not incorporated, a NONPROFIT charter; **or**
 - ☐ If a political Candidate, attach copies of reports and statements that were filed with the Secretary of State.
-
- ☐ Application must first be submitted to the Local Licensing Authority (city or county) at least thirty (30) days prior to the event.
 - ☐ Public notice of the proposed event and procedure for protesting issuance of the permit shall be conspicuously posted at the proposed location for at least (10) days before approval of the permit by Local Licensing Authority. (44-5-106 C.R.S.)
 - ☐ State Licensing Authority must be notified of approved applications by Local Licensing Authorities within ten (10) days of approval.
 - ☐ Check payable to the Colorado Department Of Revenue
-

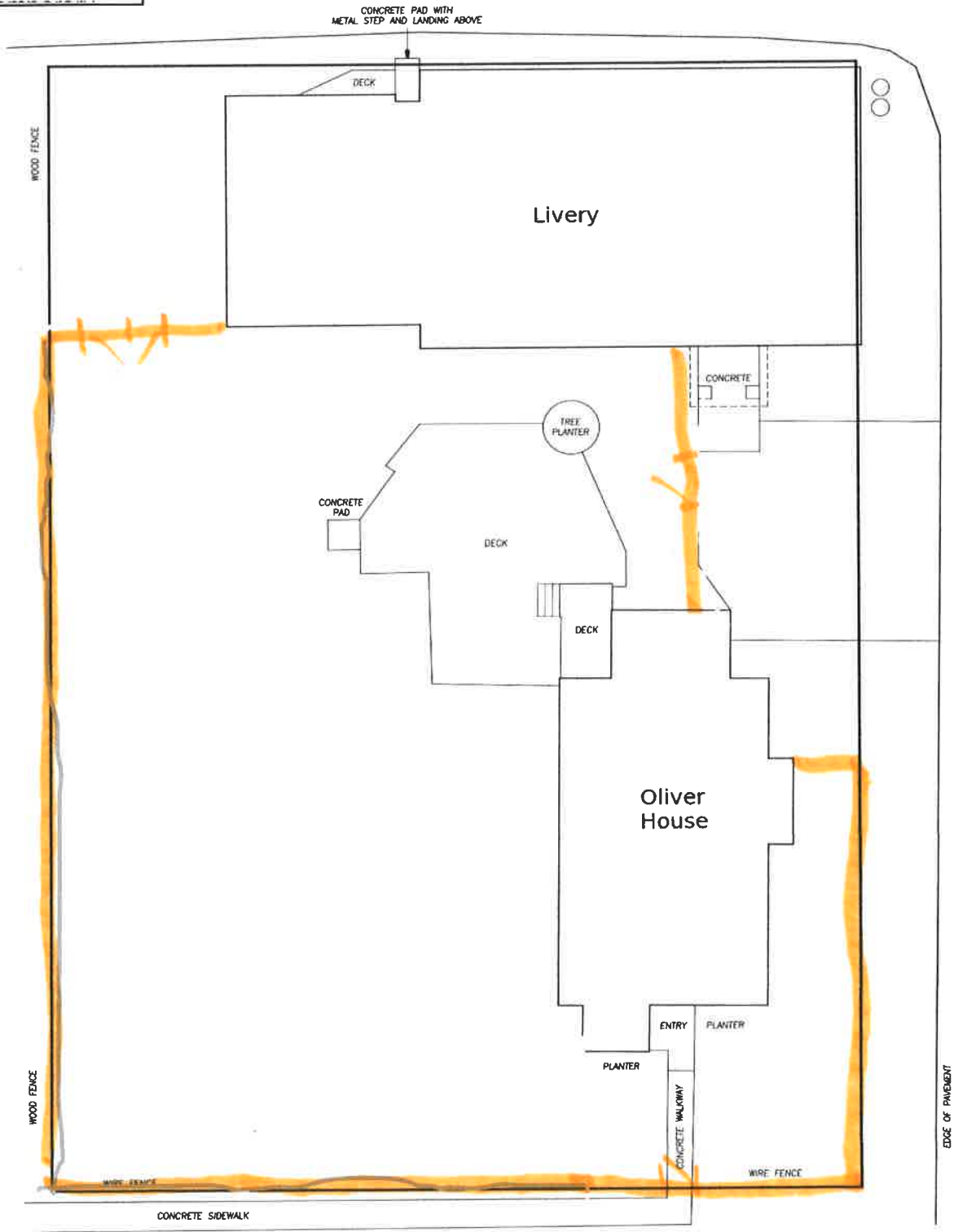
Qualifications for Special Events Permit

(44-5-102 C.R.S.)

A Special Event Permit issued under this article may be issued to an organization, whether or not presently licensed under Articles 4 and 3 of this title, which has been incorporated under the laws of this state for the purpose of a social, fraternal, patriotic, political or athletic nature, and not for pecuniary gain or which is a regularly chartered branch, lodge or chapter of a national organization or society organized for such purposes and being non profit in nature, or which is a regularly established religious or philanthropic institution, and to any political candidate who has filed the necessary reports and statements with the Secretary of State pursuant to Article 45 of Title 1, C.R.S. A Special Event permit may be issued to any municipality owning arts facilities at which productions or performances of an artistic or cultural nature are presented for use at such facilities.

ALLEY

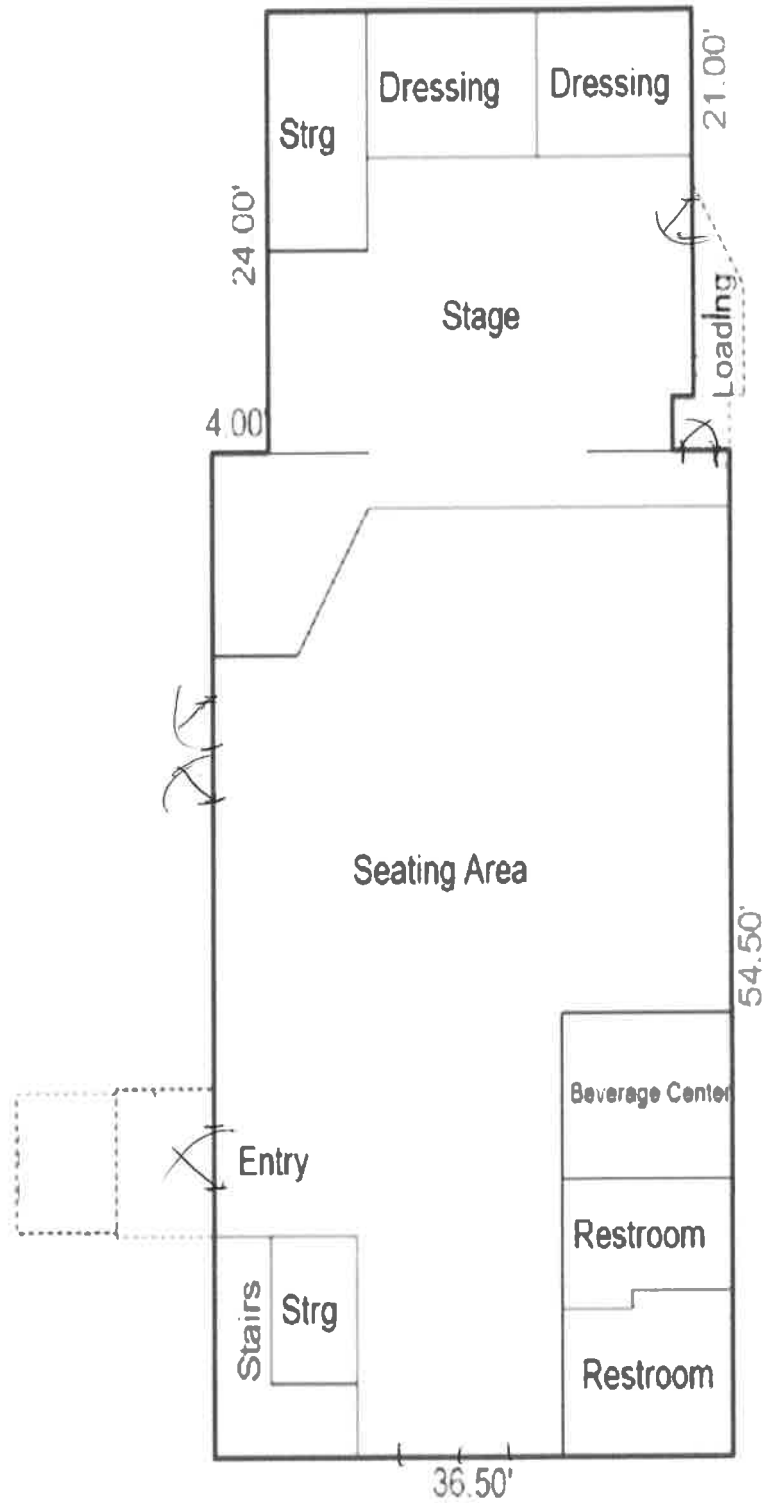
Existing Fence



LUCERNE STREET

SUMMIT STREET

Livery Playhouse Floor Plan



Colorado Documentary Fee
\$20.00



State Documentary Fee
Date: October 29, 2018
\$20.00

Warranty Deed
(Pursuant to 38-30-113 C.R.S.)

THIS DEED, made on October 29th, 2018 by CKO ENTERPRISES, LLC, A NEVADA LIMITED LIABILITY COMPANY Grantor(s), of the County of Clark and State of Nevada for the consideration of (\$200,000.00) ***Two Hundred Thousand and 00/100*** dollars in hand paid, hereby sells and conveys to NORWOOD PARK AND RECREATION DISTRICT, a Colorado Special District, whose street address is PO BOX 845, NORWOOD, CO 81423-0845, County of San Miguel, and State of Colorado, the following real property in the County of San Miguel, and State of Colorado, to wit:

See attached "Exhibit A"

also known by street and number as: 15553 SUMMIT STREET, NORWOOD, CO 81423

with all its appurtenances and warrants the title to the same, subject to TAXES AND ASSESSMENTS FOR THE YEAR 2018 AND SUBSEQUENT AND THOSE MATTERS SET FORTH ON EXHIBIT B2 ATTACHED HERETO AND MADE A PART HEREOF.

CKO ENTERPRISES, LLC, A NEVADA LIMITED
LIABILITY COMPANY

BY: CKO IRREVOCABLE SPENDTHRIFT TRUST,
MANAGER/MEMBER

By: 
CURTIS ODOM, TRUSTEE

State of Colorado

County of Gasfield

The foregoing instrument was acknowledged before me on this day of October 29, 2018 by CURTIS ODOM AS TRUSTEE OF CKO IRREVOCABLE SPENDTHRIFT TRUST, MANAGER/MEMBER OF CKO ENTERPRISES, LLC, A NEVADA LIMITED LIABILITY COMPANY.

Witness my hand and official seal

My Commission expires: 11/13/2019


Notary Public

JAIRO ISAI GARCIA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20154044489
MY COMMISSION EXPIRES NOVEMBER 13, 2019

When recorded return to: NORWOOD PARK AND RECREATION DISTRICT
PO BOX 845, NORWOOD, CO 81423-0845



Exhibit A

UNIT 2, NORWOOD LIVERY CONDOMINIUMS, ACCORDING TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR NORWOOD LIVERY CONDOMINIUMS RECORDED AUGUST 8, 2008 UNDER RECEPTION NO. 403186, AND AS AMENDED IN INSTRUMENT RECORDED 11-1-2018 UNDER RECEPTION NO. 455642 AND ACCORDING TO THE PLAT FOR NORWOOD LIVERY CONDOMINIUMS RECORDED AUGUST 8, 2008 IN PLAT BOOK 1 AT PAGE 3982.

TOWN OF NORWOOD, COLORADO

RESOLUTION NO. 2026-__

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF NORWOOD, COLORADO, SETTING A PUBLIC HEARING TO CONSIDER THE REMOVAL FOR CAUSE OF A MEMBER OF THE TOWN PLANNING COMMISSION, PROVIDING NOTICE OF THE GROUNDS FOR REMOVAL, AND ESTABLISHING HEARING PROCEDURES

WHEREAS, the Town of Norwood is a statutory town organized under the laws of the State of Colorado; and

WHEREAS, pursuant to the Norwood Municipal Code, members of the Norwood Planning Commission are appointed by the Mayor with the consent and ratification of the Board of Trustees; and

WHEREAS, while the Norwood Municipal Code is silent on the explicit mechanism for the removal of an appointed Planning Commissioner, established legal principles and municipal best practices dictate that the power of removal incident to the power of appointment should follow a clear, fair, and transparent process; and

WHEREAS, the Board of Trustees finds that due process requires that an appointed official facing removal for cause be provided with reasonable advance notice of the specific grounds for removal and a meaningful opportunity to be heard before the Board of Trustees; and

WHEREAS, allegations and concerns have been raised regarding the conduct and behavior of Planning Commissioner **Nancy Willis** relative to her official duties on the Planning Commission, which may constitute sufficient cause for removal; and

WHEREAS, the Board of Trustees desires to formalize the scheduling, notification, and procedural rules for a hearing to evaluate these matters impartially.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF NORWOOD, COLORADO, THAT:

Section 1. Hearing Date, Time, and Location Scheduled.

A formal evidentiary hearing shall be held before the Board of Trustees on **September 9, 2026**, at **7:00 PM**, or as soon thereafter as the matter may be heard, at the Norwood Town Hall, located at 1675 Summit Street, Norwood, Colorado.

Section 2. Statement of Grounds for Removal.

The specific behavioral and procedural grounds to be considered as "cause" for removal at the hearing include, but are not limited to, the following allegations:

Ground 1: Repeated Failure to Follow Established Administrative Procedures and Governance Protocols

The Commissioner repeatedly failed to follow established administrative processes by bypassing the Town's administrative structure and communicating directly with Town consultants and other personnel regarding matters that should have first been addressed through established Town procedures. The concern is not a single communication, but a recurring pattern that has created confusion regarding the respective roles of commissioners, staff, and consultants and has interfered with the orderly administration of Town business.

Ground 2: Conduct Inconsistent with the Professional Standards Expected of an Appointed Commissioner

The Commissioner engaged in a pattern of conduct toward Town staff that is inconsistent with the standards of professionalism, civility, and respect expected of appointed public officials. This charge would encompass the documented concerns submitted by Town staff regarding professional interactions, communication, and conduct that has adversely affected working relationships and the ability of staff to effectively perform their responsibilities.

Ground 3: Conduct Affecting the Integrity and Effective Functioning of the Planning Commission and Board of Adjustment

The cumulative pattern of conduct has adversely affected the effective operation of the Planning Commission and Board of Adjustment by undermining established governance processes, requiring repeated administrative intervention, diverting staff resources, and diminishing confidence in the ability of these quasi-judicial bodies to function in a professional and impartial manner.

Section 3. Service of Notice and Rights of the Affected Commissioner.

The Town Clerk is hereby directed to serve a copy of this Resolution, alongside a formal Notice of Hearing, upon Planning Commissioner Nancy Willis no less than ten (10) calendar days prior to the scheduled hearing date. Service may be made via certified mail, return receipt requested, or by personal service. The affected Commissioner shall possess the following rights at the hearing:

- The right to be represented by legal counsel at their own expense.
- The right to present oral and written statement evidence, call witnesses, and introduce documents.
- The right to cross-examine any witnesses called by the Town or Board.

Section 4. Order of Hearing Procedures.

The hearing shall be conducted in an orderly and quasi-judicial manner, presided over by the Mayor (or Mayor Pro Tem if a conflict exists), utilizing the following sequence:

1. **Opening:** Call to order and introductory remarks by the presiding officer.
2. **Town's Case:** Presentation of allegations, supporting evidence, and witnesses by the Town's legal counsel or designated representative.

3. **Commissioner's Case:** Presentation of evidence, statements, and witnesses by the affected Commissioner or their legal counsel.
4. **Rebuttal:** Brief opportunity for rebuttal evidence by both parties, if necessary.
5. **Board Deliberations:** The Board of Trustees may close the evidentiary portion of the hearing and deliberate in open session.
6. **Decision:** The Board of Trustees shall vote on whether cause for removal exists. A separate resolution formally finalizing the removal or retention will be executed following the vote.

Section 5. Effective Date.

This Resolution shall take effect immediately upon its adoption.

INTRODUCED, READ, PASSED, AND ADOPTED this ___ day of August, 2026.
TOWN OF NORWOOD, COLORADO

By: _____
Candy Meehan, Mayor

ATTEST:

Cidney Ross, Town Clerk

ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF NORWOOD, COLORADO, AMENDING THE NORWOOD MUNICIPAL CODE TO ESTABLISH A TOWN-WIDE SPEED LIMIT OF FIFTEEN (15) MILES PER HOUR ON ALL TOWN STREETS UNLESS OTHERWISE POSTED

WHEREAS,

The Board of Trustees of the Town of Norwood finds that the protection of public health, safety, and welfare is a fundamental responsibility of municipal government; and

WHEREAS,

The Board of Trustees has determined that reducing vehicle speeds within the Town will improve safety for pedestrians, bicyclists, motorists, children, and other users of public rights-of-way; and

WHEREAS,

Lower vehicle speeds reduce the likelihood and severity of traffic collisions and enhance the livability of residential and commercial areas; and

WHEREAS,

The Board of Trustees finds it to be in the best interest of the Town and its residents to establish a default speed limit of fifteen (15) miles per hour on all Town-owned and maintained streets unless otherwise designated by official traffic control devices.

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

Section 1. Amendment to Municipal Code

The Norwood Municipal Code is hereby amended by adding or revising the following section:

Section _____. Town-Wide Speed Limit

A. Unless otherwise posted by official traffic control devices, the maximum lawful speed on all streets, roads, alleys, and rights-of-way owned or maintained by the Town of Norwood shall be fifteen (15) miles per hour.

B. The Town Administrator, Public Works Director, or their designee is authorized to install and maintain appropriate traffic control devices and speed limit signage as necessary to implement this ordinance.

C. The Board of Trustees may establish different speed limits for specific streets or roadway segments by resolution or ordinance when warranted by engineering, traffic, or public safety considerations.

D. Any person operating a motor vehicle in excess of the posted speed limit or the default fifteen (15) mile per hour speed limit shall be subject to penalties as provided elsewhere in the Norwood Municipal Code and applicable Colorado law.

Section 2. Enforcement

The provisions of this ordinance shall be enforceable by any law enforcement agency having jurisdiction within the Town of Norwood.

Section 3. Severability

If any section, subsection, sentence, clause, or phrase of this ordinance is held invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.

Section 4. Repealer

All ordinances, resolutions, or parts thereof in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 5. Effective Date

This ordinance shall take effect thirty (30) days following its final adoption and publication as required by law.

ADOPTED this ____ day of _____, 2026.

TOWN OF NORWOOD, COLORADO

Candy Meehan, Mayor

ATTEST:

Cidney Ross, Town Clerk



Norwood Dark Sky Advocates

NorwoodDarkSky.org
norwooddarksky@gmail.com

*Maintaining the dark skies over Norwood
and the surrounding area for the enjoyment,
education and protection of all entities.*

Norwood was given the status of International Dark Sky Community in February of 2019 and was the 22nd Dark Sky Community in the world. The night skies here are some of the darkest on the planet and protecting them should be of the upmost importance. The code currently in use was the original document from Dark Sky International and in February of this year they released an updated version, the first and only update they have made thus far. Below you will find some key points on updates to this code as well as some action items. Please do not hesitate to reach out with any questions you may have.

Notable Changes

- Lighting Zone table and Examples chart
- Enforcement and Penalty section
- Definitions; a lot of the same information with some updates and name changes

Action Items

- Remove old standards from Chapter 5 of the Norwood LUC
- Add new standards as its own chapter to the new Norwood LUC
- Add a checkbox to the Zoning Development Permit Application under one of the "verify compliance" sections for "Dark Sky Lighting Requirement"
- Appoint a liaison for Dark Sky (NDSA can likely filter complaints and bring notable ones to the liaison)

Thank you for your time,
The Norwood Dark Sky Advocates Board of Directors:
Creighton Wood
Ellen Metrick
Hailey Bruinsma
Nathan Cook



DarkSky International

2026 U.S. Municipal Code for Outdoor Lighting

February 20, 2026 – Version 1.1

Introduction

This DarkSky International (DarkSky) template provides outdoor lighting requirements for any local government (e.g., county, municipality) seeking to enact responsible outdoor lighting code (i.e., ordinance, bylaw). The language and requirements herein are a proven approach to mitigate light pollution and other misuses of artificial light at night. Such misuses threaten visual performance and human safety at night, brighten the naturally dark sky, waste valuable energy resources, and may damage nocturnal ecosystems or cause adverse biological health disruptions. The requirements work together holistically to meet the Five Principles for Responsible Outdoor Lighting co-authored by DarkSky and the Illuminating Engineering Society.

Instructions for Use

Narrative written in *[Blue + Italicized font]* are instructions intended for the user, including why a topic is being addressed, and, when applicable, optional requirements or choices. The language within this template will assist advocates and municipal staff members draft appropriate language. Narrative in *[red brackets]* requires the insertion of an appropriate name, term, value, or date depending on local conditions.

Before completion, it is recommended to gather input from key stakeholders (e.g., law enforcement, staff, community, utilities) so all perspectives are considered. The intent is for options to be selected that best fit the passion, identity, and goals of the local community while still meeting DarkSky recommendations. Upon completion, unused options and user instructions should be deleted to keep the document concise.

DarkSky Recognized Program

A program is available for any jurisdiction seeking to have their outdoor lighting code recognized by DarkSky International. For questions regarding this program, contact the [DarkSky Lighting Program Manager](#).

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[MUNICIPALITY] OUTDOOR LIGHTING CODE

Note: Italicized and capitalized words and phrases are defined in section 4.0 Definitions.

1.0 PREFACE

1.1 Authority

On behalf of [municipality], this outdoor lighting code is enacted on [date] pursuant to, and in accordance with, the authority of the [city council].

1.2 Purpose

[Municipal code for outdoor lighting should first establish a purpose and intent for having one. This information is important for future decision makers who will be faced with new and unique variance requests. While preamble and background narratives are not usually accepted as code or bylaw, recitals are an effective way to incorporate background and intent. Recitals must be factual, not general, and kept to a minimum.]

- A.** Outdoor lighting requirements are intended to protect the health and welfare of all residents within the jurisdiction, enhance its [character and quality of life], prevent inappropriate and poorly installed outdoor lighting, reduce lighting conflicts between property owners, prevent the increase of potentially harmful sky glow, and preserve the naturally dark sky for the benefit of residents, visitors, wildlife, and the environment. The *Five Principles for Responsible Outdoor Lighting* will guide [municipality]'s outdoor lighting decisions because:

1. Whereas, outdoor uses of *artificial light at night (ALAN)* often include misdirected or bright sources of light that cause an unsafe reduction in human visual performance; and
2. Whereas, unnecessary, excessive, and misdirected *ALAN* contributes to *Light Pollution* and wastes energy resources that would, if corrected, generate tangible cost savings; and
3. Whereas, increased use of *ALAN* has contributed to an escalation of *Light Pollution*, thus increasing the brightness of the night sky by 10% annually and rendering the current night sky orders of magnitude (often hundreds of times) brighter than the natural sky background; and
4. Whereas, *Light Pollution* from *ALAN* is known to cause adverse effects on the health and well-being of birds, wildlife, nocturnal ecosystems, vegetation, and under certain circumstances, human health;
5. Now, therefore, let it be resolved that the [municipality], which has the authority to protect natural resources and maintain a healthy environment for present and future generations, chooses to enact this outdoor lighting code *[the following is optional and not required for DarkSky Recognition, but highly recommended:]* and hereby assign the following *Lighting Zones* to all property within the [municipal] boundaries:

[Insert table or map] *[See Appendix B for example formats.]*

[Assignment of Lighting Zones by the jurisdiction will enable appropriate and coordinated Light Levels based on land use tasks (not property values), avoid subjectivity, and establish a thoughtful hierarchy of lighting conditions across the jurisdiction. ANSI/IES RP-43-25, Appendix A, and Appendix B provide guidance on how to establish lighting zones.]

1.3 Applicability

- A. This outdoor lighting code shall apply to all sources of outdoor lighting being installed, altered, or replaced within [municipality]. This includes, but is not limited to, newly permitted development, remodels, and construction projects involving homes, dwellings, roadways, public right-of-way, [signage, billboards] buildings, facilities, properties, landscape features, parking lots, hardscape, non-habitable structures, and monuments.
- B. Existing outdoor lighting lawfully installed prior to enactment and not meeting the requirements of this code shall be considered legal and repairable but non-conforming. All non-conforming *Luminaires* may continue to be used and maintained until one of the following occurs:
 - 1. A determination by the [code official] that an outdoor light source constitutes a nuisance or hazard to public safety.
 - 2. When a property is re-zoned for new land use, at which time all outdoor lighting on the property shall meet the requirements of this code before the new use commences.

1.4 Exemptions

- A. **Lawful:** Lighting requirements mandated by a legal jurisdiction with broader authority (e.g., federal, state, or territorial) than the [municipality], including but not limited to:
 - 1. Navigational lighting systems regulated by the Federal Aviation Administration and the US Coast Guard.
 - 2. Any conflicting building code or Department of Transportation illumination requirements.
 - 3. Lighting for worker safety as mandated by the Occupational Safety and Health Administration.
- B. **Safety:** Lighting installed for the benefit of public safety, including but not limited to:
 - 1. A judgement by the [code official] that extenuating circumstances justify an exemption or exception for security lighting.
 - 2. Temporary lighting required by authorized first responders during emergency procedures.
- C. **Temporary Lighting:** Temporary lighting approved by permit for special events, festivals, and/or community benefit, provided the permitted lighting still meets Sections 2.1(A) legality, 2.1(C)(2) light trespass, and Section 2.1(D) control requirements.
 - 1. Temporary permits shall not operate longer than [14] consecutive days.
- D. *[Option without penalty to DarkSky Recognition status:]* **Seasonal:** *Seasonal Lighting* used from [date] to [date]. *[While some municipalities will choose to make this exempt, it may be better to prescribe seasonal lighting requirements to guide the desired outcome. See Section 2.4.]*
P&Z recommend 45 days with timers suggested

1.5 Prohibitions

- A. **ALAN** must not interfere with the safe movement of motor vehicles. Any lighting that distracts or disables the vision of a motor vehicle operator (e.g., excessively bright or rapid blinking, flashing, and/or motion video) or contributes to traffic control confusion (e.g., sources resembling or imitating traffic or railroad signals) is prohibited.
- B. Beacons and searchlights are prohibited, except for emergency use by authorized first responders.

2.0 REQUIREMENTS

2.1 General

- A. Legality:** All outdoor *Luminaires* and *Luminaire* installations shall comply with federal and state law; county and municipal codes; applicable energy and building codes; product safety labeling; and shall be subject to the appropriate permit and inspection requirements thereof.
- B. Light Level:** *[As stated in the five principles for responsible outdoor lighting, installed lighting at night must have a purpose. For example, if roadway lighting is necessary and installed, it should be evaluated against roadway lighting standards. For that reason, we are explicitly identifying any lighting installed for “an” outdoor use, so that it is not evaluated against adjacent criteria.] Unless otherwise specified, lighting installed for an outdoor use shall not exceed 50% more than the *Light Level* allowed by the applicable ANSI/IES, or other nationally recognized, *Lighting Standard* as published by [date].*
1. Exception: Non-Residential lighting when no *Luminaire* installed on the property exceeds a total output greater than 3,000 *Lumens*.
- C. Distribution**
1. **Uplight and Very High Angle:** Unless otherwise specified, *Luminaires* emitting more than 1,000 *Lumens* shall be *Zero Uplight* and either emit no more than 5% of their total *Lumen* output above 80 degrees from *Nadir* or achieve a maximum *G2* rating. Exceptions are:
 - a) *Luminaires* that are part of a historical registration site or approved by the municipality for commercial, central business, and entertainment corridors emitting fewer than 500 lumens above 90-degrees from *Nadir*.
 - b) Festoon string lighting where no individual lamp emits more than 50 lumens, and the lumen density of the string is no greater than 25 lumens per foot. *[This will restrict some medium-base line-voltage products that are not recommended unless they are shielded.]*
 - c) *Luminaires* used for façade illumination which are shielded and aimed, such that their direct light emission is contained to the architectural target.
 2. **Trespass:** Unless otherwise specified, *Light Trespass* shall meet the following:
 - a) *Luminaire* lamp sources shall not be visible from federal or state wilderness, natural area, or other areas designated for environmental protection; and therefore, *Light Trespass* shall not exceed one-tenth (0.1) *Lux*.
 - b) *Light Trespass* onto Waters of the United States shall not exceed one (1) *Lux*.
 - c) *Light Trespass* onto Residential property shall not exceed three (3) *Lux* when measured 5 meters (15ft) inside the property/easement line or at the dwelling façade, whichever distance is closest to the property/easement line.
 - d) *Light Trespass* onto public right-of-way shall not exceed five (5) *Lux*.
- D. Controls:** Unless otherwise specified, lighting installed for outdoor uses shall meet the following requirements during *Nighttime Curfew*:
1. When applicable, outdoor lighting shall dim or be extinguished as prescribed by the adopted energy code.

2. *Non-essential* outdoor lighting, including but not limited to landscape features and decorative lighting elements, shall be extinguished or dimmed by at least 50 percent.
3. *Luminaires* activated by motion detection shall automatically return to their prior state no greater than [5] minutes after activity is no longer detected.

E. Spectrum: Unless otherwise specified, the maximum allowable correlated color temperature (CCT) for outdoor *Luminaires* is 3000 K. *[Because blue light is more apt to scatter locally in the atmosphere, it is prone to being redirected back toward earth as a physical manifestation of sky glow. This veil of sky glow reduces the visibility of stars within the natural nighttime sky, and the increased illumination may disrupt biological and ecological health. A CCT of 3000 K is the highest recommended baseline criterion. Some communities may choose, or be accustomed to, 2400 K.]* Exceptions are:

1. Public safety needs supported by cited documentation.
2. Non-white light sources are allowed for decorative illumination of building facades, landscape features, and entertainment effect. *[Saturated color in the outdoor environment should have limited use.]*

2.2 Residential

A. The following requirements are supplemental to the General Outdoor Lighting Requirements (**Section 2.1**) and shall further regulate outdoor lighting on *Residential* properties that do not exceed a density of 36 dwellings per acre.

1. No *Luminaire* shall exceed 1,000 lumens of total output.
2. Adjustable flood light *Luminaires* mounted to roofed structures shall be controlled (i.e., turned on and off) by motion detection.
3. *[Because residential lighting is a major contributor to skyward light pollution, it is very important to require one of the following methods to limit lumen usage while maintaining a safe and equitable use of light. Depending on the municipal tolerance for complexity, select one of the following options which range from a basic default value without lighting zone assignments to more refined allowances based on common residential applications, tasks, and diminishing allowances for larger lots.]*

☐ The installed lumen allowance shall not exceed 11,800 lumens per acre of lot area.

☐ The installed lumen allowance shall follow the values shown in **Table 2.2**. For multi-family development, lot size shall be calculated for each dwelling unit by dividing the total lot size by the number of dwelling units on the lot:

P&Z recommend removing #3 and keep lighting examples for reference.

TABLE 2.2: RESIDENTIAL LUMEN ALLOWANCE PER DWELLING UNIT (If lighting zones are not assigned, use Lz1)					
Dwelling Unit Lot Size			Lz0	Lz1	Lz2
(acre)	(sq feet)	(sq meters)			
1.33+	58,000	5400	5,100	12,750	25,500
1.00	43,500	4040	4,700	11,800	23,600
0.75	32,500	3020	4,250	10,600	21,200
0.50	21,750	2020	3,500	8,700	17,400
0.33	14,375	1325	2,750	6,800	13,600
0.25	10,800	1000	2,250	5,600	11,200
0.20	8,700	800	1,900	4,750	9,500
0.13	5,400	500	1,325	3,300	6,600
0.05	2,175	200	610	1,525	3,050
0.03	1,200	110	360	890	1,780

Examples:

- Single Family: A Lz1 dwelling located on a lot of 9,000 sf will use the be allowed 4,750 lumens based on the lot threshold that has been met (8,700 sf).
- Multi-Family: 32 townhome units on a 3.2-acre development will equal 4,356 sf (i.e., 0.10 acres) per dwelling. Therefore, each dwelling is allowed 1,525 lumens when located in Lz1.
- Multi-Family: 70 apartment units on a 2-acre development equals 0.02 acres per dwelling. Therefore, the dwelling density is too high, and lumen limits are not applicable. Therefore **Section 2.1(B)** must be used.

□ *[This formula is the most exact method for calculating residential lumen limits. This method is also the background math behind the allowances listed in Table 2.2.]* The installed lumen allowance may be calculated using the following formula:

$$\text{Residential Lumen } AL_{\max} \cdot (1 - e^{-kAp})$$

$L_{\max}$ = lumen density value based on *Lighting Zone*: 5,600 (Lz0); 14,000 (Lz1 default); 28,000 (Lz2)

e = Euler's natural logarithm (approx., 2.71828)

A = square footage being allocated for a dwelling unit after the total lot size (sf) is divided by the number of dwelling units on that lot.

$p = 0.93$ (the reducing rate of lumen rise as lot size increases)

$k = 0.00009$ (the magnitude of allowable lumens relative to lot size)

- B. Sport and recreational lighting on *Residential* property are exempt from the requirements of **Section 2.2(A)** provided it meets the requirements of **Section 2.3(A)(1)**.

2.3 Sports Lighting

- A. The following requirements are supplementary to the General Outdoor Lighting Requirements (**Section 2.1** and its subsections) and shall further regulate outdoor sport and recreational lighting.
1. **Residential Use:** *[Allowing Residential sport court lighting at night is a choice. Many benchmark communities do not allow the illumination of sport courts when located on Residential property to avoid neighborhood complaints.]*
 - a) Unless otherwise approved by permit, lighting installed for *Residential* sport and recreational courts shall not exceed 300 *Lux* illuminance average, or 10% more than the *Light Level* recommended by ANSI/IES RP-6 Class 4 "Class of Play" as published by [date].
 - b) Lighting for sport and recreational play on *Residential* property shall be extinguished during *Nighttime Curfew*.

2. **Park, Amateur, Collegiate, Professional, and Outdoor Entertainment Facility:** *[The following requirements are a subset of the DarkSky Approved Outdoor Sports Lighting Facilities program. These criteria have been proven to create safe playing fields while also mitigating problematic light pollution. DarkSky Approved Sports Lighting Facilities would meet these requirements.]*
- a) Eighty-five percent (85%) of the lumens generated by sports lighting luminaires shall be confined to within 10 meters (33 feet) or a distance equal to one pole height, whichever is greater, beyond the playing field, spectator track or bleacher area, whichever is greater.
 - b) Lighting installations for aerial sports are allowed a maximum of 8% of the total lumen output to be emitted above 80 degrees from *Nadir*.
 - c) The maximum *Light Level* shall not exceed 10% more than the *Light Level* recommended for the “Class of Play” by the referable *Lighting Standard*.
 - d) The maximum *CCT* for outdoor sports lighting should be the lowest possible for the sport, class of play, and viewing audience as defined by the relevant *Lighting Standard*, while never exceeding 5700 K.
 - e) The maximum luminous intensity from any *Luminaire* lighting a sports field shall not exceed 10,000 *candelas* (cd) as calculated using computer software or measured along a perimeter that is 46 meters (150 feet) from the edge of the field, at 1.5 meters (5 feet) above grade. *[This requirement is considered the minimum guideline for glare reduction because sports lighting can be 85% contained, meet light trespass illuminance requirements, and still produce obtrusive brightness in the surrounding properties that cause an individual to uncomfortably squint or turn away. There are many LED products with shielding and optical control that can meet this requirement. The design process and installation crews can validate this measurement on behalf of the municipality. When post-installation measurement is difficult, third party sources can take these measurements.]*

2.4 [Additional Specialty Lighting Requirements Available:]

[Supplemental outdoor lighting requirements are available for specialized uses and applications. These requirements can be found at <https://darksky.org> and are intended for insertion into the outdoor lighting code starting with section 2.4. The specialized uses and applications that are available include:]

- A. *[Seasonal Lighting]*
- B. *[Illuminated Signage]*
- C. *[Coastal Marine Turtle Habitat]*

3.0 COMPLIANCE PROCESS

3.1 Application

- A. **Submittal:** Whenever a building, subdivision, site plan, or outdoor building/lighting permit is applied for, an outdoor lighting plan must be submitted along with a compliance statement that the proposed work will comply with all code requirements. The outdoor lighting plan must utilize one of the following:

1. **Schedule Method:** Only available for renovation and *Residential* lighting; projects to be documented using a spreadsheet format by listing the *Luminaire* identifications (i.e., manufacturer, model number, type), *Luminaire* quantities, installation locations, and *Lumen* outputs for each; or
 2. **Calculation Method:** Available for all project types, required for sports lighting (e.g., park, collegiate, professional), and when specifically requested by the [planning commission]; an outdoor lighting design shall be prepared using lighting design software and approved by a licensed Professional Engineer or Architect. *[Note: In Europe and the UK, lighting designers are not required to get lighting design plans approved by another entity]* This outdoor lighting plan shall include:
 - a) *Luminaire* identification (model number), installation locations, mounting heights, targeted directions, buildings, and other physical objects within the site that could affect the lighting outcome.
 - b) Site plan and *Light Level* calculation plots demonstrating conformance with this code, including the sports lighting luminous-intensity and *Light Trespass* limits.
- B. Review:** Submitted spreadsheets, site lighting plans, and compliance affidavits shall be subject to review and approval by the [administrator], or designee. The [administrator] shall have the authority to refer an application to the [planning and zoning commission] or the [historic commission] if deemed appropriate.
- C. Appeals:** Any appeals related to decisions regarding outdoor lighting shall be made to the [administrator], or designee.

3.2 Enforcement and Penalty

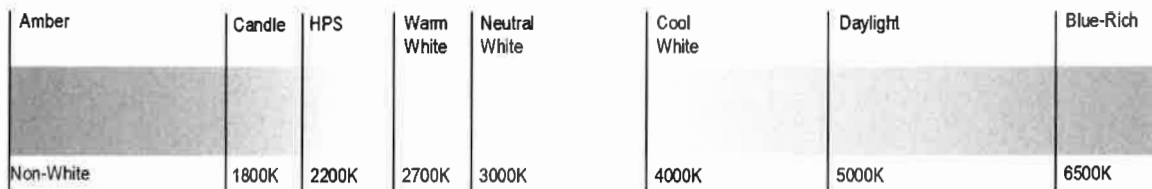
[Each municipality will have its own code and/or regulations from which to cite specific references on enforcement and penalties. This section should be tailored to cite those specific sections as applicable to ensure enforcement and that penalties can be administered.]

- A. Enforcement:** Unless otherwise noted, the [administrator], or designee, shall be responsible to implement, administer, and enforce this code, including investigations of alleged violation. A private right of action may also constitute enforcement of the requirements within this code.
1. The [administrator] charged with enforcing this code shall have the authority to grant partial waiver of specific requirements for up to one year if a property owner demonstrates that compliance creates unreasonable hardship, as balanced against the potential impacts of non-compliance, or results in conditions that are materially detrimental to health, safety or welfare.
- B. Penalty:** Any property owner (e.g., person, business, corporation) that does not meet the requirements of this code shall be in violation and issued a notice of administrative citation as provided by the jurisdiction code. Any property owner found to have violated any portion of this code shall correct the violations within [ninety (90)] days of the citation date. Each day a violation continues beyond the deadline without having been corrected shall be a separate offense. *[For municipalities without standard citation penalties or injunctive relief, a monetary fine is recommended for each citation.]*

3.0 DEFINITIONS

3.1 The following definitions apply to terms used within this code:

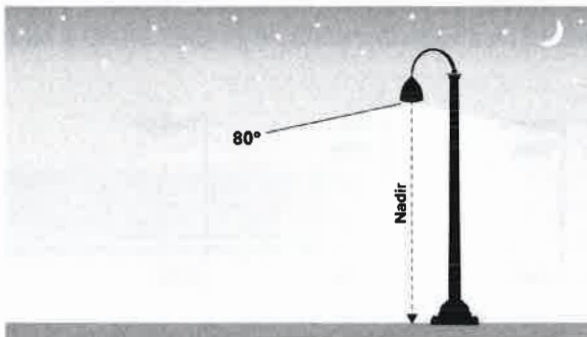
- A. ANSI/IES:** The Illuminating Engineering Society (IES) is an American National Standards Institute (ANSI)-recognized Standards Development Organization. ANSI/IES Recommended Practices are universally recognized as authoritative references for lighting applications.
- B. ALAN (artificial light at night):** Light that is created from human technology, rather than a naturally occurring process. Also known as anthropogenic lighting.
- C. Candela (cd):** The unit of measure for luminous intensity.
- D. CCT (correlated color temperature):** The measured color appearance of white light using units of kelvin (K). Lower CCTs (1800 K to 2200 K) appear very warm or amber. Medium CCTs (2700 K to 3000 K) appear warm white, similar to standard incandescent bulbs. High CCTs (4000 K and higher) appear cool white or daylight blue.



- E. DarkSky Approved Outdoor Sports Lighting:** A standalone program put forth by DarkSky International to guide and/or certify sports lighting that meets stringent glare and *Light Trespass* requirements.
- F. Five Principles for Responsible Outdoor Lighting:** Co-authored and published by DarkSky International and the Illuminating Engineering Society: 1) Use light only if needed; 2) distribute light only where it is needed; 3) use light that is no brighter than needed; 4) control light so it is on only when needed; and 5) use warmer color light when possible.
- G. G2 Rating:** A *Luminaire* fabricated or shielded in such a manner that its light emission profile has achieved a G2 rating using the ANSI/IES TM-15-20 standard.
- H. Light Level:** The measured luminous flux (illuminance) onto a surface or the intensity of light emitted from a surface (luminance) in a given direction. Typically measured and compared to values recommended by the appropriate *Lighting Standard*.
- I. Light Pollution:** Excessive or unnecessary *ALAN* traveling into areas where it is not needed or wanted. This can be in the form of *Light Trespass*, glare, or sky glow.
- J. Light Trespass:** Unwanted *ALAN* entering property without permission. Illumination limits are measured vertically 1.5 meters (5ft) above grade with the meter aimed toward the light source in question. Unless otherwise specified, limits are measured at any location along a property line.
- K. Lighting Standard:** A published lighting standard, including date or version number, which can be referenced for outdoor lighting applications. Examples include:
 - 1. ANSI/IES RP-2: outdoor retail spaces
 - 2. ANSI/IES RP-6: outdoor sports and recreational areas
 - 3. ANSI/IES RP-7: outdoor industrial areas
 - 4. ANSI/IES RP-8: roadway and parking facilities
 - 5. ANSI/IES RP-40: port terminals

6. ANSI/IES RP-43: outdoor pedestrian applications

- L. **Lighting Zone:** Co-authored by IES and DarkSky, lighting zones describe the luminous environment and related lighting conditions based on land uses and expected tasks. These range from natural and intrinsically dark zones to very bright zones. Definitions and descriptions of lighting zones can be found in ANSI/IES RP-43-25 and Appendix A.
- M. **Lumen (lm):** A unit of measure for the luminous flux of a light source.
- N. **Luminaire:** A complete lighting unit, including the light source, housing, optics, electronics, and other necessary components for the purpose of providing outdoor illumination.
- O. **Lux (lx):** The SI metric system unit of measure for illuminance.
- P. **Nadir:** A downward vertical vector directly beneath a luminaire, opposite to zenith.



- Q. **Nighttime Curfew:** The time between [10] PM and sunrise, or 6 AM (whichever comes earlier). For businesses and events with operating hours later than [10] PM, curfew hours will begin one hour after closing.
- R. **Non-essential:** Lighting that is not directly associated with security, motor vehicle safety, and pedestrian threats, including but not limited to: landscape feature lighting, illuminated signage or advertising after business hours, façade lighting, vacant sports fields, and seasonal lighting.
- S. **Residential:** Municipal zoning districts dedicated to places of low-rise (i.e., 3 stories or less) human residence and dwelling. Examples include single family, duplex, multi-family, condominium, townhome, and mobile home. This does not include vertically mixed-use districts.
- T. **Seasonal Lighting:** Outdoor or site lighting that is portable, temporary, decorative, and used in connection with holidays and traditions. This includes but is not limited to string lighting, icicle lighting, and lighted inflatables, none of which are intended for general illumination.
- U. **Shielding:** A *Luminaire* design, optical intervention, or physical accessory (such as a louver) preventing light emission from traveling into a particular area, angle, or region.
- V. **Zero Uplight:** An installed *Luminaire* that does not have visible light source emission at or above a horizontal plane passing through the lowest light-emitting part of the *Luminaire*; or a U0 BUG rating; or a 0% upward light ratio (ULR).

APPENDIX A – LIGHTING ZONE SUMMARY

Illuminance recommendations within ANSI/IES standards may be based on different luminous environments as expected and/or predicted by different land uses and their associated tasks. These luminous environments, defined as lighting zones, are described within ANSI/IES RP43-25. The following table is an abbreviated list of lighting zone descriptions and provided as a condensed summary.



ANSI/IES RP43-25 Table B-1

Scotopic	NLz	NATURAL CONDITIONS w/ NO ANTHROPOGENIC LIGHT: Applies to areas where the natural environment is adversely affected by anthropogenic lighting at night. Land Use Examples: Any area where the protection of the natural nighttime environment is critical. This includes wilderness, backcountry, natural parks, preserves, protected wildlife areas, and sizable areas surrounding observatories.
	Lz0	PROTECTED AREA w/ VERY LOW ANTHROPOGENIC LIGHT: Characterized by predominantly dark areas where there is a limited built environment for human use. Responsible lighting decisions in these areas should protect the natural environment to the greatest extent possible. Land Use Examples: Conventional outdoor agricultural and residential uses in rural areas. Frontcountry areas adjacent to NLz. Municipal parks with low pedestrian activity. Natural area amenities within or adjacent to NLz, including visitor centers, lodges, employee housing, and park operation facilities.
Mesopic	Lz1	DEVELOPED AREA w/ LOW ANTHROPOGENIC LIGHT: Applies to areas of human habitat and other developed areas where too much anthropogenic light could affect the quiet, dark character of the area. Minimal illuminated signage is used or expected. Land Use Examples: Single and low-rise multi-family residential uses. Rural town centers and low pedestrian volume institutional (e.g., church, campus, public use), commercial. Light industrial, including controlled agriculture with greenhouses illuminated at night. County and municipal parks with low and moderate pedestrian activity.
	Lz2	DEVELOPED AREA w/ MODERATE ANTHROPOGENIC LIGHT: Applies to municipal areas intended for commerce, recreation, and moderate nighttime activity where light may be needed for increased mobility and convenience. Lighting informs users and helps navigation tasks with moderate signage. Land Use Examples: Residential uses with moderate or high pedestrian volume. Moderate pedestrian volume commercial corridors and suburban town centers. Moderate pedestrian volume institutional (e.g., campus, hospitals, public use) and parks. Moderate industrial uses. Areas may be adjacent or within Lz3 areas.
Low-Photopic	Lz3	DEVELOPED AREA w/ HIGH ANTHROPOGENIC LIGHT: Applies to larger volume city centers, commercial, and entertainment corridors where signage competes to attract users. Anthropogenic lighting is continuous for convenience, safety, and to support nighttime activity. Land Use Examples: Commercial corridors, central business districts, entertainment/hospitality districts, and sports arenas in urban areas with high pedestrian volume. Heavy industrial and transportation facilities with nighttime operations.
	Lz4	LIMITED USE AREA w/ VERY HIGH ANTHROPOGENIC LIGHT: The highest risk for adverse ecological effects. Applies to rarely used tourism areas recognized and accepted for their use of lighting at night for attraction and entertainment. Typically contained within a larger Lz3 area. Land Use Examples: Specially designated urban entertainment, hospitality, and retail areas designated by planning authorities. There is significant competition amongst illuminated signage and a very high volume of pedestrian and vehicular traffic at night.

Purpose: Lighting zone classifications are designed to help protect the natural environment from unintended consequences of excessive or misapplied light at night. Used as a municipal design and planning tool, lighting zones have become the foundation for countless illuminance recommendations and many auxiliary design and energy standards. Adoption of lighting zones can help balance environmental and community goals by recommending appropriate illuminance levels for the expected tasks.

Instructions: Using the available descriptions and land use examples, users should assign the lowest and most aspirational lighting zone possible to public and private properties within the municipality. This effort will direct lighting designers and specifiers toward safe and responsible illuminance criteria set forth by ANSI/IES.

APPENDIX B – LIGHTING ZONE DESIGNATION EXAMPLES

Table Format Example

Zone District	Residential						Mixed-Use				Non-Residential							
Lighting Zones	R - A	R - 1	R - T	R - M C	R - M L	R - M H	M X - T	M X - L	M X - M	M X - H	N R - C	N R - B P	N R - L M	N R - G M	NR-PO			
															A	B	C	D
NLz																X ¹	X ¹	
Lz0	X ³	X ³	X ³	X ³	X ³		X ³								X ²	X ²	X ²	X ²
Lz1	X	X	X	X	X	X ⁴	X	X ⁴	X ⁴	X ⁴	X	X	X	X	X			X
Lz2						X		X	X	X	X ⁵			X ⁵	X ⁶			
Lz3									X ⁵	X ⁵					X ⁷			

Notes:

[1] NLz is required in NR-PO zones for open space where no anthropogenic light is allowed.

[2] Lz0 is required in NR-PO zones for open space where artificial light is needed during nighttime hours.

[3] A lower lighting zone is required on subject properties with sensitive lands.

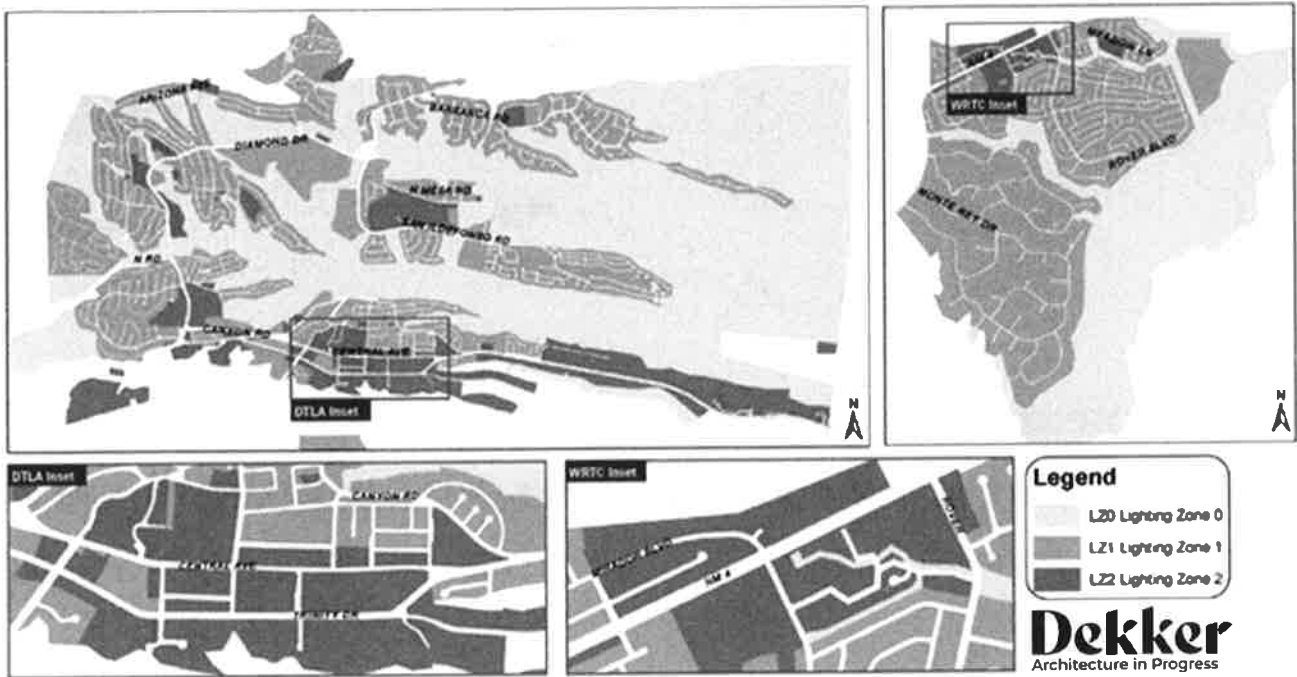
[4] A lower lighting zone is required on subject properties adjacent to low-density uses.

[5] A higher lighting zone is allowed unless the subject property is adjacent to any residential zone district.

[6] Lz2 is allowed in parks with high pedestrian activity and many amenities.

[7] Lz3 is allowed in parks containing nighttime stadiums or entertainment activities.

Map Format Example



DarkSky International Policy

2026 Municipal Lighting Code - Illuminated Signage Supplement

January 27, 2026 – Version 1.1

1.1 Illuminated Signage

[Illuminated signage at night is a choice. When municipalities allow illuminated signage, the municipality must have a baseline municipal sign code that includes a permit process to address: applicability, prohibited areas, design criteria, construction methods, clearances, installation locations, and quantity and/or density. Of note, the baseline sign requirements may prohibit certain types of signage. For example, four states in the U.S. prohibit all off-premise signage (e.g., advertising billboards) and many cities ban new billboards (either static or digital) or include restrictions such as amortization, cap-and-replace models, and digital exchange ratios greater than 6:1.]

A. The following requirements are supplementary to the General Outdoor Lighting Requirements (**Section 2.1** and its subsections) to further regulate outdoor illuminated signage.

1. On-premise signage larger than 20 square feet may only be illuminated while the associated business or activity is taking place, and must otherwise extinguish during *Nighttime Curfew*.
2. Please choose one of the following paths for municipal requirements:]

☒ **Illumination for off-premise signage (e.g., advertising billboard) is prohibited.**

- ☐ Illuminated off-premise signage (e.g., advertising billboard) is prohibited from having line-of-sight to *Residential Use* zone districts and school campuses.

Unless otherwise specified in this ordinance, illuminated off-premise signage is prohibited from operating during *Nighttime Curfew*.

3. The maximum luminous / illuminated surface area of an individual sign must not exceed 27.9 square meters (300 square feet).
4. Static signage may be illuminated externally, internally, or backlit, provided the light source itself is not directly visible from the public right-of-way or adjacent property.

5. External illumination of static signage shall be mounted above the sign and directed downward.
6. The highest light level of any illuminated sign (as measured with an all-white display for electronic signs) shall not exceed 3 lux more than the ambient lighting conditions (defined here as not including non-essential, decorative, or other sign sources of light) as measured within 15 degrees of perpendicular (both horizontal and vertical) from the distances in **Table 2.5**. Illuminated signs that cannot be measured using an illuminance meter shall not exceed a luminance of 100 nits (100 candelas per square meter, cd/m^2).

TABLE 2.5: ILLUMINATED SIGN MEASUREMENT DISTANCE			
Area of Sign (sq. ft.) ^[1]	Measurement Distance (ft.)	Area of Sign (sq. ft.) ^[1]	Measurement Distance (ft.)
10	32	65	81
15	39	70	84
20	45	75	87
25	50	80	89
30	55	85	92
35	59	90	95
40	63	95	97
45	67	100	100
50	71	150	125
55	74	200	150
60	77	300	175
[1] For signs with an area other than those specifically listed in this table, the measurement distance may be calculated with the following formula: Measurement Distance (ft) = square root of [Area of Sign (sq. ft.) x 100]			

B. Additional requirements for electronic signage are as follows:

1. Electronic signs shall have automatic dimming controls to properly adjust the sign luminance according to ambient conditions, including nighttime. Should an electronic problem prevent normal function, the sign shall default to night-mode or remain unlit.
2. Excluding trademark logos, electronic messages shall be positive-contrast (i.e., light-colored fonts and features on a dark background) and shall contain no more than 35% white area within the displayed image. *[Positive-contrast (light-on-dark) messages are more legible, and legible at greater distances (as much as one-third greater), than negative contrast (dark-on-light) messages. In addition, the increased light emitted by negative-contrast messages may overwhelm the darker features.]*
3. Unless otherwise allowed by law or specified within this code, electronic messages shall not change more often than every 8 seconds. Video and motion effects are prohibited. *[As designed, off-premise signage attracts driver attention (sometimes involuntarily as the eye detects brightness) with video and motion attracting longer and more frequent glances.]*



DarkSky International Policy

2026 Municipal Lighting Code – Seasonal Lighting Supplement

January 27, 2026 – Version 1.1

1.1 Seasonal

The following requirements are supplementary to the General Outdoor Lighting Requirements (**Section 2.1** and its subsections) and shall further regulate *Seasonal Lighting*, provided it meets all of the following:

- A.** Temporary *Seasonal* lighting is allowed from [November 15] to [February 1].
- B.** *Seasonal Lighting* shall not interfere with the safe movement of motor vehicles or create dangerous glare conditions on adjacent roadways or properties.
- C.** *Seasonal* lighting shall be maintained and not constitute a dangerous situation or fire hazard.
- D.** *Seasonal* lighting shall be extinguished during *Nighttime Curfew*.

**TOWN OF NORWOOD, COLORADO
ORDINANCE NO. ____, SERIES 2026**

AN ORDINANCE REPEALING AND REPLACING TITLE 7, SECTION 5.08 OF THE TOWN OF NORWOOD LAND USE CODE REGARDING "LIGHTING STANDARDS," ADOPTING THE 2026 DARKSKY INTERNATIONAL U.S. MUNICIPAL CODE FOR OUTDOOR LIGHTING, AND ESTABLISHING STANDARDS TO PROTECT PUBLIC SAFETY, PRESERVE THE NIGHT SKY, IMPROVE ENERGY EFFICIENCY, AND PROVIDE FOR ADMINISTRATION AND ENFORCEMENT, AND CODIFYING THE SAME.

WHEREAS, the Town of Norwood, Colorado ("Town") recognizes that a naturally dark night sky is an important natural, economic, and aesthetic resource; and

WHEREAS, excessive, poorly designed, or inefficient outdoor lighting causes light pollution, glare, and light trespass, which degrades the nighttime environment; and

WHEREAS, light pollution negatively impacts public health, safety, wildlife, and the general welfare of residents and visitors; and

WHEREAS, the Board of Trustees desires to minimize light pollution, promote energy conservation, and preserve the rural character of the Town through updated regulations; and

WHEREAS, DarkSky International provides comprehensive, updated model standards designed to mitigate these negative impacts while maintaining adequate lighting for safety and security.

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

Section 1. Repeal of Existing Section.

Title 7, Section 5.08 ("Lighting Standards") of the Town of Norwood Land Use Code is hereby repealed in its entirety.

Section 2. Adoption and Replacement.

Title 7, Section 5.08 of the Town of Norwood Land Use Code is hereby recreated, re-titled as "Outdoor Lighting and Dark Sky Protection Standards," and shall read as follows:

"5.08.010 - Purpose and Intent.

The purpose of this Section is to regulate outdoor lighting to minimize light pollution, glare, and light trespass; protect public health and safety; conserve energy; preserve the dark night sky; and provide for the administration and enforcement of these regulations.

5.08.020 - Adoption of the 2026 DarkSky International Municipal Code.

There is hereby adopted by reference the *2026 DarkSky International U.S. Municipal Code for Outdoor Lighting*, as published by DarkSky International. Three (3) copies of this code are on file in the office of the Town Clerk and are available for public inspection.

5.08.030 - General Performance Standards.

All outdoor lighting fixtures installed, replaced, or modified after the effective date of this Ordinance shall comply with the following standards:

- **Shielding:** All outdoor luminaires shall be fully shielded and aimed downward so that no light is emitted above a horizontal plane intersecting the lowest light-emitting part of the fixture.
- **Color Temperature:** The correlated color temperature (CCT) of all outdoor light sources shall not exceed 2,700 Kelvin.
- **Light Trespass:** No outdoor lighting shall cause light trespass exceeding 0.1 foot-candles at or beyond any property line.
- **Curfew Requirements:** Commercial and public outdoor lighting not required for immediate safety or security shall be extinguished or reduced by at least 50% through dimming controls by 10:00 PM, or one hour after the close of business, whichever is later.

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5.08.040 - Exemptions.

The following lighting types are exempt from the provisions of this Section:

- Temporary emergency lighting used by law enforcement, fire, or medical personnel.
- Low-voltage architectural or landscape lighting not exceeding 500 lumens per fixture.
- Temporary holiday lighting displayed between November 15 and January 15.
- Lighting required strictly by federal or state regulations (e.g., aviation safety lighting).
- **Agricultural and Livestock Operations:** Lighting necessary for agricultural production, harvesting, or the immediate care, health, or management of livestock (including nighttime calving, veterinary care, or corral operations), provided such lighting is turned off or minimized when active agricultural tasks are not being performed.
- **Community Festivals, Fairs, and Special Events:** Temporary outdoor lighting used for town-approved community festivals, athletic events at public fields, county fairs, or fairground events. This lighting must be extinguished within one (1) hour after the conclusion of the daily event schedule.

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5.08.050 - Amortization and Nonconforming Lighting.

All existing outdoor lighting fixtures that do not conform to the requirements of this Section shall be brought into compliance, replaced, or removed within five (5) years from the effective date of this Ordinance.

5.08.060 - Administration and Enforcement.

- **Plan Review:** Applicants for building, electrical, or land use permits shall submit an outdoor lighting plan showing fixture types, shielding designs, and bulb specifications to ensure compliance with this Section.
- **Right of Inspection:** The Town's designated code enforcement official shall have the authority to inspect properties at reasonable hours to determine compliance with the lighting standards.
- **Violations:** It shall be unlawful to install, maintain, or operate any outdoor lighting in violation of this Section.

- **Penalties:** Violations of this Section shall be subject to the enforcement mechanisms and penalties established in Title 7 of the Town of Norwood Land Use Code. Each day a violation continues shall constitute a separate offense.

5.08.070 - Lighting Plan Review Fees.

To cover the cost of administrative and technical review, applicants for development, building, or electrical permits requiring outdoor lighting shall pay a Lighting Plan Review Fee at the time of application submission.

- **Residential (Single-Family / Duplex):** No fee (\$0.00) for standard applications.
- **Multi-Family Residential (3+ units):** \$50.00
- **Commercial / Industrial Developments:** \$150.00 plus any third-party engineering or technical verification expenses incurred by the Town.
- **Modifications to Existing Nonresidential Lighting:** \$25.00
- All fees established by this section may be amended from time to time by resolution of the Board of Trustees.”

Section 3. Severability.

If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 4. Codification.

The Board of Trustees hereby directs that the provisions of this Ordinance be codified and incorporated into Title 7 of the Town of Norwood Land Use Code.

Section 5. Effective Date.

This Ordinance shall take effect thirty (30) days after its final passage and publication as provided by law.

INTRODUCED, READ, PASSED, ADOPTED AND APPROVED by the Board of Trustees of the Town of Norwood, Colorado, at a regular meeting thereof held on the ____ day of August, 2026, and ordered published as required by law.

TOWN OF NORWOOD, COLORADO

By: _____
Candy Meehan, Mayor

ATTEST:

Cidney Ross, Town Clerk



LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") made effective and entered into this 12th day of August 2026 (the "effective Date") by and between the Town of Norwood ("Town"), whose address is **1670 Naturita Street, PO Box 528, Norwood, CO 81423**, and Motion Sense Therapy and Performance, LLC, a Colorado limited liability company (the "Tenant"), whose address is **1110 Lucerne, PO Box 1124, Norwood, CO 81423**, along with Grover Price as guarantor ("Guarantor"). The Town, Tenant and Guarantor may be referred to herein singularly as "party" and collectively as the "parties". In consideration of the terms and conditions herein, the parties agree as follows:

1. **PREMISES.** The Town hereby agrees, pursuant to the provisions of this Lease, to lease the following to the Tenant: *That certain existing structure known as the "Old Lone Cone Public Library". (also referred to herein as the "Premises") located on the following property located In the County of San Miguel and State of Colorado, to-wit: 1110 Lucerne Street, Copps Original Addition Block 2W, North 1/3 of Lots 1,2,3 (the "Property"), excluding the Centennial Park, the Log Cabin (Museum) and other improvements and appurtenances of the Property. Tenant shall also have access to the two parking spaces off the alley and to the sidewalk, including for snow removal (the "Access Areas"). The Access Areas are not considered part of the leased Premises.*
2. **RENT.** The tenant agrees to pay to the Town **\$825** per month, as rent for the Premises, payable on the **first day of each month** during the Term of this Lease. Payments that are received after the tenth of each month will be charged a \$50 late fee.

3. **ASSIGNMENT/SUBLEASE.**

Tenant shall not assign this Lease or sublet the Premises, in whole or in part, without the **prior** written consent of the Town, which shall not be unreasonably withheld. Any attempted assignment or sublease without such consent shall be void and constitute a material breach of this Lease. Any other person subletting and/or occupying the premises or conducting business is required to provide the Town with contact information, business license, and professional licensing or certifications. The tenant may sublease space to no more than one (1) person.

If the Town consents to the sublease or assignment, the Tenant shall remain fully responsible for all obligations under this Lease. The Tenant shall not charge any subtenant/s rent or other fees that exceed the amount the Tenant is obligated to pay to the Town under this Lease. The Town may condition its consent upon the proposed sublessee or assignee meeting reasonable qualifications and agreeing in writing to be bound by this Lease.

4. TERM. This Lease shall commence on September 1, 2026 and, unless earlier terminated in accordance with the provisions of this Lease, shall continue for a period of one (1) year, ending on August 31, 2027 (the "Term"). **This Lease shall automatically terminate upon expiration of the Term, and Tenant shall have no right to renew or extend the Term except pursuant to a written agreement approved and executed by the Town in accordance with applicable law.**



If Tenant remains in possession of the Premises following expiration of the Term **with the written consent of the Town, such continued occupancy shall not constitute a renewal or extension of this Lease. Rather, Tenant shall occupy the Premises on a month-to-month basis**, subject to all terms and conditions of this Lease applicable to such occupancy, except as otherwise agreed in writing by the Town. Either party may terminate such month-to-month occupancy upon ten (10) days' written notice to the other party, **or such longer period as may be required by applicable law.**

Upon termination or expiration of this Lease or any permitted month-to-month occupancy, Tenant shall pay all amounts then due, perform all obligations then owing under this Lease, and surrender possession of the Premises to the Town.

5. PURPOSE/TERMINATION. This Lease is made for the sole purpose of Tenant occupying, operating and maintaining the Premises for the sole purpose of operating a physical therapy practice, and no other purpose is permitted unless agreed to in writing by the Town. In the event that the Tenant abandons or discontinues to use the Premises for the operation of a physical therapy practice, attempts to use the Premises for any other purpose whatsoever, commits any waste of the Premises, or violates this Lease in any way, then this Lease and the Tenant's right to possession of the Premises shall terminate without any further notice required by the Town, and the Town shall reenter and repossess the Premises.

Any material violation of this Section or other material default under this Lease shall constitute a default, and the Town may exercise any remedy available under this Lease or applicable law, subject to any notice or other process required by law.

6. ALTERATIONS/IMPROVEMENTS. Tenant shall have the right, with the prior written consent of the Town, to make such non-structural alterations to the interior of the Old Lone Cone Library necessary to further the physical therapy business. Tenant will be responsible for obtaining and maintaining any necessary permits or other approvals from all relevant governing authorities for any improvements Tenant may make to the Premises or Tenant's use of the Premises, and Tenant shall pay all fees and other expenses relating thereto; The Tenant hereby covenants and agrees that the Premises shall remain the property of the Town, and that any and all improvements made to the Old Lone Cone library or otherwise on or to the Premises shall, at termination of this Lease, become the property of the Town, and further, that the Town shall be under no obligation to reimburse the Tenant for any such Improvements. Tenant shall return Premises to its original condition, less reasonable wear and tear, upon termination unless otherwise agreed in writing. All alterations must comply with applicable building, zoning, accessibility, fire and other codes. Town's consent in its capacity as landlord shall not constitute or be deemed approval of any permit, land use, building code, fire code, accessibility, licensing, or other governmental requirement.

7. MAINTENANCE AND REPAIR. Tenant is solely responsible for all maintenance, repair and replacement of the Premises, including normal and usual maintenance of the Old Lone Cone Library building, snow removal from the sidewalk to the parking area comprising Access Areas, as well as to the front entrance of the Premises; watering of the lawn and any landscaping using either the raw water spigot or regular water service; and the installation, repair, or replacement of any service lines to the Premises, all at Tenant's sole cost and expense, and shall at all times keep and maintain the Premises in good repair. The Town's only obligations related to the maintenance, repair and replacement of the Premises and the Access Areas is to



mow the lawn and to maintain the structure of the Old Lone Cone Library building, including the roof and siding, in good order and condition except for damage caused by Tenant, which damage shall be repaired by Tenant at Tenant's sole cost and expense. The Town will also assume the financial responsibility for 2-3 yearly sewer line clean outs. In the event the Old Lone Cone Library building or any the improvements upon the Premises or the Access Areas are damaged by the negligent, reckless, or Intentional act or omission of the Tenant or any of Tenant's employees, licensees, invitees, guests, clients, agents, representatives, or contractors, the Tenant shall bear the full cost of such repair or replacement. The Town is not responsible for any damage or destruction to the Tenant's personal property or any Tenant improvements to the Premises or the Access Areas.

8. UTILITIES. The Town of Norwood will pay the annual fee for Raw Water Service to the Premises. Tenant shall, at its sole cost and expense, be responsible for all other utilities that serve the Premises.

9. INSURANCE. Tenant acknowledges and agrees that the Town will not provide insurance coverage for any property owned, leased, installed, or otherwise brought upon the Premises or Access Areas by Tenant, its employees, agents, contractors, patients, clients, invitees, or other persons associated with Tenant. Tenant shall be solely responsible for insuring its personal property, equipment, furnishings, trade fixtures, improvements, and other property located upon or within the Premises or Access Areas against theft, fire, casualty, and such other risks as Tenant deems appropriate.

Throughout the Term of this Lease and any period of continued occupancy, Tenant shall, at its sole cost and expense, obtain and maintain insurance issued by insurers authorized to do business in the State of Colorado, including at a minimum:

(a) Commercial General Liability Insurance, covering bodily injury, personal injury, property damage, and premises and operations liability, with limits of not less than **\$1,000,000 per occurrence and \$2,000,000 general aggregate**, or such greater amounts as the Town may reasonably require;

(b) Professional Liability Insurance, including malpractice or errors and omissions coverage appropriate to Tenant's physical therapy practice and the professional services provided upon the Premises, with limits of not less than **\$1,000,000 per claim and \$2,000,000 aggregate**;

(c) Workers' Compensation Insurance as required by Colorado law, together with employer's liability coverage as required by law; and

(d) Property Insurance covering Tenant's personal property, equipment, furnishings, trade fixtures, and improvements located upon or within the Premises in amounts reasonably sufficient to cover their replacement or restoration.

The Commercial General Liability policy shall name the **Town of Norwood and its elected and appointed officials, officers, employees, and agents as additional insureds** with respect to Tenant's use and occupancy of the Premises and Access Areas and, to the extent commercially available, shall provide that such coverage is **primary and noncontributory** with respect to any insurance or self-insurance maintained by the Town.



Prior to taking possession of the Premises, Tenant shall provide the Town with certificates of insurance evidencing all insurance required by this Section and, upon request, copies of applicable additional-insured endorsements. Tenant shall thereafter provide evidence of renewal or replacement coverage upon request by the Town. Tenant shall promptly notify the Town of any cancellation, nonrenewal, or material reduction in required coverage of which Tenant receives notice.

Tenant's failure to obtain or maintain any insurance required by this Section shall constitute a **material default under this Lease**.

The Town shall, at its sole cost and expense, maintain such property and casualty insurance upon the Old Lone Cone Library building as the Town determines appropriate. **Nothing in this Section shall require the Town to insure any property of Tenant or any improvements, alterations, equipment, furnishings, or other property installed or owned by Tenant.**

10. DAMAGE TO PREMISES. If the Premises are destroyed in whole or in part by fire, act of God, or other casualty and if, in the reasonable opinion of the Town, the Premises cannot be repaired within sixty (60) days from the date of such injury and the Town informs the Tenant by written notice that the Town has made such determination; then this Lease, at the sole option of the Town, shall terminate on the date of such injury. In the event of such termination, Tenant shall immediately surrender possession of the Premises and all rights therein to the Town; Tenant shall be granted a license to enter the Premises at reasonable times to remove Tenant's property. In such event, the Town shall have the right to immediately enter and take possession of the Premises. Notwithstanding any contrary provision in this Lease, the Town shall in no way, and at no time be obligated to repair, reconstruct or replace the Old Lone Cone Library or any other improvement on the Premises.

11. ASSUMPTION OF LIABILITY/INDEMNIFICATION. Tenant assumes all liability arising out of or relating to Tenant's use or occupancy of the Premises or Access Areas, or the acts or omissions of Tenant or Tenant's officers, employees, agents, contractors, subcontractors, patients, clients, invitees, licensees, successors, or assigns. To the fullest extent permitted by law, Tenant shall indemnify, defend, and hold harmless the Town and its elected and appointed officials, officers, employees, agents, and representatives from and against any and all claims, demands, actions, liabilities, judgments, damages, losses, costs, and expenses, including reasonable attorneys' fees and costs, arising out of or relating to such use, occupancy, acts, or omissions, **except to the extent caused by the negligence or willful misconduct of the Town or those for whom the Town is legally responsible.**

If any claim, action, or proceeding subject to this indemnification is brought against the Town, Tenant shall, upon written notice from the Town, defend such claim, action, or proceeding at Tenant's sole cost and expense with counsel reasonably acceptable to the Town. These obligations shall survive expiration or termination of this Lease.

12. TENANT NOTICE OF INTENT TO VACATE. If Tenant intends to discontinue its business operations at the Premises, relocate its business, or otherwise voluntarily vacate the Premises prior to the expiration of the



Term, Tenant shall provide the Town with not less than **thirty (30) days' prior written notice** of its intended date of vacation. Such notice shall be given in accordance with the notice provisions of this Lease. **Tenant's delivery of notice or vacation of the Premises shall not, by itself, terminate this Lease or relieve Tenant or Guarantor of any obligation arising under this Lease, including the obligation to pay rent through the expiration or earlier termination of the Term, unless the Town agrees otherwise in writing.** Upon vacating the Premises, Tenant shall surrender the Premises to the Town in the condition required by this Lease and shall remove all personal property and other items Tenant is required or permitted to remove.

13. LEGAL FEES. In the event the Town is required to take any action to enforce the terms of this Lease, the Town shall be entitled to recover from Tenant, in addition to any other damages, costs or expenses, the Town's reasonable attorney and other legal fees incurred.

14. SUBORDINATION. This lease is and shall be subordinate in any and all respects to all mortgages now or hereafter placed on the Premises, and all extensions, renewals, or modifications thereof. Tenant agrees to promptly execute any instruments of subordination as may be requested.

15. NOTICES. Any notices or other communications required or permitted hereunder shall be deemed to have been properly delivered if in writing and delivered personally or sent by email, facsimile, commercial carrier, or registered or certified mail, postage prepaid, addressed to the Town and Tenant at their addresses set forth in the introductory paragraph of this Lease. Unless otherwise specified herein, such notices or other communications shall be deemed given and delivered (a) on the date delivered, if delivered personally, (b) two business days after being sent by commercial carrier, (c) one business day after being delivered, if delivered by email or facsimile and (d) three business days after being sent, if sent by registered or certified mail. Each party hereto shall be entitled to specify a different address by delivering notice as aforesaid to the other party hereto.

16. GOVERNING LAW/VENUE. The terms of this Lease shall be governed by Colorado law. Any action to enforce the terms of this Lease shall be brought in a court of competent authority in San Miguel County, Colorado.

17. NO WAIVER. No consent by the Town, express or implied, to any breach or default of any one of more of the provisions of this Lease shall be deemed or taken to be a waiver or any breach or default. Any waiver of any provision of this Lease by the Town must be in writing and signed by appropriate Town representative.

18. CONDEMNATION. In the event of a condemnation or other taking by any governmental agency, all proceeds shall be paid to the Town, Tenant waiving all right to any such payment.

19. SEVERABILITY. If any provision of this Lease shall be declared invalid or unenforceable, such provision shall be considered severed from the Lease. In such event, the remaining provisions of this Lease shall not be affected thereby and shall be valid and enforceable to the full extent permitted by Colorado law.



PO Box 528; 1670 Naturita St, Norwood, CO 81423

Phone: 970-327-4288 www.norwoodtown.com

20. ENTIRE AGREEMENT/INTERPRETATION. This Lease constitutes the full agreement between the Town and Tenant. This Lease may only be modified by a writing, signed by all parties hereto. This Lease shall be binding on the parties, their personal representatives, successors and assigns. The provisions of this Lease have been independently, separately and freely negotiated by the Town and Tenant as if drafted by both of them. The Town and Tenant waive any statutory or common law presumption which would serve to have this Lease construed in favor of or against either of them.

21. COUNTERPARTS/FACSIMILE. This Agreement may be executed by facsimile or other electronic means and in counterparts, any one of which may be deemed an original.

22. AUTHORIZATION. The parties warrant that the persons executing this Lease are duly authorized to execute this Lease, and that the terms and conditions of this Lease constitute an enforceable agreement against such party.

23. PERSONAL GUARANTEE. In consideration of the terms and provisions of this Lease, the undersigned Guarantor irrevocably and unconditionally guarantees to the Town the full, faithful and punctual performance by Tenant of the covenants and agreements contained in this Lease, or any extension, amendment or renewal hereof, and agrees that any forbearance, modifications, waivers, amendment, releases, postponements, either of payment or enforcement of any rights against any party, or release of any security, shall not affect any of the Guarantor's absolute and unconditional liability hereunder. Guarantor waives notice of any of the foregoing changes, and hereby waives any and all defenses based on the law of suretyship. Demand, notice of default or of nonpayment are hereby waived by Guarantor and it is agreed that the Town may proceed first against Guarantor without first proceeding against Tenant, any assignee or sub lessee under the Lease. If the Town employs counsel to enforce this Personal Guarantee, Guarantor shall reimburse the Town for all attorney's fees, costs and expenses incurred. This Personal Guarantee shall be binding upon the heirs, administrator, executors and assigns of Guarantor.

IN WITNESS WHEREOF, the Parties hereto have executed this Lease, dated and effective as of the Effective Date.

TENANT:

Motion Sense Therapy & Performance, LLC a Colorado Limited Liability Company

Grover Price, Owner

Date

GUARANTOR:

Grover Price, Individual

Date

TOWN:



PO Box 528; 1670 Naturita St, Norwood, CO 81423

Phone: 970-327-4288 www.norwoodtown.com

Candy Meehan, Mayor

Date

ATTEST:

Sara Owens, Town Manager

Date

OPTION TO PURCHASE AND RIGHT OF FIRST REFUSAL AGREEMENT

THIS OPTION TO PURCHASE AND RIGHT OF FIRST REFUSAL AGREEMENT (the "Agreement") is made and entered into this ____ day of August 2026, by and between the **TOWN OF NORWOOD, COLORADO**, a Colorado statutory town, whose address is 1675 Summit Street, Norwood, Colorado 81423 ("Town" or "Landlord"), and **AUSTIN OVERHOLT and CHEYENNE WORKMAN** ("Tenant" or "Purchaser").

1. Property.

The Town is the owner of certain real property located at 1475 Pine Street, Norwood, Colorado, together with all improvements located thereon (collectively, the "Property"), more particularly described as follows:

Legal Description:

TRACT 9 KING WILLIAMS SUB 2, County of San Miguel, State of Colorado

2. Related Residential Lease.

Contemporaneously with this Agreement, the Town and Tenant have entered into that certain Residential Lease Agreement dated August 1, 2026 (the "Lease"), pursuant to which Tenant leases the Property from the Town.

This Agreement is separate from, but related to, the Lease. Except as expressly provided herein, nothing contained in this Agreement shall modify the terms of the Lease.

3. Grant of Option to Purchase.

Subject to all terms and conditions of this Agreement and to compliance with applicable Colorado law governing the sale and disposition of municipal property, the Town hereby grants to Tenant the exclusive option (the "Option") to purchase the Property during the term specified below.

The Option shall commence on the effective date of the Lease and shall expire at 5:00 p.m. on the date of termination of the Lease (the "Option Period"), unless earlier terminated pursuant to this Agreement.

4. Option Consideration.

As consideration for the granting of the Option, Tenant shall pay the Town the sum of \$10.00 ("Option Consideration"), receipt of which is hereby acknowledged.

The Option Consideration shall not be credited against the Purchase Price and shall be nonrefundable except in the event the Town is unable to convey the Property as contemplated by this Agreement.

5. Purchase Price.

Upon timely exercise of the Option, the purchase price for the Property shall be \$_____ ("Purchase Price").

ALTERNATIVE APPRAISAL PROVISION (if a fixed price is not used): The Purchase Price shall be the fair market value of the Property as of the date Tenant

exercises the Option, as determined by an independent Colorado-licensed or certified real estate appraiser mutually selected by the parties and paid for by the Town.

6. Exercise of Option.

Tenant may exercise the Option only by delivering written notice of exercise to the Town before expiration of the Option Period.

Within fifteen (15) days following exercise of the Option, the parties shall execute a commercially reasonable contract for the purchase and sale of the Property consistent with this Agreement.

Unless otherwise agreed in writing, closing shall occur within sixty (60) days following exercise of the Option.

7. Condition of Property.

Unless otherwise agreed in the subsequent contract for purchase and sale, Tenant shall acquire the Property in its then-existing condition, AS IS, WHERE IS, WITH ALL FAULTS, subject to Tenant's right to obtain inspections, title examination, survey, environmental investigation, financing, and other customary due diligence before closing.

Nothing contained herein waives or limits any obligation of the Town arising under the Lease during the period in which the landlord-tenant relationship remains in effect.

8. Right of First Refusal.

In addition to the Option granted above, the Town hereby grants Tenant a Right of First Refusal ("ROFR") to purchase the Property during the term of this Agreement.

If, during the term of this Agreement, the Town receives a bona fide written offer from an unrelated third party to purchase the Property which the Town desires to accept, the Town shall, before accepting or becoming obligated under such offer, deliver written notice to Tenant together with a copy of the material terms of the third-party offer.

Tenant shall thereafter have fifteen (15) days after receipt of the notice within which to notify the Town in writing that Tenant elects to purchase the Property upon substantially the same economic terms and conditions contained in the bona fide third-party offer.

If Tenant timely exercises the ROFR, the Town and Tenant shall proceed to closing upon the terms of the third-party offer, subject to reasonable modifications necessary because Tenant is exercising a preexisting contractual right rather than submitting the original third-party offer.

9. Failure to Exercise Right of First Refusal.

If Tenant fails to timely exercise the ROFR, the Town may sell the Property to the third party upon terms not materially more favorable to the third party than those presented to Tenant.

If the proposed sale to the third party does not close within one hundred twenty (120) days, or if the Town thereafter proposes to sell the Property for a lower purchase price or upon other terms materially more favorable to the purchaser, the Property shall again be subject to Tenant's ROFR.

10. Relationship Between Option and Right of First Refusal.

The Option and ROFR are separate and independent rights.

The Town's receipt of a bona fide third-party offer during the Option Period shall not extinguish Tenant's Option. Tenant may elect either: (a) to exercise the Option pursuant to Sections 3 through 6; or (b) to exercise the ROFR pursuant to Section 8.

Upon closing of Tenant's purchase of the Property under either provision, both rights shall terminate.

11. Lease Default.

Tenant shall not be entitled to exercise either the Option or ROFR while Tenant is in material default under the Lease beyond any applicable notice and cure period.

Termination of the Lease because of Tenant's uncured material default shall automatically terminate this Agreement.

Expiration of the Lease by itself shall terminate this Agreement.

12. Municipal Approval and Compliance With Law.

Notwithstanding anything contained herein to the contrary, the parties acknowledge that the Town is a Colorado statutory municipality and that the sale and conveyance of Town-owned real property is subject to C.R.S. § 31-15-713 and all other applicable provisions of Colorado law.

The Town's execution of this Agreement shall be authorized by the Town Board of Trustees in the manner required by applicable law. Any ultimate conveyance of the Property shall likewise be accomplished in accordance with all statutory requirements applicable to the disposition of the Property.

Nothing contained in this Agreement shall be construed as requiring any Town officer or official to take any action contrary to Colorado law or as dispensing with any ordinance, election, approval, public meeting, or other procedure required by applicable law.

13. Title and Conveyance.

At closing, the Town shall convey title to the Property by special warranty deed, subject to taxes and assessments for the year of closing, easements, restrictions, reservations, rights-of-way, and other matters of record acceptable to Purchaser following its title review.

The Town shall provide Purchaser with a title insurance commitment within twenty (20) days following exercise of the Option or ROFR. The cost of the owner's title insurance policy shall be paid by the Town.

14. Closing Costs and Prorations.

Real property taxes, utilities, rents, and other customary items shall be prorated as of the date of closing. Closing costs shall be allocated between the parties in accordance with customary practice in San Miguel County, Colorado, unless otherwise agreed in writing.

15. No Assignment.

Tenant's rights under this Agreement are personal to Tenant and may not be sold, assigned, transferred, pledged, or otherwise conveyed without the prior written consent of the Town.

16. No Equitable Interest Before Exercise.

Except for the contractual Option and ROFR expressly granted herein, Tenant shall acquire no legal or equitable ownership interest in the Property unless and until Tenant properly exercises one of such rights and the transaction closes.

Rental payments made under the Lease shall constitute rent only and shall not create equity in the Property or be credited against the Purchase Price unless expressly provided otherwise in writing.

17. Memorandum of Agreement.

At the request of either party, the parties may execute a memorandum of this Agreement suitable for recording in the real property records of San Miguel County, Colorado. The memorandum shall identify the parties and Property and the existence and expiration date of the Option and ROFR but shall not be required to disclose the Purchase Price.

Upon expiration or termination of this Agreement, Tenant shall execute any reasonable document requested by the Town to release the memorandum from the public record.

18. Notices.

All notices required under this Agreement shall be in writing and delivered personally, by nationally recognized overnight delivery service, or by certified United States mail, return receipt requested, to the addresses stated herein or to such other address as either party may designate in writing.

Notice to the Town shall be addressed to:

Town of Norwood
1675 Summit Street
Norwood, Colorado 81423
Attn: Town Administrator

Notice to Tenant shall be addressed to:

Austin Overholt and Cheyenne Workman
1475 Pine Street
Norwood, Colorado

19. Entire Agreement; Amendments.

This Agreement and the Lease constitute the entire understanding of the parties concerning the Option and ROFR. No amendment, modification, or waiver of this Agreement shall be effective unless in writing and executed by both parties and, with respect to the Town, duly authorized as required by law.

20. Governing Law and Venue.

This Agreement shall be governed by and construed according to the laws of the State of Colorado. Venue for any action arising out of this Agreement shall lie in the District Court for San Miguel County, Colorado.

21. No Waiver of Governmental Protections.

Nothing contained in this Agreement shall constitute or be construed as a waiver of any immunity, defense, limitation of liability, or other protection available to the Town, its officers, employees, or agents under the Colorado Governmental Immunity Act or other applicable law.

22. Binding Effect.

Subject to the restrictions on assignment contained herein, this Agreement shall bind and benefit the parties and their respective permitted successors and assigns.

23. Counterparts and Electronic Signatures.

This Agreement may be executed in counterparts and by electronic signature, each of which shall constitute an original and all of which together shall constitute one instrument.

TOWN OF NORWOOD, COLORADO

By: _____
Candy Mehan, Mayor

ATTEST:

By: _____
Cidney Ross, Town Clerk

TENANT/PURCHASER:

Austin Overholt

Cheyenne Workman

Date

RESIDENTIAL LEASE AGREEMENT

THIS RESIDENTIAL LEASE AGREEMENT (the "Lease") is made and entered into on the ____ day of August 2026, by and between Landlord (as defined below) and Tenant (as defined below). Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord the Premises (as defined below), for and subject to the terms and provisions set forth in the Lease. Landlord and Tenant may sometimes be referred to, individually, as the "Party," or collectively, as the "Parties."

1. **Parties and Premises.**

(A) As used in the Lease, the term "Landlord" shall mean **Town of Norwood, Colorado** its agents and representatives, located at 1675 Summit Street, Norwood, CO 81423.

(B) As used in the Lease, term "Tenant" shall refer to the following individuals/entities: Austin Overholt and Cheyenne Workman

The individuals comprising Tenant, as set forth above, shall be the only occupants of the Premises.

The Tenant's primary language is: ENGLISH

(C) As used in the Lease, the term Premises shall mean that certain residence situated at the street address commonly known as 1475 Pine Street, Norwood, Colorado 81423, which is located on the real property legal described as:

TRACT 9 KING WILLIAMS SUB 2, County of San Miguel, State of Colorado
(the "Property")

2. **Term.** Subject to the terms and provisions of the Lease, Landlord leases the Premises to Tenant from twelve o'clock noon (12:00 p.m.) on August 1, 2026, until 11:59 p.m. on July 31, 2027, (the "Term"). Subject to Tenant's performance of all obligations under the Lease, including, without limitation, payment of Rent (as defined below) and other amounts due to Landlord, Tenant shall enjoy quiet possession of the Premises, without hindrance from Landlord or any party claiming by, through, or under Landlord, subject to the terms and conditions of the Lease. If, for any reason, Landlord is unable to deliver possession of the Premises to Tenant on the date specified above, then Landlord shall not be liable to Tenant for any resultant loss or damage, and the Lease shall not be affected, except that the commencement of the Lease shall be extended by one (1) day for each day of such delay.

3. **Rent.**

(A) Rent for the Premises shall be paid in monthly installments of \$1,350.00 per month, payable in advance, on or before the first (1st) day of each calendar month

Tenant's Initials: _____

during the Term of the Lease at the location set forth below, without notice or demand (the "Rent").

- (B) Unless Landlord notifies Tenant of a change in address, all payments must be mailed or delivered to Landlord at the following address:

1675 Summit Street, Norwood, CO 81423 (the "Payment Address")

- (C) Rent for any partial month during the Term will be prorated accordingly, on a per diem basis. The first (1st) monthly installment of Rent shall be paid to Landlord contemporaneously with the execution of the Lease.
- (D) Rent is due on the first (1st) day of each calendar month. Rent is late if not paid by 11:59 p.m. on the day it is due. If Landlord has not received the monthly Rent and any other sums due (except for late fees) from Tenant for any given month by 11:59 pm on the 8th day of each month, Tenant shall pay a late fee of fifty dollars (\$50) or five percent (5%) of the amount past due, whichever is greater (the "Late Fee").

The imposition of a Late Fee if Rent and any other sums due are not paid by Tenant in any given month shall not be construed as a grace period or a waiver of Landlord's right to demand Rent on its due date, but an incentive for Tenant to pay on time. If Tenant is late in paying Rent, Tenant agrees to pay the Rent due, plus all applicable Late Fees incurred through the date of payment, regardless of whether Landlord made a written demand for the Rent.

- (E) Payments shall be deemed received when delivered to, and received by, Landlord at the Payment Address. Dishonored checks and any checks received late in the mail will be treated as late payments. Tenant shall immediately reimburse Landlord for any bank charges incurred by Landlord in connection with any dishonored check. Landlord may require Tenant to replace any dishonored check with a money order, cashier's check, or bank check. Landlord may further require that all subsequent payments after a dishonored check be paid with a money order, cashier's check, or bank check.
- (F) Acceptable forms of payment of Rent are:

☒ Personal Check	☒ Cashier's Check	☒ Bank Check
☒ Money Order	☒ Online/ACH Payment	

No other forms of payment will be accepted by Landlord.

- (G) Landlord shall apply all monies received from Tenant in the following order: first to Rent, and then to other charges and fees due from Tenant, regardless of any notations on payments made by Tenant or when Tenant's obligation to pay such

Tenant's Initials: _____

monies arose. Unless affected by statute, Tenant's promise and covenant to pay Rent is independent, absolute, and without right to setoff, offset, or deduction by Tenant, for any reason whatsoever, including, but not limited to, any alleged breach by Landlord or Landlord's agents.

Security Deposit. Contemporaneously with the execution of the Lease, Tenant shall deposit with Landlord a security deposit/pet deposit in the amount of \$750.00 (the "Security Deposit") as security for the return of the Premises at the expiration of the term of the Lease in as good condition as when Tenant took possession of the Premises, normal wear and tear excepted, as well as the faithful, timely, and complete performance of all other terms, conditions, and covenants of the Lease. Landlord may retain the Security Deposit for nonpayment of Rent, damage to the Premises, replacement of damaged or missing items on the Premises, and/or cleaning of the Premises beyond normal wear and tear, to perform any obligation Tenant fails to perform under the Lease, or in connection with Landlord's remedies under the Lease.

Tenant may not elect to use the Security Deposit as payment for any Rent Tenant owes under the Lease. Any amount remaining from the Security Deposit, together with a written accounting for any portion retained, will be returned by mail to Tenant not more than sixty (60) days after expiration of the Term. Landlord shall mail the return or accounting to the forwarding address provided by Tenant or, if no forwarding address has been provided, to Tenant's last known address. If Tenant consists of more than one person, Tenant agrees that Landlord may provide, at Landlord's discretion, the return or accounting to one representative of Tenant or pro-rata refunds to each person. If Landlord maintains the Security Deposit in an interest-bearing bank account, Tenant consents to Landlord retaining any interest earned on the Security Deposit, except as otherwise required by applicable law.

4. **Utility Bills/Service Contracts:** Landlord and Tenant agree that utility bills and service contracts ("Service Obligation(s)") for the Premises shall be paid by the party indicated below as to each Service Obligation. The Party agreeing to be responsible for payment of a Service Obligation agrees to timely pay the applicable Service Obligation, including any metering, hook-up fees, or other miscellaneous charges associated with establishing, installing, and maintaining such utility or contract in that Party's name. Within thirty (30) days of the commencement of the Term of the Lease, Tenant shall provide Landlord with a copy of any requested information about any Service Obligation for which Tenant has agreed to be responsible. Any Service Obligation not designated below shall be the responsibility of Tenant unless the Parties agree otherwise in writing.

Services	Landlord	Tenant	None
Electric	x		
Water	x		
Gas	x		
Internet		x	
Trash Disposal/Recycling		x	

Tenant's Initials: _____

Landscaping	x		
Snow Removal		xx	

For any Service Obligation or account that is the responsibility of Tenant, Tenant shall within seven (7) days of move-in change the account to Tenant's name indicating to the service provider the date of Tenant's move-in and shall not change out of Tenant's name or allow any such Service Obligation to be disconnected for any reason or by any means, including but not limited to non-payment of utility bills, until the Tenant moves out of the Premises. If Tenant fails to change the utility service into Tenant's name within the first week of occupancy, Landlord shall arrange for this change and shall charge Tenant a \$50.00 for the additional administrative burden imposed upon Landlord. Tenant consents to any utility company notifying Landlord of Tenant's failure to pay any utility, or of any pending disconnection. Tenant shall be liable for all Service Obligations until the date Tenant vacates or until the date Tenant could have moved out without breaching the Lease, as determined by the Lease, whichever date is later.

Utilities shall be used only for normal household purposes and not for business or any other purpose and are not to be wasted. If Tenant fails to pay any Service Obligation that Tenant is obligated to pay, Landlord reserves the right to pay any such Service Obligation and bill Tenant, including a reasonable billing or an administrative charge for such billing. Landlord shall not be liable for any damage arising from or related to interruption or discontinuance of any utility service.

6. Appliances and Furnishings.

(A) The following appliances are supplied with the Premises:

- | | | |
|--|--|--|
| ☒ Refrigerator | ☒ Stove/Oven | ☒ Dishwasher |
| ☐ Microwave | ☐ Washer | ☐ Dryer |
| ☐ Portable/Window Air Conditioning Unit | ☐ Other: _____ | |

Tenant agrees to keep all such appliances clean and in good repair, ordinary wear and tear accepted. Supplied appliances may not be removed from the Premises.

(B) The following furnishings are supplied with the Premises:

UNFURNISHED

If any furnishings break or are damaged, Tenant is responsible. Landlord shall not have any obligation to repair or replace the furnishings. Maintenance of the furnishings is Tenant's sole responsibility, and Tenant will keep all such furnishings in good repair, ordinary wear and tear accepted. Tenant's use of such furnishings shall be "AS-IS," and Landlord has not made, does not make, and hereby disclaims any representations or warranties (including, without limitation, any warranty of merchantability or fitness for a particular purpose) as to the physical condition of the furnishings or the suitability or usefulness of the furnishings for Tenant's intended use. The furnishings may not be removed from

Tenant's Initials: _____

the Premises.

7. Use of Premises. Tenant and the Household Members are the only individuals who may occupy the Premises. Tenant covenants that the Premises are to be used and occupied by Tenant as Tenant's principal residence, solely as a private residential household, and not for any other purpose whatsoever, including, without limitation, any illegal purpose or any business purpose that is not specifically allowed by the Lease and by applicable law.

Tenant may permit guests to stay with Tenant in the Premises for up to ten (10) consecutive days and no more than 30 days in a calendar year. Any guest staying with Tenant for longer than ten consecutive days or more than 30 days in a calendar year shall be considered an unauthorized occupant of the Premises. Any guests of Tenant must abide by the applicable terms and provisions of the Lease, and Tenant shall be liable for any acts or omissions of Tenant's guests.

Landlord must approve any change to those listed as Tenants in the Lease. If Tenant desires any addition to those shown as Tenants or Household Members in the Lease, and provided any increase is not in violation of applicable occupancy codes, those individuals over the age of 18 desiring tenancy must complete any application and approval process required by Landlord, in advance of any change and, after Landlord's approval, must execute a new Lease. If Tenant fails to obtain Landlord's approval in advance of any change in occupancy, Tenant understands that this failure constitutes a Default as described in the Lease.

Tenant agrees to comply with and abide by all federal, state, county, and municipal laws and ordinances in connection with the occupancy and use of the Premises. No alcoholic beverages shall be possessed or consumed by Tenant, or Tenant's licensees or invitees, unless the person possessing or consuming alcohol is of legal age. No illegal drugs or controlled substances as defined by 21 U.S.C.S. § 802 *et seq.* (unless specifically prescribed by a physician for a specific person residing or present on the Premises) are permitted on the Premises. If Tenant is in possession of medical marijuana pursuant to Colo. Const. Art. XVIII, Section 14, Tenant shall adhere to the requirements set forth in Section 8 of this Lease. Tenant agrees to refrain from using the Premises in a manner that may endanger the person or property of Landlord, co-tenants, or any person living on or near the Premises.

Tenant agrees to limit use of the Premises to those uses consistent with the Premises' clean, safe, sanitary, and habitable condition. Neither Tenant nor Tenant's licensees or invitees shall be a nuisance or act in any manner that would interfere with the quiet enjoyment by adjacent property owners. This prohibition includes, but is not limited to, loud noises,¹ loud music, noxious or unpleasant odors, and disruptive behavior or actions. Tenant shall not disrupt or interfere with Landlord's business operations or communicate with Landlord or Landlord's representatives in an unreasonable, harassing, rude, or

¹ The limits set forth in C.R.S. § 25-12-103 will determine what constitutes a "loud noise" or "loud music," in the event of a dispute.

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hostile manner, including times, manner and amount of communications, or injure Landlord's reputation by making bad faith allegations against Landlord to others. Landlord may deny any Tenant access to the Premises, including by changing the locks, if any court or legal order restrains or bars a Tenant from the Premises.

8. Smoking. Absolutely No smoking of any kind on the Premises and the Property! Lessee, all of Lessee's household members and guests, and all other persons under Lessee's control, shall not smoke or permit smoking anywhere inside the Premises, in any building on the Premises, or anywhere else on the Property except as designated in writing by Lessor. The term "smoking" is defined as inhaling, exhaling, breathing, vaping, burning, carrying, or possessing any lighted cigar, cigarette, e-cigarette, vaporizer, pipe, or other product or similarly lighted product in any manner or in any form. The term "lighted" means illuminated by electricity, battery or fire; ignited by electricity, battery or fire; burning by electricity, battery or fire; or emitting light by electricity, battery or fire.
9. Pets. Pets are not allowed to reside in the Premises or on the Property, unless written permission is granted by Landlord before any pet is moved in, which permission may be granted or withheld in Landlord's sole and absolute discretion.-If allowed, pets will be subject to additional deposit(s) and/or monthly Rent per pet, which will be described in an addendum to the Lease. The granting of consent for pets to others in properties owned by or under management of Landlord shall in no way be considered the granting of consent to Tenant.
10. Parking. Tenant shall be permitted to use the following parking spaces and/or parking areas during the Term of the Lease: N/A. Vehicles parked at the Premises must be in working, drivable condition. Tenant may not repair Tenant's vehicles on the Premises or the surrounding property if such repairs take longer than one (1) day, unless in an enclosed parking garage. Vehicles may never, under any condition, be parked in or driven on the yard of the Premises. If street parking is permitted by applicable laws, Tenant may be permitted to park vehicles on the street in front of the Premises in accordance with all such laws; however, Landlord does not guaranty the availability, quality, or location of any street parking.
11. Surrender of Premises. Tenant will return the Premises to Landlord at the expiration of the Term in the conditions outlined in Section 4 of this Lease.
12. Check-In Inspection; Check-Out Procedure.
 - (A) Tenant acknowledges that Tenant has inspected the Premises and that the Premises are in an acceptable condition, and in good, clean, and acceptable repair, except as specifically noted in writing as agreed to by the parties on a check-in inspection sheet. Tenant specifically acknowledges that no condition exists in the Premises that materially interferes with the Tenant's life, health or safety. Immediately upon occupying the Premises, Tenant will inspect the Premises and report any defects or problems to Landlord (or a representative of Landlord) on a check-in inspection sheet. A check-in inspection sheet must be signed and

Tenant's Initials: _____

returned to Landlord within seventy-two (72) hours of occupancy, and the information contained in it will be sufficient and satisfactory proof of the condition of the Premises at the time of possession should a subsequent dispute arise.

In addition to the written check-in inspection sheet, Landlord and/or Tenant may create photographic and/or video recordings documenting the condition of the Premises prior to or at the commencement of occupancy. Any such video recording may be electronically stored, including by means of a private or unlisted internet link, and the internet address (URL) for any such recording may be written on or otherwise referenced in the check-in inspection sheet. Any photographic or video recording so referenced is hereby incorporated into and made a part of the check-in inspection sheet for all purposes under the Lease and may be used as evidence concerning the condition of the Premises at move-in, move-out, or in connection with any dispute arising under the Lease, including any dispute concerning ordinary wear and tear, damages, repairs, cleaning, or the disposition of the Security Deposit.

All systems and appliances on the Premises, including refrigerators, stoves, microwaves, dishwashers, washers, dryers, water heaters, furnaces, etc., will be deemed to be in working condition at the commencement of the Term, unless specifically noted to the contrary on the check-in inspection sheet or in any photographic or video recording incorporated therein. Subject to the information on the check-in inspection sheet, including any photographic or video recording incorporated therein, Tenant accepts the Premises in its "as-is" condition, without representation or warranty of any kind, whether express or implied, except to the extent such waiver is prohibited by applicable law.

Landlord is not responsible for any violation of the implied covenant of quiet enjoyment that is committed by a third party acting beyond the reasonable control of Landlord.

- (B) **Move-out Carpet Cleaning.** Tenant shall return all carpeted areas of the Premises in a clean condition, ordinary wear and tear excepted, and in substantially the same level of cleanliness as existed at the commencement of the tenancy, as documented by the move-in inspection records. If, at the expiration or earlier termination of the Lease, the carpets are soiled, stained, contaminated by odors, pet-related conditions, smoke, excessive dirt, or other conditions beyond ordinary wear and tear, Tenant shall, after Tenant's possessions are removed from the Premises and within three (3) days after termination of the Lease or surrender of possession, cause the affected carpeted areas to be professionally cleaned at Tenant's sole cost and expense.

For purposes of this paragraph, "professionally cleaned" means cleaning performed by a person or company regularly engaged in the business of carpet cleaning using commercial-grade carpet-cleaning equipment, including hot-water

Tenant's Initials: _____

extraction or steam-extraction equipment, as appropriate for the carpet and condition involved. The use of a rented, consumer-grade, or store-rented carpet-cleaning machine shall not constitute professional cleaning under the Lease.

In lieu of arranging professional carpet cleaning directly, Tenant may request in writing that Landlord arrange for professional carpet cleaning, in which event Tenant shall remain responsible for the actual and reasonable cost thereof to the extent permitted by applicable law. Any deduction from the Security Deposit for carpet cleaning shall be limited to the actual and reasonable cost incurred by Landlord, shall be supported by the documentation required by applicable Colorado law, and shall not be charged for ordinary wear and tear, preexisting conditions, or conditions for which Tenant is not responsible.

- (C) **Move-Out Inspection / Walk-Through.** Upon the request of Landlord or Tenant, and if reasonable and practicable, Landlord, Tenant, or their respective representatives shall conduct a check-out/walk-through inspection of the Premises, either in person or by telecommunication-assisted interactive walk-through, at a mutually convenient time before termination of the Lease or Tenant's surrender of the Premises, and after Tenant has had the opportunity to remove Tenant's furniture and personal property from the Premises. The purpose of the walk-through shall be to identify in writing any damage or defective condition of the Premises that is beyond normal wear and tear and that did not preexist the tenancy. Nothing in this paragraph shall limit Landlord's right to inspect the Premises after Tenant has surrendered possession, nor shall anything in this paragraph waive or limit any right or obligation of either party under applicable Colorado law, including Colorado's security deposit laws.

13. Subletting; Assignment; Short Term Rentals.

- (A) Tenant shall neither sublet any part of the Premises nor assign the Lease, nor any interest in the Lease, without Landlord's prior written consent, which consent may be withheld in Landlord's sole discretion.
- (B) Tenant is not permitted to use the Premises for short-term rentals, including, without limitation, listing the Premises on Airbnb, VRBO, or any other similar short-term rental services.

14. Tenant's Maintenance and Care of the Premises.

- (A) In addition to the duties imposed upon Tenant by this or other provisions of the Lease, Tenant shall always maintain the Premises in good condition and in reasonably clean and safe manner. In addition, Tenant shall not knowingly, intentionally, deliberately, or negligently destroy, deface, damage, impair, or remove any part of the Premises or the common areas of the community or knowingly permit any person within Tenant's control to do so. Tenant shall use felt pads, rugs, or similar scratch prevention materials under all furniture items or

Tenant's Initials: _____

other items placed upon any hard surface flooring in the Premises. Bathmats or rugs shall be used on the floors in all bathrooms in the Premises to help prevent standing water on such floors. Tenant shall not place any additional locks on the Premises, including, but not limited to, exterior and interior doors. Landlord shall provide a key to the Tenant for the Premises and Landlord shall keep a duplicate key for access. Tenant shall not cause any of the locks or cylinders in the locks to be changed or re-keyed in any manner. Tenant must keep the Premises free and clear of all debris, garbage, and rubbish. Tenant must use plumbing fixtures and facilities, electrical, sanitary, heating, ventilating, air conditioning, and any other mechanical systems and appliances in a safe and reasonable manner and in the manner and for the purposes for which they were designed.

- (B) Except as may otherwise be permitted by applicable law, Tenant shall not perform or contract with third parties to perform any repairs of any kind on the Premises without the prior written consent of Landlord. If any repair which is the responsibility of either Tenant or Landlord becomes necessary, Tenant shall notify Landlord, in writing, as soon as possible and allow reasonable time for the work to be completed. Any unauthorized work performed or contracted for by Tenant will be at Tenant's sole expense and no deductions or offsets in Rent will be permitted.
- (C) Tenant shall not make any additions, improvements, or alterations to the Premises unless prior written consent is given by Landlord, which may be given or withheld in Landlord's sole and absolute discretion. Any additions, improvements, or alterations made by Tenant must be completed in compliance with all local, state, and federal laws. As used herein "additions, improvements, or alterations" includes, without limitation, lock changes, painting, replacing fixtures, installing wallpaper, attaching shelves, installing curtains or shades, altering landscaping, or other permanent or semi-permanent changes to the Premises. Additionally, no trampolines, pools, TV antennas, air conditioners, spas, swing sets, or other similar features shall be added to the Premises by Tenant unless express written permission is given by Landlord, which permission may be granted or withheld in Landlord's sole and absolute discretion. Satellite dishes may be installed by a professional installer with Landlord's approval.
- (D) Tenant shall be responsible for all costs related to any repair or maintenance of any plumbing stoppage or slow-down caused by Tenant or any Household Member, guest, or invitee of Tenant's, whether accidental or purposeful. Tenant agrees not to place into any drain lines of the Premises any non-approved substances, such as cooking grease, oil, sanitary napkins, diapers, children's toys, wet wipes, or other similar objects that may cause a stoppage. Tenant shall notify Landlord of any plumbing leak or slow drainage within twenty-four (24) hours. Landlord shall use reasonable efforts to remedy the plumbing problem. Tenant shall only use a plunger to attempt to fix a slow or stopped drain and shall not pour chemical or other drain cleaners into any stopped or slow drains. Tenant shall also be responsible for any plumbing system freeze-ups occasioned by

Tenant's Initials: _____

Tenant's negligence.

- (E) It is generally understood that mold spores are present essentially everywhere and that mold can grow in most any moist location. Landlord has informed Tenant of the need for prevention of moisture in the Premises and on good housekeeping and ventilation practices. Tenant acknowledges the necessity of housekeeping, ventilation, and moisture control (especially in kitchens, bathrooms, and around outside walls) for mold prevention. In signing the Lease, Tenant has examined the Premises and certifies that Tenant has not observed mold, mildew, or moisture within the Premises. Tenant agrees to immediately notify Landlord at the address set forth in Section 15, above, if Tenant observes mold/mildew and/or moisture conditions (from any source, including leaks) and to allow Landlord to evaluate and make recommendations and/or take appropriate corrective action. To the maximum extent permitted by applicable law, Tenant relieves Landlord from any liability for any bodily injury or damages to property caused by or associated with moisture or the growth of or occurrence of mold or mildew on the Premises that is caused by Tenant, a guest or an invitee of Tenant, or any other person under Tenant's direction or control. In addition, execution of the Lease constitutes acknowledgement by Tenant that control of moisture and mold prevention are an important part of Tenant's Lease obligations, and Tenant will be fully liable for all damages due to moisture or mold growth in the Premises.
- (F) Pest control, after the first ten (10) days of the Term, if needed or desired, shall be the sole responsibility of the Tenant, including, without limitation, prevention and remediation. Tenant shall keep the Premises free of all pests, including without limitation, rodents, fleas, ants, cockroaches, gnats, flies, and beetles. Tenant shall pay for all costs associated with remediating pests from the Premises and shall inform Landlord at first sighting of any pests to avoid any infestation of pests. In signing the Lease, Tenant agrees that Tenant has examined the Premises and certifies that it has not observed any pests on and in the Premises.
- (G) Tenant shall promptly notify Landlord, in writing, if Tenant knows or reasonably suspects that the Premises contains bed bugs. Landlord will schedule an inspection of the Premises by a qualified inspector within the time frame required by C.R.S. § 38-12-1003, upon Tenant's written notice. Tenant expressly agrees that he/she/it waives any prior notice of said inspection. Upon completion of said inspection, Landlord shall provide notice of the results to Tenant pursuant to C.R.S. § 38-12-1003.
- (H) To the maximum extent permitted by applicable law, Tenant shall not be permitted to, and shall not permit any Household Members, guests, licensees, or invitees of Tenant to, grow, produce, possess, consume, use, smoke, or ingest any marijuana, cannabis, or any products or edibles/ingestibles containing marijuana or cannabis in any location in, on or about the Premises; the foregoing prohibition to be absolute and without exception and shall include any growing, production, possession, use, or consumption pursuant to any medical use or medical

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prescription, or any medical, retail, or recreational marijuana activities that may otherwise be permitted under any local, state, or federal laws, rules or regulations now or hereafter in effect. Tenant's violation of this Section shall be an immediate and incurable Default of the Lease.

- (I) No ice melt, salt, or similar product may be used on the Premises. Any damage to the Premises (including, without limitation, concrete walkways and stairs) caused by Tenant's use of ice melt, salt, or similar products shall be the sole responsibility of Tenant, and Tenant shall be responsible for the cost and expense any repairs required as a result thereof.
- (J) If a pool is present on the Premises, Tenant is responsible for maintaining the condition of the pool. Tenant acknowledges that pools are potentially dangerous (especially to small children). Tenant assumes full responsibility for any injuries to Tenant and any family, visiting friends, dependents, guests, licensees, or invitees of Tenant in connection with any pool on the Premises. Tenant shall indemnify, defend, and hold Landlord harmless from and against any and all penalties, damages, fines, causes of action, liabilities, judgments, expenses (including, without limitation, reasonable attorneys' fees) or charges incurred in connection with or arising from any pool on the Premises.
- (K) If Tenant is responsible for lawn/yard maintenance, such maintenance shall include, without limitation, mowing, watering, edging and pruning of trees, shrubs, and bushes, and Tenant shall always keep the lawn/yard of the Premises sufficiently watered, well maintained, and in good condition. If Tenant is responsible for snow removal, Tenant shall promptly remove snow and ice from the driveway, decks, patios, sidewalks and walkways serving the Premises.
- (L) If Tenant changes the locks without supplying Landlord with a key, and Landlord is prevented from entering the Premises due to the lock change, Tenant shall be responsible for all costs of Landlord to enter the Premises by force, including, without limitation, any damage to the Premises. If Tenant is locked out of the Premises, Landlord may engage a professional locksmith to unlock the Premises, and Tenant shall immediately reimburse Landlord for any fees or charges incurred by Landlord in connection therewith.
- (M) The Premises has been equipped with smoke detectors and carbon monoxide detectors. Tenant agrees these detectors are in working order and agrees to periodically test and maintain the smoke detectors and keep them in working order. Any action by Tenant, Household Members, guests, or invitees that cause a smoke alarm, indoor springling system, carbon monoxide detector, or any other appliance, or component of the Premises to be disabled or destroyed including, but not limited to, removing and/or failing to replace any battery of the smoke alarm(s) and/or carbon monoxide detector(s) shall constitute a material violation of this Lease.

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- (N) If the Premises is part of a multi-unit building, Tenant shall have the non-exclusive right to use the common hallways of such building for access to and from the Premises, such use to be in common with Landlord, other residents in the building, and other persons permitted by Landlord to use the same. If Tenant or any Household Members, or Tenant's guests or invitees causes any damage to the common hallways, beyond normal wear and tear, Tenant shall pay all costs to repair such damage to Landlord within thirty (30) days after receipt of an invoice.
- (O) Fires are not permitted on the premises including, but not limited to, bonfires, charcoal grills, incense burning, candles, fire pits, etc. Properties that include built-in fireplaces may use them in accordance with all safety guidelines. Gas stoves and ovens may not be used for any other purpose than cooking food. Space heaters must not be left unattended and must be unplugged when not in use.

15. Landlord's Maintenance of the Premises. Landlord agrees to maintain the structure, roof, and foundation of the Premises, and the heating, plumbing, and electrical systems of the Premises, unless the repairs required are a result of any act or omission of Tenant or Tenant's dependents, guests, licensees, or invitees (excluding normal wear and tear). In such case that the damage is a result of the act or omission of Tenant or Tenant's dependents, guests, licensees, or invitees, Tenant will be responsible for all costs to repair such damage. Landlord will carry out all required repairs in as reasonable time as possible in accordance with applicable laws but will not be liable to Tenant for any disruptions or inconvenience to Tenant as a result of damages or repairs. Landlord warrants that the Premises is fit for human habitation at the inception of the Tenant's occupancy thereof and that Landlord will maintain the Premises in a condition fit for human habitation throughout the entire period that the Tenant lawfully occupies the Premises.

16. Notice of Unsafe or Uninhabitable Condition of Premises.

EVERY TENANT IS ENTITLED TO SAFE AND HEALTHY HOUSING UNDER COLORADO'S WARRANTY OF HABITABILITY, AND LANDLORD IS PROHIBITED BY LAW FROM RETALIATING AGAINST A TENANT IN ANY MANNER FOR REPORTING UNSAFE CONDITIONS IN THE TENANT'S RESIDENTIAL PREMISES, REQUESTING REPAIRS, OR SEEKING TO ENJOY THE TENANT'S RIGHT TO SAFE AND HEALTHY HOUSING. IN THE EVENT OF ANY UNSAFE OR UNINHABITABLE CONDITION AT THE PREMISES, TENANT SHALL PROMPTLY NOTIFY LANDLORD IN WRITING OF SUCH CONDITION. SUCH NOTICE SHALL BE ADDRESSED AS FOLLOWS:

1675 Summit Street
Norwood, Colorado
OR
sowens@norwoodtown.com

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TODO INQUILINO TIENE DERECHO A UNA VIVIENDA SEGURA Y SALUDABLE BAJO LA GARANTÍA DE HABITABILIDAD DE COLORADO Y LA LEY PROHÍBE AL PROPIETARIO TOMAR REPRESALIAS CONTRA UN INQUILINO DE CUALQUIER MANERA POR INFORMAR CONDICIONES INSEGURAS EN LAS INSTALACIONES RESIDENCIALES DEL INQUILINO, SOLICITAR REPARACIONES O BUSCAR DISFRUTAR DEL DERECHO DEL INQUILINO A LA SEGURIDAD Y VIVIENDA SALUDABLE. TODO INQUILINO TIENE DERECHO A UNA VIVIENDA SEGURA Y SALUDABLE BAJO LA GARANTÍA DE HABITABILIDAD DE COLORADO Y LA LEY PROHÍBE AL PROPIETARIO TOMAR REPRESALIAS CONTRA UN INQUILINO DE CUALQUIER MANERA POR INFORMAR CONDICIONES INSEGURAS EN LAS INSTALACIONES RESIDENCIALES DEL INQUILINO, SOLICITAR REPARACIONES O BUSCAR DISFRUTAR DEL DERECHO DEL INQUILINO A LA SEGURIDAD Y VIVIENDA SALUDABLE. EN CASO DE QUE LAS CONDICIONES DEL INMUEBLE SEAN INSEGURAS O INHABITABLES, EL INQUILINO DEBERÁ NOTIFICAR DE INMEDIATO AL PROPIETARIO POR ESCRITO SOBRE DICHA CONDICIÓN. DICHA NOTIFICACIÓN DEBERÁ DIRIGIRSE DE LA SIGUIENTE MANERA:

OR

[Enter an email address]

17. Default. If Tenant is late in the payment of any installment of Rent, or in violation of any other covenants or agreements set forth in the Lease (the “Default”) and the Default remains uncorrected for a period of ten (10) days following service of a notice requiring Tenant to cure the Default, then Landlord may, at Landlord’s option, undertake any of the following remedies without limitation:
- (A) declare the Term of the Lease ended;
 - (B) terminate Tenant’s right to possession of the Premises and re-enter and repossess the Premises pursuant to the applicable provisions of the Colorado statutes governing forcible entry and detainer;
 - (C) recover all present and future damages, costs and other relief to which Landlord is entitled;
 - (D) pursue breach of contract remedies; and/or
 - (E) pursue any and all available remedies at law or in equity.

If possession is terminated by reason of a Default before the Term expires, Tenant shall still be responsible for the payment of all Rent occurring for the remainder of the Term,

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subject to Landlord's duty to use reasonable efforts to mitigate such damages. Pursuant to Colorado law, if repeated or substantial (as "substantial violation" is defined in C.R.S. § 13-40-107.5) Defaults occur under the Lease, Landlord may terminate Tenant's right to possession of the Premises upon a written Notice to Terminate Tenancy, without a right to cure. Upon such termination, Landlord shall have available any and all of the above-listed remedies. Tenant agrees to pay all sheriff's fees resulting from Tenant's eviction from the Premises.

18. **Early Termination; Breaking the Lease.** If Tenant vacates, abandons, surrenders, or otherwise fails to occupy the Premises before the expiration date of the Lease without Landlord's prior written consent or without a legal right to terminate, Tenant shall remain liable for Rent, utilities, lawn care, snow removal, and all other charges and obligations due under the Lease through the earlier of: (i) the date a replacement tenant commences paying rent under a new lease for the Premises; or (ii) the expiration date of the Term, subject to Landlord's duty to use reasonable efforts to mitigate damages as required by applicable law, whichever occurs first.

In the event of an early termination, Landlord shall make reasonable and customary efforts to re-rent the Premises. In addition to all Rent and other sums lawfully due, Tenant shall reimburse Landlord for the actual, reasonable, and necessary costs incurred as a result of Tenant's early vacating, abandonment, surrender, or breach, including, without limitation, advertising, marketing, showing the Premises to prospective tenants, utility costs reasonably necessary for showing the Premises, tenant-screening costs, locator-service fees, leasing commissions or leasing fees paid to Landlord's agent, and other reasonable re-leasing expenses. Landlord shall make reasonable efforts to re-lease the Premises.

Tenant shall also remain responsible for unpaid Rent, past-due charges, unpaid utilities, damage to the Premises beyond ordinary wear and tear, cleaning beyond ordinary wear and tear, removal or disposal of personal property or trash left by Tenant, replacement of unreturned keys, access devices, or garage remotes, and other amounts lawfully owed under the Lease. Any deductions from the Security Deposit shall be limited to actual and reasonable amounts permitted by Colorado law and supported by documentation required by applicable law.

Nothing in this paragraph shall waive, limit, or impair any non-waivable right of Tenant to terminate the Lease without penalty or further liability where permitted by applicable federal, state, or local law, including, without limitation, rights arising from military service, domestic violence or unlawful sexual behavior protections, warranty of habitability, or any other applicable legal protection. No early termination fee, liquidated damages, repayment of concessions, accelerated rent, or other predetermined lease-break charge shall apply to the extent prohibited by applicable law, including in connection with termination due to the death of a tenant.

19. **Abandonment.** Tenant covenants to occupy the Premises and shall be in Default if Tenant does not occupy the Premises on a regular, continuing, and consistent basis, unless

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otherwise agreed to by Landlord in writing. To the extent applicable, the factors enumerated in C.R.S. § 38-12-510 shall govern whether Tenant has abandoned. Tenant also abandons or surrenders the Premises thirty (30) days after the death of a sole Tenant. In the event of the death of a sole Tenant, if no successor in interest collects the deceased Tenant's personal property within 30 days after Tenant's death, Tenant agrees that Landlord may dispose of all of Tenant's personal property at Landlord's discretion.

20. **Re-Entry.** If Landlord is required to seek an order for possession of the Premises due to a Default by Tenant:
- (A) Tenant shall be liable for damages to Landlord for all loss sustained, including, without limitation, the balance of the Rent due for the remainder of the Term, and court costs;
 - (B) After the execution of a writ of restitution by the Sheriff, Tenant's and Household Member's personal property and the personal property of any guest, invitee, licensee, or occupant may be removed from the Premises and left on the street or alley or, at Landlord's option, it may be removed and stored or disposed of at Landlord's sole discretion. Any expense related to storage of Tenant's personal property is the sole responsibility of Tenant. Landlord shall not be deemed a bailee of the removed property, and Landlord shall not be held liable for either civil or criminal action because of the removal. Tenant shall indemnify Landlord for any expense in defending against any claim by Tenant or third-party and for any legal expense, cost, fine or judgment awarded to any third-party as a result of Landlord's actions pursuant to this Section;
 - (C) Landlord may attempt to re-let the Premises for such rent and under such terms as Landlord believes appropriate;
 - (D) Landlord may enter the Premises, clean and make repairs and charge Tenant accordingly;
 - (E) Any money that Landlord receives from Tenant shall be applied first to Rent, then to any other payments due; and
 - (F) Tenant will surrender all keys and peacefully surrender and deliver possession of the Premises.
21. **Statutory Right to Cure.** Pursuant to Colorado law, Tenant has the right to pay all amounts then due prior to a court entering a judgment for possession if Tenant is being evicted for non-payment of Rent. If Tenant exercises Tenant's statutory right to pay, Landlord is only required to accept Tenant's payment if Tenant fully pays all amounts due according to the eviction notice, as well as any Rent that is then due under the Lease. **If Tenant exercises Tenant's right to pay, Tenant agrees to pay in certified funds during Landlord's business hours at Landlord's designated place for payment.**

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22. Default by Landlord.

- (A) *Non-Warranty of Habitability Claim.* In the event of an alleged default in the obligation of Landlord under the Lease that is not related to a unsafe or uninhabitable condition of the Premise, Tenant will deliver to Landlord written notice specifying the nature of Landlord's default and unless a different time period is prescribed by Colorado law, Landlord will have thirty (30) days following receipt of such notice to cure such alleged default or, in the event the alleged default cannot reasonably be cured within a 30-day period, to commence action and proceed diligently to cure such alleged default.
- (B) *Warranty of Habitability Claim.* In the event of a default in the obligation of Landlord under the Lease that is related to a unsafe or uninhabitable condition of the Premises; Tenant will deliver to Landlord written as specified in Section 16 of this Lease. Upon receipt of this notice, Landlord will commence remedial action within the time periods prescribed under Colorado law.

23. Indemnification; Insurance.

- (A) TO THE MAXIMUM EXTENT PERMITTED BY LAW, TENANT SHALL INDEMNIFY, DEFEND, AND SAVE LANDLORD AND LANDLORD'S REPRESENTATIVES, AND AGAINST AGENTS, CONTRACTORS, AND EMPLOYEES HARMLESS FROM ANY AND ALL INJURIES, LOSSES, CLAIMS, COSTS, EXPENSES AND DAMAGES TO ANY PERSON OR PROPERTY WHILE AT THE PREMISES OR ARISING IN ANY WAY OUT OF TENANT'S USE OR OCCUPANCY OF THE PREMISES. LANDLORD AND LANDLORD'S AGENTS, CONTRACTORS, AND EMPLOYEES SHALL NOT BE LIABLE FOR, AND TENANT WAIVES ALL CLAIMS FOR, DAMAGE TO PERSONAL PROPERTY SUSTAINED BY TENANT, RESULTING FROM ANY ACCIDENT OR OCCURRENCE IN, , UNLESS SUCH DAMAGE IS A RESULT OF A NATURAL OCCURRENCE ON OR ABOUT THE PREMISES, INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR DAMAGE RESULTING FROM:
- (i) ANY EQUIPMENT OR APPURTENANCES BECOMING OUT OF REPAIR THAT DOES NOT RESULT IN UNSAFE OR UNHABITABLE CONDITION OF THE PREMISES;
 - (ii) INJURY DONE OR OCCASIONED BY WIND, WATER, OR OTHER NATURAL ELEMENT;
 - (iii) BROKEN GLASS CAUSED BY TENANT, HOUSEHOLD MEMBERS, GUESTS, OR INVITEES;
 - (iv) THE BACKING-UP OF ANY SEWER PIPE OR DOWNSPOUT; AND

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- (v) ANY ACT, OMISSION, OR NEGLIGENCE OF CO-TENANTS, OTHER PERSONS OR OCCUPANTS OF THE PREMISES, OR GUESTS AND INVITEES OF TENANT.
- (B) Landlord, in its sole discretion and for its sole benefit, shall cause the Premises to be insured as it deems appropriate. Tenant shall have no right or claim to any insurance or insurance proceeds of Landlord. Tenant understands and agrees that Landlord has no obligation to obtain insurance for Tenant, including, but not limited to, liability, hazard, or contents insurance.
- (C) Tenant shall, at Tenant's sole cost and expense, obtain and maintain renter's insurance covering the full replacement value of all personal property of Tenant in the Premises, and providing comprehensive general liability coverage to Tenant in an amount not less than \$100,000.00 per occurrence. Tenant shall maintain such renter's insurance at all times during the Term without interruption. Tenant shall provide a certificate of insurance to Landlord demonstrating that Tenant has procured the required insurance coverage within ten (10) days after the commencement of the Term of the Lease and within ten (10) days after any renewal or change in such insurance coverage. The renter's insurance policy shall be written to apply to all bodily injury, property damage, and personal injury losses, and shall contain cross-liability endorsements. The policy shall provide that coverage cannot be canceled, non-renewed, or materially changed without at least thirty (30) days prior written notice to Landlord.

Tenant acknowledges that Landlord's insurance policies do not cover Tenant's personal property against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Tenant is advised to carry Tenant's own insurance (renter's insurance) to protect Tenant from any such loss or damage.

Landlord and Tenant hereby waive all rights of recovery against each other for loss or damage to the extent covered by insurance policies that either party is required to maintain pursuant to the Lease. Each insurance policy obtained by Tenant shall include a clause or endorsement denying the insurer any rights of subrogation against Landlord to the extent rights have been waived by the insured before the occurrence of injury or loss. If Tenant fails to procure the required insurance, allows such insurance to be canceled or to lapse, or fails to timely provide the required certificates of insurance, the same shall be a Default of the Lease. In addition to other remedies available under the Lease, Landlord may, but shall not be obligated to, obtain such insurance on Tenant's behalf and charge the cost thereof to Tenant as additional rent, which shall be due and payable upon demand.

24. Holdover. Tenant must vacate the Premises and remove all of Tenant's personal property from the Premises before 11:59 p.m. on the date the Term expires. If Tenant fails to so vacate the Premises, Landlord may immediately commence eviction proceedings at its

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sole and absolute discretion. If, after the Lease expires, Tenant remains in possession of the Premises and continues to pay Rent without a written agreement as to possession (and Landlord accepts such Rent), then the Lease shall then remain in effect on a month-to-month basis until terminated by either party, in accordance with the requirements set forth in any applicable provisions of the Lease.

If Tenant holds over and the Lease is extended on a month-to-month basis as contemplated above, Tenant will be liable for, and agrees to pay a **\$200** increase in Rent. The month-to-month Rent is not a fee, but consideration paid by Tenant to Landlord for the privilege of being allowed to occupy the Premises on a short-term basis without having to commit to a longer term and Tenant having the flexibility to terminate the Lease on written notice as contemplated above.

If and when Landlord agrees to a new Lease term, Tenant will no longer be liable for paying the month-to-month fee. If either Tenant or Landlord gives notice to vacate, Tenant shall vacate on or before the date specified in the notice. If, without the consent of Landlord, Tenant continues in possession of the Premises and fails to vacate or fails to turn in any keys after the expiration or termination of the Term or any extension or renewal of the Lease or after any notice to vacate, then Tenant shall be wrongfully holding over and shall be a tenant-at-sufferance.

25. Entry by Landlord. Landlord may enter the Premises (or cause its agents or contractors to enter the Premises) at reasonable hours for reasonable purposes (such as repairs, inspections, or re-letting to prospective new tenants), after giving reasonable notice to Tenant. Landlord may also enter the Premises in the event of an emergency, without notice, or in the event of Tenant's abandonment of the Premises. Tenant's request for service or repairs shall be considered Tenant's approval of all necessary access to the Premises by Landlord or Landlord's agents or contractors, in connection with such service or repairs. If Tenant does not allow access to the Premises when Landlord or Landlord's agents or contractors have agreed to perform any services or repairs to the Premises, then Tenant shall immediately reimburse Landlord for any fees or charges incurred by Landlord due to Tenant's failure to allow access to the Premises. Landlord may also display "For Rent" or "For Sale" signs on the Premises, including, without limitation, in the windows of the Premises or the front yard.
26. Subordination. The Lease is subordinate to all existing and future mortgages, deeds of trust, and other security interests on the Premises. Tenant agrees that from time to time it will deliver to Landlord or Landlord's mortgagee or designee within ten (10) days of the date of Landlord's or Landlord's mortgagees or such other designee's request documentation confirming the subordination of the Lease to any current or future mortgage or mortgages placed on the Premises by Landlord and Tenant's agreement to attorn to any party acquiring rightful possession of the Premises by or through any such mortgage.
27. Lead-Based Paint. Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead

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exposure is especially harmful to young children and pregnant women. Tenant hereby acknowledges receipt of a Lead-Based Paint disclosure form and EPA Lead-Based Paint Advisory Pamphlet if the Premises was built prior to 1978.

28. Fair Housing. Landlord is dedicated to honoring federal, state and local fair housing laws. Landlord will not discriminate against Tenant because of their race, color, religion, national origin, familial status, disability, sex, sexual orientation, gender identity, immigration/citizenship status, or military/veteran status. C.R.S. § 24-34-502(1) prohibits source of income discrimination and requires a non-exempt landlord to accept any lawful and verifiable source of money paid directly, indirectly, or on behalf of a person, including income derived from any lawful profession or occupation and income or rental payments derived from any government or private assistance, grant, or loan program. Accommodation and modifications will be permitted and made in accordance with, and as required under, such fair housing laws. Prior to the making of any modifications, Tenant and Landlord may be required to enter into a modification agreement to govern the approval and implementation of any modifications, as well as restoration obligations, if any. Landlord requests that Tenant make all requests for reasonable accommodations and modifications in writing.
29. Reliance On and Release of Rental Information. Regardless of whether attached, Tenant acknowledges that Landlord is entering into the Lease in reliance on the information contained in Tenant's Rental Application and all other information provided to Landlord by Tenant. If at any time it is determined that such information is false or materially misleading, then Landlord shall have the option to terminate the Lease upon three (3) days' notice or if Tenant fails to cure the violation after receiving a 10-day Demand for Compliance or Possession. Tenant shall promptly notify Landlord in writing of any subsequent change in the information provided by Tenant on Tenant's Rental Application or portable screening report. Landlord may provide information on Tenant or Tenant's rental history to or for law enforcement, governmental, or business purposes, and report paid and unpaid amounts to credit agencies.
30. Attorney's Fees; Collection Related Costs; Jury Waiver. In any disputed court action where the court resolves the dispute and determines the prevailing party, the court shall also award to the prevailing party its reasonable attorneys' fees and costs, and the non-prevailing party shall be liable to the prevailing party for payment of any court awarded attorneys' fees and costs. **LANDLORD AND TENANT AGREE THAT ANY ACTION OR PROCEEDING IN WHICH LANDLORD IS SEEKING POSSESSION OF THE PREMISES FROM TENANT, A TRIAL SHALL BE HEARD BY A COURT SITTING WITHOUT A JURY.** If Landlord has filed an eviction due to Tenant's Default or other breach, including breaching for non-payment of Rent, regardless of the outcome or disposition by the court, Tenant agrees, upon request, that the court shall make a determination who the prevailing party is in any eviction and whether any attorneys' fees and court costs sought by any party are reasonable. If for any reason the Court does not make such determination in any eviction lawsuit between the parties, Tenant and Landlord agree that a court in any subsequent action between Tenant and Landlord shall make that determination. Tenant covenants and agrees to pay interest

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at the maximum lawful rate or eighteen percent (18%) interest, whichever is less, compounded annually, on all unpaid Rent, damages, and other amounts owed by Tenant, excluding late fees, from that date of Landlord's final accounting until such time Tenant pays all such outstanding amounts.

31. Entire Agreement; Waiver; Mistake; Severability. The Lease, together with any and all exhibits and addenda to the Lease, contains the entire leasing agreement between Landlord and Tenant and may not be modified in any manner except by an instrument in writing signed by both Tenant and Landlord. Tenant acknowledges that neither Landlord nor any of Landlord's representatives have made any oral promises or representations not contained herein and that Landlord's agents have no authority to waive, amend, modify, or terminate the Lease or any part of it, unless in writing, and no authority to make promises, representations, agreements, or leases that impose any duties or obligations on Landlord unless in writing. In filling out, processing, and completing the Lease, some clerical, scrivener, human, computer, and/or mathematical errors may occur. In the event of any such errors or mistakes, and regardless of who made such errors or mistakes, Tenant agrees to cooperate with Landlord to execute or re-execute any document necessary to correct any such mistake or error upon demand by Landlord. Invalidity of any one of the provisions, covenants, or promises contained in the Lease by judgment or court order shall in no way affect any of the other provisions, covenants, or promises contained in the Lease, all of which shall remain in full force and effect. If any term, covenant, condition, or provision of the Lease or the application thereof to any person or circumstance is found, at any time or to any extent, to be invalid or unenforceable, a legally valid provision as similar as possible to the invalidated provision will be substituted therefor, and the remainder of the Lease, or the application of that term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of the Lease shall be valid and shall be enforced to the fullest extent permitted by law. No provision, covenant, or promise contained in the Lease shall be deemed invalid or unenforceable because such provision, covenant, or promise does not provide for or grant Landlord or Tenant equal or reciprocal rights.

32. Miscellaneous.

- (A) All notices required to be sent under the Lease must be in writing and either be:
- (i) delivered as provided by applicable law;
 - (ii) personally delivered, with proper proof of service; or
 - (iii) sent via U.S. certified mail, postage prepaid, return receipt requested.

All notices required to be sent to Landlord must be sent or delivered to the address set forth in Section 15, above, and all notices required to be sent to Tenant may be sent or delivered to the Premises.

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- (B) The Lease is governed by and construed in accordance with the laws of the State of Colorado. Venue is proper in the County in which the Premises are located.
- (C) The Section titles or captions in the Lease are for convenience only and shall not be deemed to be part of the Lease. Whenever the terms referred to in the Lease are singular, the same shall be deemed to mean the plural, as the context indicates, and vice versa. All references to "Tenant" mean each and every person comprising Tenant or an individual person or combination of persons comprising Tenant as may be required by the specific context.
- (D) No right under the Lease may be waived except by written instrument executed by the party who is waiving that right. No waiver of any breach of any provision contained in the Lease shall be deemed a waiver of any preceding or succeeding breach of that provision or of any other provision contained in the Lease. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.
- (E) It is understood that if Tenant leaves personal property within the Premises after the move-out, then Landlord can determine that such property has been abandoned. If Tenant abandons any personal property, then it shall be deemed that Tenant has specifically and irrevocably waived all title and interest in such property and grants Landlord the full authority to dispose of such property without notice, a court order, or accountability.
- (F) Landlord and Tenant agree that nothing contained in the Lease shall be deemed to be a waiver of the implied covenant of good faith and fair dealing.
- (G) The Lease shall be subject to, and Tenant shall comply with, all covenants, conditions, and restrictions affecting the Premises, including, without limitation, the declaration, bylaws, and/or rules and regulations of any condominium association and/or homeowner's association governing the Premises (collectively, the "Association Documents"). Tenant's failure to comply with such covenants, conditions, and restrictions, including, without limitation, the Association Documents, shall be a Default of the Lease. Additionally, Tenant shall immediately reimburse Landlord for any fines or other charges incurred by Landlord due to Tenant's violation of the Association Documents.
- (H) Landlord's acceptance of any partial payment does not waive Landlord's right to require immediate payment of the unpaid balance of Rent or waive or affect Landlord's rights to institute legal proceedings including, without limitation, an eviction action.
- (I) No assent, express or implied, to any Default of any one or more of the agreements in the Lease will be deemed or taken to be a waiver of any succeeding or other Default. The covenants set forth in the Lease are independent. Tenant shall have no right to withhold or set off any Rent due Landlord.

Tenant's Initials: _____

- (J) If more than one person comprises Tenant, it is expressly understood and agreed that each person comprising Tenant is jointly and severally liable for any and all obligations of Tenant in the Lease. This means that each and every person comprising Tenant is each, together and separately, responsible for all of Tenant's obligations.
- (K) Tenant shall not be permitted to, and shall not permit any family, visiting friends, dependents, guests, licensees, or invitees of Tenant to, smoke in the Premises, including, without limitation, the use of any vapor products.
- (L) If any individual comprising Tenant dies before the end of the Term, any remaining individuals comprising Tenant shall continue to carry out the terms of the Lease.
- (M) Landlord shall provide to Tenant a copy of the Lease, signed by Landlord and Tenant, no later than seven (7) days after the Lease has been signed by Tenant. Landlord shall provide Tenant with an electronic copy of the Lease, unless Tenant requests a paper copy, in writing.
- (N) The Lease is for the sole and exclusive benefit of the Parties hereto. Nothing expressed or implied herein is intended to benefit any other person or entity not a party hereto, and no such person or entity will have any legal or equitable right, remedy, or claim under the Lease.
- (O) The Lease may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. The Lease may be executed by facsimile or other electronically transmitted signature, which may be relied upon as an original.
- (P) Domestic Violence Protections and Payment Plans. If Tenant is a victim of domestic abuse, unlawful sexual behavior, or stalking as defined by C.R.S. § 38-12-402 and § 13-40-104(4)(e) and Tenant is served with a written demand for rent under the Lease, Tenant may be eligible to request a payment plan for rent arrears. To initiate this process, Tenant must submit written notice and provide qualifying documentation under C.R.S. § 38-12-402(2)(a). If Landlord receives proper notice and documentation, and if a payment plan is authorized by law, Landlord will not proceed with eviction of the victim as long as Tenant complies with the terms of the payment plan.

33. **Additional Provisions.** Additional provisions, property-specific rules, addenda, exhibits, or attachments:

☒ Attachment 1 - Charges and Fees Table

Tenant's Initials: _____

- ☒ Attachment 2 - Radon Disclosure
- ☒ Attachment 3 - Radon and Real Estate Transactions Pamphlet
- ☐ Attachment 4 – Pet Addendum
- ☐ Attachment 5 - Lead Based Paint Disclosure; and
- ☐ Attachment 6 - Protect Your Family from Lead in Your Home Pamphlet

Any such attached additional provisions, rules, addenda, exhibits, or attachments are incorporated into and made part of the Lease by this reference. In the event of a conflict between the Lease and any attached additional provisions, the terms of the Lease shall control unless the attached provision expressly states that it modifies a specific section of the Lease and such modification is permitted by applicable law.

34. Attorney Drafting Acknowledgment. The Lease has been prepared by attorneys of Dufford Waldeck Law, on behalf of Landlord. Tenant acknowledges that Tenant has had the opportunity to review the Lease, consult with independent legal counsel of Tenant's choosing, and negotiate the terms contained herein. The parties further agree that the Lease shall not be construed against either party based upon authorship of drafting responsibility.

Signature Page to Follow

Tenant's Initials: _____

IN WITNESS WHEREOF, the Parties have executed the Lease as of the day and year provided with their respective signatures below.

TENANT:

LANDLORD:

Signature

Town of Norwood, Colorado

Print Name

Authorized Agent's Printed Name

Date: _____

Date: _____

Signature

Print Name

Date: _____

This form has not been approved by the Colorado Real Estate Commission. It was drafted by the law firm of Dufford Law, L.L.P. on behalf of the Town of Norwood, Colorado.

Tenant's Initials: _____

Attachment 1

Breakdown of Included Mandatory Charges

Charge Type	Lease Provision	Amount	Fixed or Variable	Description	Recipient
Base Monthly Rent	3(A)	\$X,XXX	Fixed	Charge for occupancy of the Premises	Landlord
Security Deposit	4	\$X,XXX	Fixed	A refundable deposit for damages and unpaid rent	Landlord
Utilities	5	Varies	Variable	Monthly direct charge based on actual usage	Utility Provider
Renter's Insurance	22(B)	Varies	Variable	Cost to insure personal property of Tenant	Insurance Provider

Breakdown of Situational or Optional Charges

Charge Type	Lease Provision	Amount	Fixed or Variable	Refundable	Recipient
Late Fee for Tardy Rental Payment	3(D)	\$50 or 5% of Rent, whichever is higher	Fixed	No	Landlord
Landlord Utility Registration	5	\$50	Fixed	No	Landlord
Pet Deposit	8/ Pet Addendum	\$300	Fixed	Yes	Landlord
Carpet Cleaning	12(B)	Cost to professionally clean carpet	Variable	No	Carpet cleaning company
Pet Rent	8/ Pet Addendum	\$35	Fixed	No	Landlord
Plumbing Repair Fee	13(D)	Cost of Repair	Variable	No	Landlord
Pest Control	13(F)	Cost of Service	Variable	No	Pest Control Company
Lockout Fee	13(L)	Cost to gain access	Variable	No	Landlord
Violation of Association Document	13(G)	Cost of violation	Variable	No	Landlord

ATTACHMENT 2

Radon Disclosure

THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT STRONGLY RECOMMENDS THAT ALL TENANTS HAVE AN INDOOR RADON TEST PERFORMED BEFORE LEASING RESIDENTIAL REAL PROPERTY AND RECOMMENDS HAVING THE RADON LEVELS MITIGATED IF ELEVATED RADON CONCENTRATIONS ARE FOUND. ELEVATED RADON CONCENTRATIONS CAN BE REDUCED BY A RADON MITIGATION PROFESSIONAL.

RESIDENTIAL REAL PROPERTY MAY PRESENT EXPOSURE TO DANGEROUS LEVELS OF INDOOR RADON GAS THAT MAY PLACE THE OCCUPANTS AT RISK OF DEVELOPING RADON-INDUCED LUNG CANCER. RADON, A CLASS A HUMAN CARCINOGEN, IS THE LEADING CAUSE OF LUNG CANCER IN NONSMOKERS AND THE SECOND LEADING CAUSE OF LUNG CANCER OVERALL. A LANDLORD IS REQUIRED TO PROVIDE THE TENANT WITH ANY KNOWN INFORMATION ON RADON TEST RESULTS OF THE RESIDENTIAL REAL PROPERTY.

Landlord's Required Radon Disclosure:

- A. Has a radon test or tests been conducted on residential real property? _____
- B. The most current records and reports pertaining to radon concentrations within the residential real property are enclosed with this disclosure.
- C. The Landlord has taken the following mitigation and remediation for detected radon concentrations: _____
- D. ☐ Information regarding any radon mitigation system, including the systems description and documentation, are enclosed if a radon mitigation system has been installed; or

☐ a radon mitigation system has not been installed on the residential real property.
- E. A copy of the most recent brochure published by the Department of Public Health and Environment in accordance with C.R.S. § 25-11-114(2)(a) is enclosed with this disclosure and provides advice about radon in real estate transactions.

ACKNOWLEDGEMENT

I, _____, acknowledge that Landlord, Sopris Property Management, has provided us with this Radon Disclosure and the accompanying enclosure(s).

****[signature page follows]****

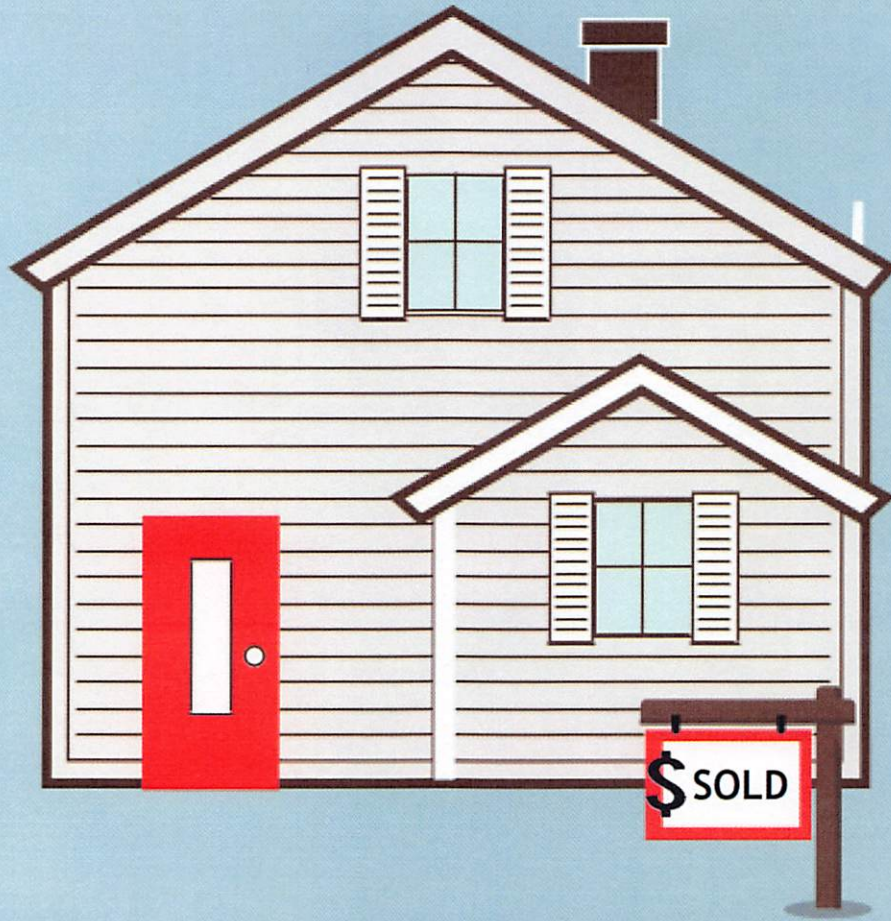
ATTACHMENT 2

TENANT:

[Tenant Name]

Date

Attachment 3



RADON

in

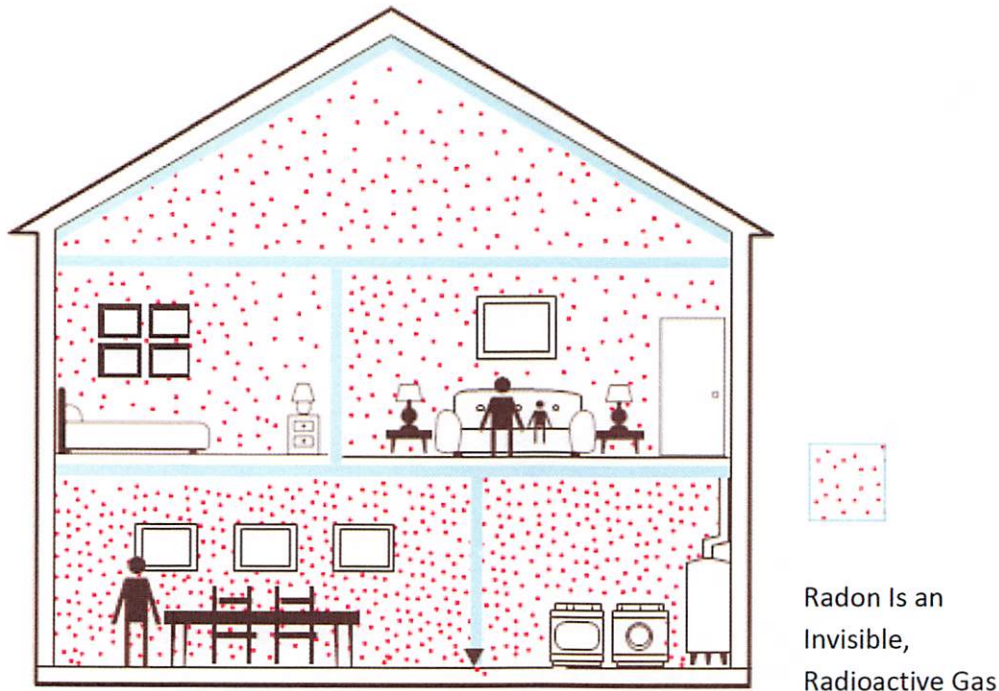
REAL ESTATE & RENTAL TRANSACTIONS

in Colorado

February 2024

Attachment 3

More often, informed home buyers and renters are having radon tests performed before finishing the transaction. Discovering elevated radon concentrations doesn't mean you need to walk away from the deal! Testing for and mitigating radon is easy and affordable.



Understanding Radon

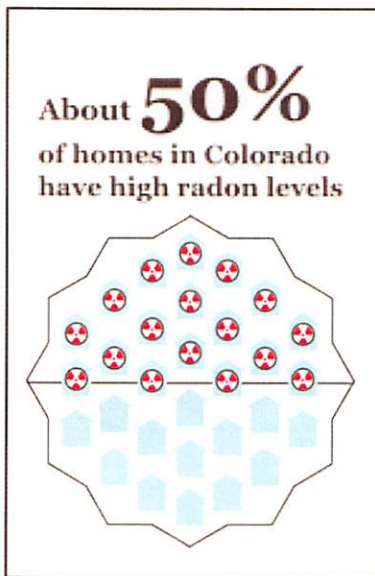
Radon Occurs Naturally

Radon is an invisible, radioactive gas created from natural deposits of uranium and radium in the soil. Radon is easily drawn into homes through cracks and gaps in the foundation and can reach concentrations that increase the potential for developing lung cancer.

Although there are rare cases where radon comes from building materials, the major source of radon in Colorado homes comes from natural deposits of uranium and radium commonly found in Colorado's soil. It is rarely caused by mankind like other environmental concerns.

Attachment 3

Radon Levels are High in Colorado



Data collected by the Colorado Department of Public Health and Environment indicates that approximately 50% of homes in Colorado have radon levels higher than the U.S. Environmental Protection Agency (EPA)-recommended action level of 4 picocuries per liter of air (pCi/L). All of Colorado, not just the mountains or foothills, is considered to be at high risk for elevated indoor radon levels.

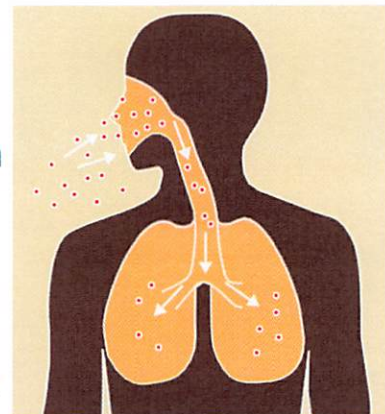
Radon levels can be elevated in a variety of structures:

- New and old homes.
- Homes built on all types of foundations, including slab-on-grade, crawl spaces, and basements.
- Multifamily buildings

Radon Exposure Causes Lung Cancer

As uranium and radium breaks down in the soil, radon gas is created. Radon is then pulled into homes by a natural stack effect, releasing solid radioactive particles that can be inhaled into your lungs. These particles are referred to as radon decay products.

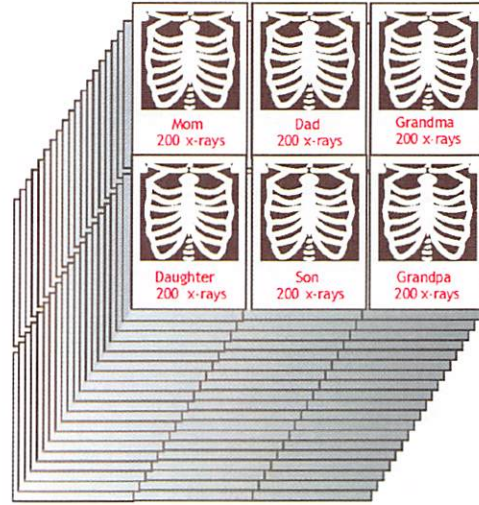
This radiation can damage your lungs and increase your risk of developing lung cancer.



Residential case-control studies, as well as carefully controlled studies on animals and miners, have shown that prolonged exposure to radon decay products can significantly increase a person's potential for lung cancer.

Attachment 3

- Radon is a Class A carcinogen. That means it is known to cause cancer in humans with prolonged exposure. It is in the same class as tobacco products
- The average indoor radon level in the U.S. is about 1.3 pCi/L in air. In Colorado, the average indoor radon level is about 6.4 pCi/L. Living in a home with average levels of radon in Colorado for 1 year is like having more than 200 chest x-rays every year. That's more than 3 chest x-rays per week, per person, per year.
- The United States Surgeon General, the American Lung Association, and the Environmental Protection Agency recommend that people avoid long-term radon exposure at or above 4 pCi/L.
- Every year in the U.S., over 20,000 people die from radon-induced lung cancer. In Colorado, approximately 500 people die annually from radon-induced lung cancer. Long-term residential radon exposure is the second leading cause of lung cancer in the general population (cigarette smoking is the first).



(Field, R. William. 'A Review of Residential Radon Case-Control Epidemiologic Studies Performed in the United States.' Reviews on Environmental Health 16.3 (2001): 151-67. Print.)

Attachment 3

Rental Requirements

Radon Disclosure is Required in Rental Agreements

Before a tenant signs a lease for a rental property, the landlord must provide this brochure to the tenant and provide the tenant with a document with the following information:

- A bold-faced statement that the Colorado Department of Public Health and Environment strongly recommends all tenants have an indoor radon test performed before leasing the property and if elevated levels are found, request the landlord to mitigate.
- Any knowledge the landlord has regarding the radon levels of the property; including previous testing, test results, and information about any installed radon mitigation system.

The tenant should acknowledge receipt of this information by signing the disclosure document. A landlord breaches the warranty of habitability if this disclosure is not made.

A tenant can break the lease if:

- A landlord fails to make this disclosure; or
- A landlord does not make a reasonable effort to mitigate elevated levels of radon ($>4\text{pCi/L}$) within 180 days after being notified that a radon measurement professional has found elevated levels of radon.

On or after January 1, 2026, these remedies will not apply to leases that are one year or less in duration.

Radon Testing and Mitigation for Renters

- A renter can test their own unit.
- If elevated levels are found, notify the landlord in writing and request mitigation.

Attachment 3

- Landlords are not legally required to install a mitigation system.

Real Estate Transaction Requirements

Radon Disclosure Is Required in Real Estate Transactions

Section O of the Colorado Seller's Property Disclosure Form specifically lists radon as a hazard that, if known by the seller to exist or ever have existed, must be disclosed. This is true even if previous test results were less than 4 pCi/L. In all cases, sellers should provide copies of any test results to potential buyers. If a radon mitigation system exists, it should also be disclosed, as it is presumed that radon had existed previously, and that if the system were to fail, the radon level would return to its original level.

Home buyers must also be given this brochure and receive a bold-faced recommendation from the Colorado Department of Public Health and Environment to test the property for radon.

622	10.13. Radon Disclosure. THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT
623	STRONGLY RECOMMENDS THAT <u>ALL</u> HOME BUYERS HAVE AN INDOOR RADON TEST PERFORMED
624	BEFORE PURCHASING RESIDENTIAL REAL PROPERTY AND RECOMMENDS HAVING THE RADON LEVELS
625	MITIGATED IF ELEVATED RADON CONCENTRATIONS ARE FOUND. ELEVATED RADON CONCENTRATIONS
626	CAN BE REDUCED BY A RADON MITIGATION PROFESSIONAL.
627	RESIDENTIAL REAL PROPERTY MAY PRESENT EXPOSURE TO DANGEROUS LEVELS OF INDOOR RADON
628	GAS THAT MAY PLACE THE OCCUPANTS AT RISK OF DEVELOPING RADON-INDUCED LUNG CANCER.
629	RADON, A CLASS A HUMAN CARCINOGEN, IS THE LEADING CAUSE OF LUNG CANCER IN NONSMOKERS
630	AND THE SECOND LEADING CAUSE OF LUNG CANCER OVERALL. THE SELLER OF RESIDENTIAL REAL
631	PROPERTY IS REQUIRED TO PROVIDE THE BUYER WITH ANY KNOWN INFORMATION ON RADON TEST
632	RESULTS OF THE RESIDENTIAL REAL PROPERTY.
633	AN ELECTRONIC COPY OF THE MOST RECENT BROCHURE PUBLISHED BY THE DEPARTMENT OF
634	PUBLIC HEALTH AND ENVIRONMENT IN ACCORDANCE WITH C.R.S. §25-11-114(2)(A) THAT PROVIDES
635	ADVICE ABOUT "RADON AND REAL ESTATE TRANSACTIONS IN COLORADO" IS AVAILABLE AT:
636	HTTPS://CDPHE.COLORADO.GOV/RADON-AND-REAL-ESTATE.

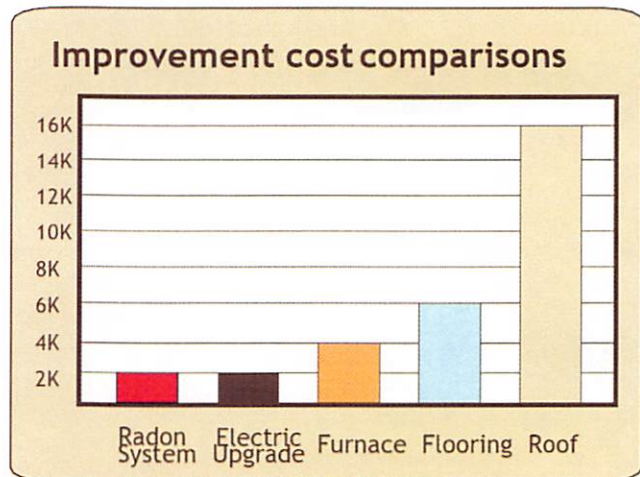
Radon sections of the Contract to Buy and Sell and the Seller's Property Disclosure

O.	RADON If you know of any of the following EVER EXISTING , check the "Yes" column:
1	Radon test(s) conducted on the Property. Include the most recent records and reports pertaining to radon concentrations within the Property.
2	Radon concentrations detected or mitigation or remediation performed. Provide a full description.
3	Radon mitigation system installed on Property. Provide all information known by Seller about the radon mitigation system.

Attachment 3

Radon Levels Can be Fixed

If radon concerns are discovered during the home inspection process, they can be fixed through mitigation. Normal real estate negotiation procedures can be used to resolve the costs associated with radon mitigation.



Testing

Test for Radon During the Inspection Process

At the time of resale, it is important to know what the radon exposure risk could be, independent of how someone else operates or lives in a home. Reliable testing devices and methods exist and are readily available to determine indoor radon levels.

Select Certified and Licensed Radon Contractors

Lists of certified and licensed radon measurement contractors can be found at www.coloradoradon.info under the "testing and mitigating your home" link. Certified contractors have been trained in the proper placement of radon measurement devices and the interpretation of the results. They use high-quality testing devices that can accurately determine the radon risk of the home.

Attachment 3

Follow These Steps to Ensure Your New Home Will Keep Your Family Safe and Healthy for Years to Come

1. Find the house you want to buy.
2. As part of the home inspection process, request a short-term radon test using a certified and licensed radon measurement contractor. Your home inspector may or may not be qualified to conduct radon testing.
3. If the short-term test result is less than 4 pCi/L, the EPA does not recommend any immediate action; however, consider conducting a long-term test (90 days up to a year) after your family moves into the home, as there is still some risk at exposures less than 4 pCi/L.
4. If the short-term test result is 4 pCi/L or higher, consider asking the seller to pay for a mitigation system. The seller is not legally required to pay for mitigation; this is a negotiation between the buyer and seller, just like any other home repair.

You can consider purchasing the property and reducing the radon levels after moving into the home. All homes can be fixed!

5. Once you decide to install a mitigation system in the house, seek bids from certified and licensed mitigation contractors who are willing to guarantee the results to below 4 pCi/L.
6. Use bids from certified and licensed contractors as a basis for negotiations with the seller.
7. If the seller is willing to pay for a mitigation system, work with your real estate professional to determine the best way to obtain the funding from the seller and have the system installed by a certified and licensed contractor after taking possession of the property. This will help to ensure that you are happy with the system design.

Attachment 3

Testing Types, Purpose, and Conditions	
Potential for Radon Exposure ● Short-term test, typically 2-5 days. ● Conduct test under closed-house conditions 12 hours prior to start test and throughout the test. ● Test lowest potentially livable level of home, even if it is unfinished. ● Commonly used at time of resale.	Risk of Exposure Living in Home ● Long-term test, typically 91 days up to 1 year. ● Conduct test under normal day-to-day living conditions ● Test lowest potentially livable level of home, even if it is unfinished. ● Commonly used outside of a real estate transaction or as a basis of escrow fund release.

If You Love the House, Buy it

Buyers should not be reluctant to buy a home with elevated radon levels. They should take action to reduce radon after they move in. If the radon test results show a potential radon concern, consider doing a long-term test after you move in and before you install a radon mitigation system.

The amount of radon exposure you have depends on where you spend your time. Doing a long-term test after you move in allows you to control the test conditions to better measure your actual radon exposure. If needed, you can then decide with your certified and licensed contractor about the need for mitigation. A long-term test should be placed for a minimum of 91 days up to 1 year after you move into the home.

Attachment 3

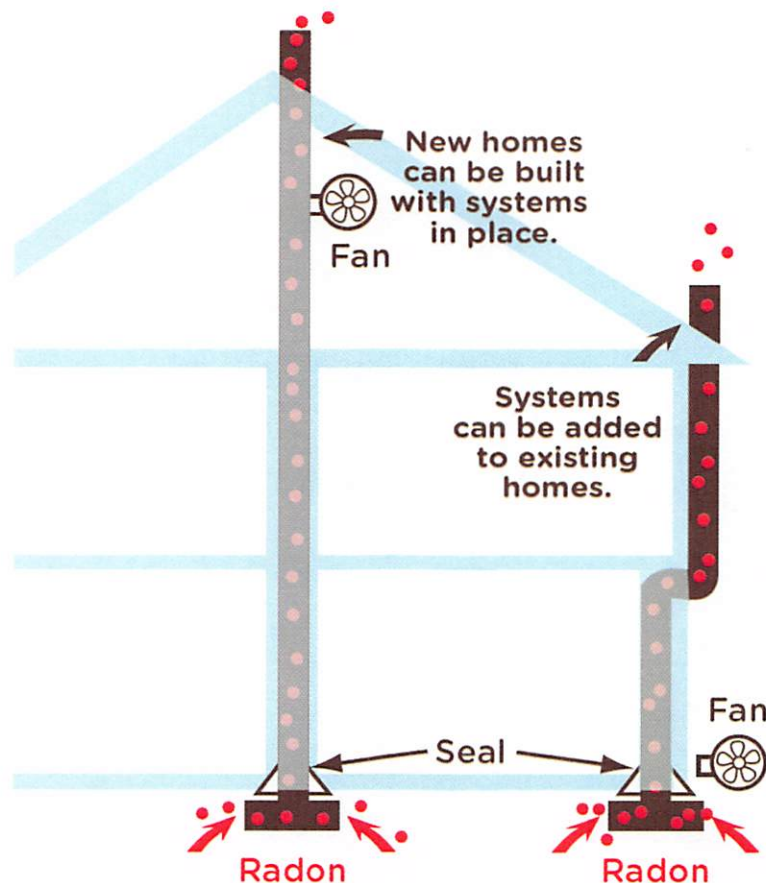
Mitigation

Reducing Radon is Easy and Inexpensive

Considerable research has been conducted by educational institutions and private industries in Colorado and elsewhere that provides evidence-based practices for mitigating radon in homes, schools, and commercial buildings. The techniques are straightforward and reliable.

However, mitigation requires more than trying to seal openings in the foundation. In fact, caulking and sealing of foundation openings, on its own, has proven NOT to be a suitable method for reducing radon levels.

Mitigation should be done by a certified and licensed contractor who will install the system according to Radon Mitigation Standards and local building codes. A list of certified and licensed radon mitigation contractors is available at www.coloradoradon.info.



Mitigation Systems Attachment 3

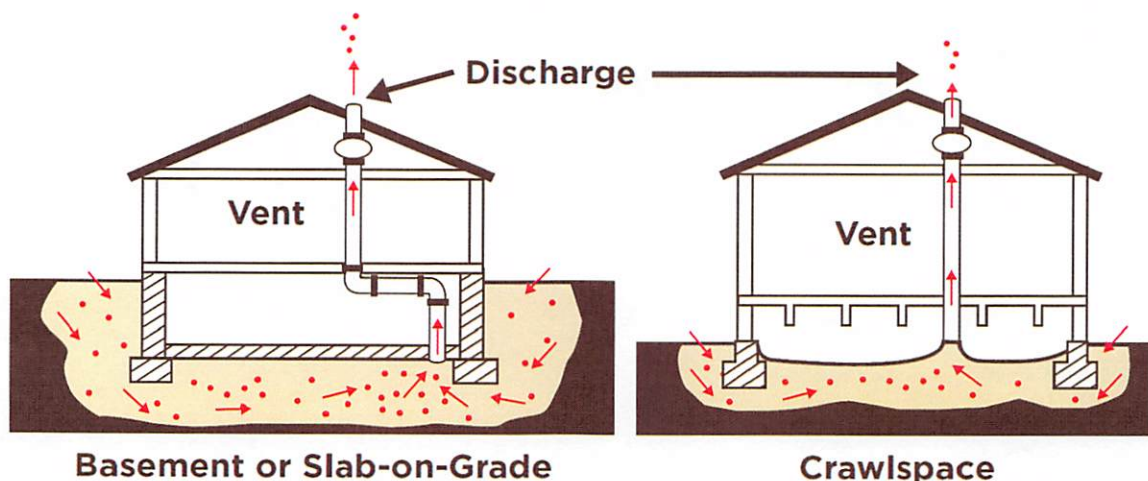
Radon systems are designed and installed based on the construction of a home, not on the existing radon levels. Radon is mitigated when a system is installed that pulls radon-laden soil gas from underneath the foundation or crawl space and exhausts it outside of the building, far enough away from windows and other openings that it will not re-enter the home.

A mitigation system usually consists of plastic pipe connected to an air pocket surrounded by the soil, either through a hole in the slab, via a sump lid connection, in a perimeter drain, or from beneath a plastic sheet in a crawl space. A quiet, continuously operating fan is attached to the pipe and discharges the radon outdoors.

A home with more than one foundation can present challenges to collecting the soil gas from under all portions of the building. However, qualified mitigation contractors typically can connect multiple systems together so that only one fan is required.

Crawl Space Systems

For crawl space mitigation systems, contractors need to lay perforated pipe, install plastic sheeting over the piping, seal it to the walls, and then route the piping to the fan. These systems can be more costly; however, the added benefit of reducing moisture in the crawlspace, in addition to reducing radon, can be a significant benefit.



Attachment 3

Costs

It's best to get involved in how the radon mitigation system will be installed if you will be the future occupant of the property. Costs depend on the amount of effort it takes the contractor to conceal the system and maintain the visual appeal of the home. Although a system routed up the outside of the building will reduce radon quite well, it may not be as visually appealing as one that is routed through the interior of the home.

Average U.S. installation cost: \$1,500
Average operating cost in Colorado: \$3/month
Expected life span of fan: 8-10 years
Fan replacement cost: \$145-\$300
Periodic maintenance: Test every 2 years

Key Elements of Mitigation Systems

The U.S. EPA recommends standards for radon mitigation systems. Your qualified contractor should understand and follow these standards: standards.aarst.org

1. The discharge point of the system must:
 - Be at least 10 feet above grade;
 - Be at least 10 feet away or 2 feet above any opening to the interior of the home; AND
 - Terminate above the eave of the roof.
2. System fans should not be located inside a home, building, or in a crawlspace. They can be in an attic, on the outside of the house, or in the garage (provided there is no living space above the garage).

Attachment 3

3. There should be a gauge (manometer) located in a prominent location (inside the home) that will easily show the occupant that the system is functioning properly.
4. Power to the fan should be run in accordance with local electric codes, including permits where required.
5. All portions of the system should be labeled and a simple instruction manual, with warranties, provided to the homeowner.
6. All homes with mitigation systems should be retested no sooner than 24 hours (no later than 30 days) after installation to verify radon mitigation is working and has lowered radon levels to below 4 pCi/L. The home should be retested every two years to make sure the mitigation system is operating properly.
7. If purchasing a home or building with an existing radon mitigation system, it should be tested prior to purchase and every two years to confirm it's working properly.

Attachment 3

Select Certified and Licensed Radon Mitigation Contractors

Lists of these individuals can be found at www.coloradoradon.info under the "testing and mitigating your home" link.

In addition to contractor selection, homeowners should always:

1. Ask for references.
2. Get several bids, as with any home repair.
3. Require proof of certification and licensure or verify these credentials independently.
4. Ask for proof of liability insurance, being bonded, and having all necessary licenses to satisfy local requirements.
5. Ask for a clear contract with a guarantee below 4 pCi/L and a warranty.

Attachment 3

Radon in New Builds

Ask for A Radon Mitigation System In New Homes

A considerable number of Colorado homebuilders routinely put mitigation systems in homes during the building process. In many locations in Colorado, local building codes require that a radon system be installed in all new homes. Check with your local building department. In areas where it is not a building code requirement, it may be offered as an additional option by the builder.

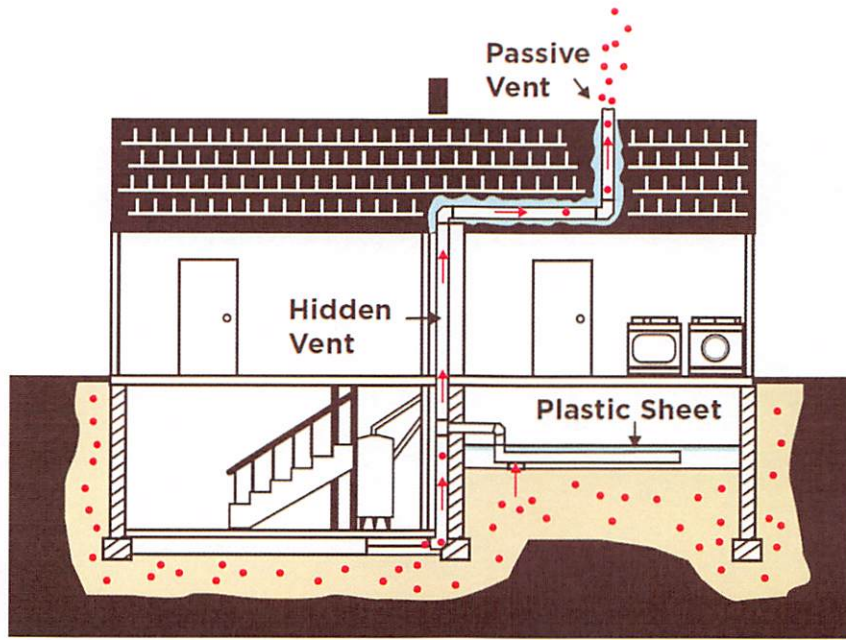
If you're building a new home:

- Ask your builder to install a radon system during construction.
- Test the home or building after completion to ensure it reduces the radon levels below 4 pCi/l.

Installing a system while a house or building is being constructed can be advantageous because:

- The piping can be easily concealed.
- The vent pipe can exit the roof and appear as a normal roof penetration.
- The subgrade can be prepared to collect radon easily. Multiple foundations (such as in a basement and a crawl space) can be hooked up to a single vent, which also can be concealed in walls.
- When done correctly, the system often works passively, without the need of a fan. (A contractor will route the system vent pipe in such a manner that after the home is tested, if the radon levels are not acceptable, a fan can easily be installed on the vent pipe within the attic to make the system more effective.)

Attachment 3



Radon in Water

Radon from Groundwater Is a Low Risk

Radon can dissolve in the groundwater and be released into the air of a home when it is used for showers, laundry, and other purposes. Radon in water is not widespread and is primarily an issue with homes whose water supplies are from private wells that use groundwater.

The major concern is not with drinking the water, but rather the increased amount of radon added into the indoor air in addition to radon coming from the soil. Normal radon-in-air tests will measure this contribution if the house is occupied during testing. It takes a lot of radon in the water to have a measurable effect on indoor radon concentrations. As a rule, it takes 10,000 pCi/L in the water to add 1 pCi/L of radon to the air in the home. Always test the air first before testing or becoming concerned about radon in the water.

Radon in water test kits may be purchased online or at most home improvement stores. Find a list of contractors who mitigate radon in water, refer to www.coloradoradon.info.

Attachment 3

Find Out More

Additional Information About Radon Is Available at:

- Colorado Department of Public Health and Environment:
www.coloradoradon.info
- United States Environmental Protection Agency:
www.epa.gov/radon
- Your local health department:
cdphe.colorado.gov/public-information/find-your-local-public-health-agency

Attachment 3



COLORADO

**Hazardous Materials
& Waste Management Division**

Department of Public Health & Environment

4300 Cherry Creek Drive South
Denver, CO 80246-1530
1-800-846-3986

www.coloradoradon.info

Attachment 5

The printed portions of this form except differentiated additions, have been approved by the Colorado Real Estate Commission. (LP46-6-21)
(Mandatory 1-22)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

LEAD-BASED PAINT DISCLOSURE (Rentals)

Attachment to Residential Lease or Rental Agreement for the Premises known as:

Street Address City State Zip

WARNING! LEAD FROM PAINT, DUST, AND SOIL CAN BE DANGEROUS IF NOT MANAGED PROPERLY.

Penalties for failure to comply with Federal Lead-Based Paint Disclosure Laws include treble (3 times) damages, attorney fees, costs, and a base penalty up to \$10,000 (plus adjustment for inflation) for each violation.

Disclosure for Target Housing Rentals and Leases Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

Landlord's Disclosure to Tenant and Real Estate Licensee(s) and Acknowledgment

- Landlord acknowledges that Landlord has been informed of Landlord's obligations. Landlord is aware that Landlord must retain a copy of this disclosure for not less than three years from the commencement of the leasing period.
- Presence of lead-based paint and/or lead-based paint hazards (check one box below):
☐ Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
☐ Landlord has knowledge of lead-based paint and/or lead-based paint hazards are present in the housing (explain):

- Records and reports available to Landlord (check one box below):
☐ Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.
☐ Landlord has provided Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

Tenant's Acknowledgment

- Tenant has read the Lead Warning Statement above and understands its contents.
- Tenant has received copies of all information, including any records and reports listed by Landlord above.
- Tenant has received the pamphlet "Protect Your Family From Lead in Your Home."

Real Estate Licensee's Acknowledgment

Each real estate licensee signing below acknowledges receipt of the above Landlord's Disclosure, has informed Landlord of Landlord's obligations and is aware of licensee's responsibility to ensure compliance.

Certification of Accuracy

Attachment 5

I certify that the statements I have made are accurate to the best of my knowledge.

Landlord	Date
----------	------

Tenant	Date
--------	------

Landlord	Date
----------	------

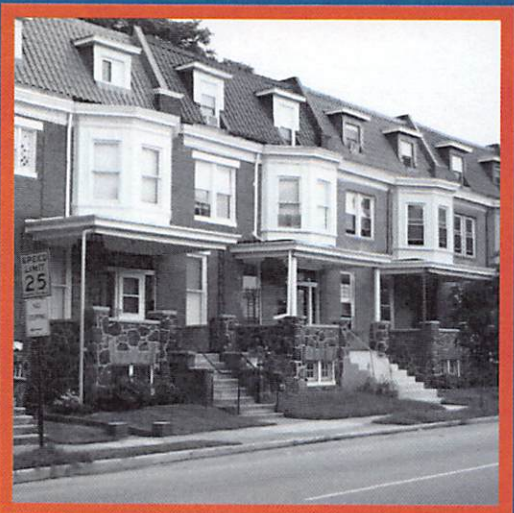
Tenant	Date
--------	------

Real Estate Licensee (Listing)	Date
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Real Estate Licensee (Leasing)	Date
--------------------------------	------



Protect Your Family From Lead in Your Home



United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

Attachment 6

Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint or lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



Attachment 6

Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at [epa.gov/lead](https://www.epa.gov/lead).
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

Attachment 6

Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Women of childbearing age should know that lead is dangerous to a developing fetus.

- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

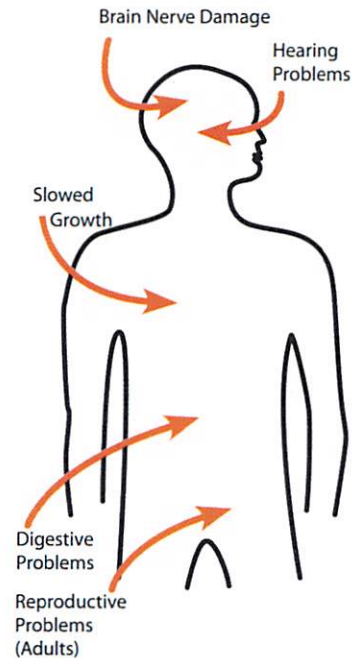
Attachment 6

Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

Attachment 6

Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.

Attachment 6

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.¹

Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.²

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at [epa.gov/lead](https://www.epa.gov/lead).

¹ "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm²), or more than 0.5% by weight.

² "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

Attachment 6

Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorated lead-based paint (peeling, chipping, chalking, cracking, or damaged paint) is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 10 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors
- 100 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

Attachment 6

Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
 - Portable x-ray fluorescence (XRF) machine
 - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
 - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
 - Sample dust near painted surfaces and sample bare soil in the yard
 - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

Attachment 6

Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit [epa.gov/lead](https://www.epa.gov/lead), or call **1-800-424-LEAD (5323)** for a list of contacts in your area.³

³ Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

Attachment 6

What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

Attachment 6

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.



- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.

Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement contractor. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Attachment 6

Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 10 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors
- 100 $\mu\text{g}/\text{ft}^2$ for interior windows sills
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs

Abatements are designed to permanently eliminate lead-based paint hazards. However, lead dust can be reintroduced into an abated area.

- Use a HEPA vacuum on all furniture and other items returned to the area, to reduce the potential for reintroducing lead dust.
- Regularly clean floors, window sills, troughs, and other hard surfaces with a damp cloth or sponge and a general all-purpose cleaner.

Please see page 9 for more information on steps you can take to protect your home after the abatement. For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 15 and 16), [epa.gov/lead](https://www.epa.gov/lead), or call 1-800-424-LEAD.

Attachment 6

Renovating, Repairing or Painting a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
 - Open-flame burning or torching
 - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
 - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit [epa.gov/getleadsafe](https://www.epa.gov/getleadsafe), or read *The Lead-Safe Certified Guide to Renovate Right*.

Attachment 6

Other Sources of Lead

Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800 424-LEAD.*

Call your local health department or water company to find out about testing your water, or visit [epa.gov/safewater](https://www.epa.gov/safewater) for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

* Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

Attachment 6

Other Sources of Lead, continued

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.⁴
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

⁴ In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

Attachment 6

For More Information

The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call **1-800-424-LEAD (5323)**.

EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/safewater for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

Attachment 6

U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 906-6809

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (LL-17J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 353-3808

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
Lenexa, KS 66219
(800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10 (20-C04)
Air and Toxics Enforcement Section
1200 Sixth Avenue, Suite 155
Seattle, WA 98101
(206) 553-1200

Attachment 6

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC

4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
[cpsc.gov](https://www.cpsc.gov) or [saferproducts.gov](https://www.saferproducts.gov)

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact to Office of Lead Hazard Control and Healthy Homes for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD

451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
[hud.gov/lead](https://www.hud.gov/lead)

This document is in the public domain. It may be produced by an individual or organization without permission. Information provided in this booklet is based upon current scientific and technical understanding of the issues presented and is reflective of the jurisdictional boundaries established by the statutes governing the co-authoring agencies. Following the advice given will not necessarily provide complete protection in all situations or against all health hazards that can be caused by lead exposure.

U. S. EPA Washington DC 20460
U. S. CPSC Bethesda MD 20814
U. S. HUD Washington DC 20410

EPA-747-K-12-001
March 2021

Attachment 6

IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).



Tuesday, August 5, 2026

Dear Doctors,

I am writing to express the Norwood Board of Trustees unwavering support for District Chief John Bockrath and to recognize the extraordinary impact he has had on emergency medical care throughout our rural region.

Chief Bockrath's career has been defined by selfless service, exceptional leadership, and an unwavering commitment to the health and safety of the citizens he serves. Throughout his tenure with the Norwood Fire Protection District, he has consistently demonstrated that emergency medicine in a rural community is about far more than responding to 911 calls—it is about building relationships, solving problems before they become emergencies, and ensuring that every resident has access to compassionate, high-quality care regardless of distance or circumstance.

The challenges of rural emergency medicine are unlike those found in urban settings. Geographic isolation, limited healthcare resources, extended transport times, and workforce shortages require leaders who are innovative, adaptable, and deeply committed to their communities. Chief Bockrath has embraced these challenges with remarkable vision.

Under Chief Bockrath's leadership, the Norwood Fire Protection District has developed and supported a model of Community Paramedicine that extends well beyond traditional emergency response and, in many respects, exceeds the expectations established by state standards. His commitment to proactive patient care, post-discharge follow-up, wellness checks, chronic disease management, and collaboration with regional healthcare partners has improved patient outcomes while reducing unnecessary strain on emergency departments and ambulance resources.

Beyond the measurable improvements in healthcare delivery, Chief Bockrath has irrefutably enhanced the quality of life throughout our region. His vision for community-based care has made it possible for many of our older residents to age in place with grace, dignity, and a greater sense of security, knowing they have compassionate professionals looking after their well-being. Through his leadership, countless individuals have remained healthier, more independent, and better connected to the care they need, allowing them to continue living in the communities they have called home for generations. His work has not only saved lives—it has enriched them.

His work has never been motivated by recognition or personal achievement. Rather, it has been driven by a genuine belief that every person—regardless of where they live—deserves access to compassionate, competent, and timely medical care.



PO Box 528; 1670 Naturita St, Norwood, CO 81423

Phone: 970-327-4288 - Fax: 970-327-0451; www.norwoodtown.com

Chief Bockrath has devoted countless hours beyond what his position has required. He has mentored new EMTs and paramedics, strengthened regional partnerships, advocated for improvements in rural EMS, and fostered a culture of professionalism, accountability, and compassion within his department. His leadership has elevated not only the Norwood Fire Protection District but has positively influenced emergency medical services across the greater West End region.

Those of us who have had the privilege of working alongside John have witnessed firsthand his calm demeanor during crisis, his thoughtful decision-making, and his unwavering dedication to both patients and providers. He leads with humility, integrity, and an authentic concern for the well-being of those around him.

In rural Colorado, where access to healthcare can often mean the difference between life and death, leaders like Chief Bockrath are indispensable. His contributions cannot be measured solely by calls answered or miles traveled, but by the lives improved, families comforted, providers inspired, and communities strengthened through his service.

It is our sincere hope that his years of dedication, his commitment to advancing rural emergency medicine, and his remarkable contributions to Community Paramedicine are recognized and valued. Our community—and indeed our entire region—is stronger because of his leadership.

Thank you for your continued partnership in supporting rural emergency medical services and for taking the time to consider this letter of support.

Respectfully,

Candy Meehan

Candy A Meehan, Mayor

Town of Norwood

PO Box 528

1670 Naturita Street

Norwood, Colorado 81423

meehan@norwoodtown.com

www.norwoodtown.com

C – 970.729.1234





DRAFT Raw Water Board Rules and Procedures

Article I – Purpose

The purpose of the Raw Water Board ("Board") is to provide oversight, guidance, and recommendations regarding the management, operation, maintenance, protection, and future planning of the Town's raw water resources and related infrastructure. The Board serves in an advisory capacity to the governing body unless otherwise authorized by ordinance or resolution.

Article II – Membership

Section 1. Composition

The Board shall consist of the 6 members of the Norwood Water Commission Board.

Membership shall include:

- **(3) Voting Members:** Individuals who reside within the Town limits and are stakeholders directly served by the raw water system.
- **(3) Non-Voting Members:** Individuals who reside outside Town limits and are not served by the raw water system.

Section 2. Voting Members

Voting members shall:

- Be residents of the Town and served by the raw water system.
- Be entitled to make motions, second motions, participate in discussions, and vote on all matters before the Board.
- Count toward establishing a quorum.

Section 3. Non-Voting Members

Non-voting members shall:

- Reside outside of Town limits and are not served by the raw water system.
- Participate fully in discussions, committees, and advisory activities.
- Be permitted to make recommendations and provide input during meetings.
- Not make motions, second motions, vote, or be counted toward a quorum.



Article III – Officers

The Board shall annually elect from among its voting members:

- Chair
- Vice Chair

Officer elections shall occur at the first regular meeting of each calendar year.

Duties

Chair

- Presides over meetings.
- Approves agendas.
- Serves as liaison to the Town Board and staff.

Vice Chair

- Performs the duties of the Chair in the Chair's absence.

Article IV – Meetings

Section 1. Regular Meetings

The Board shall meet twice (2) annually (March and October)

Section 2. Special Meetings

Special meetings may be called by the Chair or by a majority of voting members.

Section 3. Public Meetings

All meetings shall comply with applicable Colorado Open Meetings Law requirements.

Section 4. Attendance

Any member absent from three consecutive regular meetings without good cause may be recommended for removal.



Article V – Quorum and Voting

Section 1. Quorum

A quorum shall consist of a majority of the voting members.

Non-voting members shall not be counted toward a quorum.

Section 2. Voting

Each voting member shall have one vote.

Board actions shall require a majority vote of the voting members present unless otherwise required by law.

Section 3. Tie Votes

A motion resulting in a tie vote shall fail.

Article VI – Duties and Responsibilities

The Board shall:

- Review raw water system operations and maintenance issues.
- Evaluate water availability, storage, and delivery concerns.
- Recommend capital improvements and infrastructure priorities.
- Review policies affecting raw water users.
- Provide recommendations regarding rates, fees, and assessments when requested.
- Assist with long-term planning and water resource management.
- Promote communication between the Town and raw water users.

Article VII – Conflict of Interest

Members shall disclose any actual or potential conflicts of interest regarding matters before the Board.

Any member with a conflict of interest shall comply with applicable state law and Town policies regarding participation and voting.

Article VIII – Removal

Members may be removed by the Town Board of Trustees for:



- Excessive absences.
- Misconduct.
- Failure to comply with Board rules.
- Conduct detrimental to the Board's purpose.

Members shall be provided with notice and an opportunity to be heard before removal.

Article IX – Amendments

These rules may be amended by recommendation of the Raw Water Board and approval of the Town Board of Trustees.

Amendments require a majority vote of the voting members of the Board and final approval by the Town Board of Trustees.



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TOWN MANAGER REPORT – AUGUST 2026

STAFF

- Weekly staff meetings
- Monthly board meetings

OPERATIONS

- Reconciliations
- Customer and office support
- New hire deputy admin
- HUFT annual report
- EPA (CDS) Grant Submission with Catherine SGM
- Grant reimbursements
- Business directory on website
- Agenda/Supporting Documents
- TON/NWC Audit follow up
- Process Payroll
- LUC check in meeting with KLJ
- Pocket Park addressed
- UT Byway meeting
- Press release NSD rate increase
- DarkSky code adoption noticed
- Reduced speed limit noticed
- Pedestrian crosswalk signage notice (already damaged)
- LOS to SMC for the CPW Regional Partnership Initiative
- Pocket Park internet install
- ColoTrust check in with Brett
- Public complaint follow up
- Scoping and Field Visit with CDOT (Guardrail Improvements)
- Reviewed draft code assessment from KLJ
- Ordered speed limit signs
- Set up sub account in ColoTrust
- SGM waterline design review
- NWC seat advertising
- Toilet tablet advertising

TRAINING

- Drought Webinar with Colorado Water Trust
- Caselle Webinar – Accounts Receivable

PUBLIC OUTREACH

- 4th of July Ice Cream Social

Correspondence:

1. TON
 - a. Email to SMSD, NFPD and NWC asking for a joint meeting to discuss emergency readiness and response for Wrights Mesa
 - b. Continuing communication with State Land Board – On hold
 - c. USDA / NRCS regarding PL566 process – On hold
 - d. Email with UMC discussing emergency area center being proposed for Montrose County
 - e. P&Z Submissions
 - f. LOS for Chief John Bockrath
 - g. NCC Splash Pad Shade
 - h. Speeding / Safety concern regarding PrimeTime
 - i. Complaints
2. NPS
 - a. Project Updates
3. Grant / Funding Submissions
 - a. Waiting for results of grant submissions
4. WMWC
 - a. Preparing for PL566 inquiry with the USDA / NRCS
 - b. Preparing to work with core group to explore opportunities to secure portion of SLB property
 - c. Ongoing work on technical assistance grant opportunity with BHI and the CWCB to continue work with stakeholders as focus is not on PL566 funds and SRF opportunities
5. CML
 - a. Policy and Meeting information
 - b. Housing Committee Meeting
6. CO Office of Just Transition
 - a. Policy and Meeting information

Meetings:

1. TON
 - a. Preparing for work session with NWC and SMWCD
 - b. Laflamme Property Update
 - c. Complaints
2. NWC
 - a. Meeting with BHI
 - b. Writing Commissioners Handbook First 1
3. CML
 - a. Housing Committee Meeting
 - b. BAM Committee Meeting
 - c. Creating water agenda with Kiowa
 - d. Special Meeting
4. WMWC
 - a. Funding for NWC and CWCB application
5. BHI
 - a. Funding meetings with NWC and meeting WMWC

6. CO Office of Just Transition
 - a. No update at this time
7. WE Leadership
 - a. Virtual Session
8. SMWCD
 - a. Agendized with TON and prepping to meet
9. SMWC
 - a. Was not able to attend due to WEC
10. DSI
 - a. Reorganizing
11. West End Non Profit Leaders Meeting
 - a. No update at this time
12. CHFA
 - a. No update at this time
13. C20
 - a. Membership Meeting
 - b. Summer Meeting
14. CAWA
 - a. No update at this time

Education:

1. CML – Webinar and Readings
2. HKS – Webinars
3. WEP – Virtual Session
 1. Mentor Session with Chris Treece
 2. Cohort recap from Steamboat Springs
4. DATS MSHA / OSHA Training

Administrative Requests:

1. NPS Updates
 - a. Construction
2. CDOT Updates
 - a. CDOT Safer Sidewalks to School
 - b. CDOT Pocket Park
3. 2026 Update on LUC and MP
4. 2026 Building Department development – Decision about CAA
5. 2026 Property annexations – On Hold
6. 2026 Plan for quarterly community meetings with stakeholders – On Hold
7. 2026 Home Rule Consideration, Opportunities and Obstacles / Planning – On Hold
8. 2026 Schedule recurring work sessions for the first Tuesday of each month- On Hold