



## **BOARD OF TRUSTEES**

**Thursday, October 28, 2021 at 5:00 PM**

Palmer Lake Elementary School Library, Upper Glenway

**\* In-person only \***

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### **AGENDA**

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*This agenda is subject to revision 24 hours prior to commencement of the meeting.*

#### **Call to Order**

#### **Pledge of Allegiance**

#### **Roll Call**

#### **Consent Agenda**

*Items under the consent agenda may be acted upon by one motion. If, in the judgment of a board member, a consent agenda item requires discussion, the item can be placed on the regular agenda for discussion and/or action.*

- [1.](#) Minutes from October 14, 2021 Meeting
- [2.](#) Financials (September)
3. Checks Over \$15,000 - Bradley Excavating (\$47,005.20); Hydro Resources Rocky Mtn (\$269,458.00); Wells & West (\$72,128.71)

#### **Staff/Department Reports**

4. Attorney
5. Administrator/Clerk

#### **Public Comment**

*Public comments are encouraged to be emailed to the Town office at [info@palmerlake.org](mailto:info@palmerlake.org) with subject line of Public Comment (48 hour prior to meeting) and shall be announced, distributed, and addressed at the meeting. Otherwise, please step to the microphone, state your name and address for the record and address the Board on matters not on the agenda. Please note that the Board will not take action on your concern but may refer it to staff and/or to a future meeting agenda. Public members are allowed up to 3 minutes for comments. Thank you!*

**Public Hearing**

- [6.](#) PUBLIC HEARING & Resolution 52-2021 to Approve Request to Replat 717 Westward Ln (ERock LLP)

**Business Items**

- [7.](#) Special Event - 1st Annual Palmer Lake Hockey Classic (Jan-6-2022)
8. Update - Elite Crane Relocation
- [9.](#) Ordinance 11-2021 to Amend Code Relating to Developer Warranty (2-year)
- [10.](#) Resolution 53-2021 to Communicate and Promote Town Mission Statement
- [11.](#) Consideration to Participate in Colorado Opioid Settlement - MOU
- [12.](#) Ordinance to Grant Renewal of Black Hills Franchise Agreement - Schedule 2 Readings
- [13.](#) Set Hearing for Review of Business License - Bach Crawlers
- [14.](#) Review/Direction for Code Relating to Short Term Rental
15. Update - 2022 Draft Budget

**Board Reports****Next Meeting (Special Budget Meeting 11/4 and Regular Meeting 11/18) and Future Items****Adjourn**

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**Americans with Disabilities Act**

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Reasonable accommodations for persons with a disability will be made upon request. Please notify the Town of Palmer Lake (at 719-481-2953) at least 48 hours in advance. The Town of Palmer Lake will make every effort to accommodate the needs of the public.



## BOARD OF TRUSTEES

Thursday, October 14, 2021 at 5:30 PM

Tri-Lakes Chamber House, 300 Hwy 105, Monument

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### MINUTES

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**Call to Order.** Mayor Bass called the meeting to order at 5:30 PM.

#### **Pledge of Allegiance**

**Roll Call.** All Trustees present – Mayor Bill Bass, Darin Dawson, Glant Havenar, Jessica Farr, Karen Stuth, Nicole Currier, Sam Padgett.

#### **Introduction**

1. New Business - Sasquatch Carpet Cleaning (Mr. Charles Sewell). Owner was unable to attend and will plan for another meeting.

#### **Consent Agenda**

MOTION (Havenar, Farr) to approve consent items including 2) Minutes from September 23, 2021 Meeting; 3) Checks over \$15,000 - LN Curtis and Sons (\$15,365); Bradley Excavating (\$22,915); Hydro Resources Rocky Mtn (\$29,776.50) and 4) Quote for Glenside Road Repair. Roll call vote – aye (7); nay (0). Motion passed.

#### **Staff/Department Reports**

5. Water. Supervisor Steve Orcutt introduced new Water Technician Charles Roubidoux. Mayor Bass also presented a certificate of appreciation to Steve for his years of service to the Town. Water Operator Jeremie Dunda was also recognized for his years of service.

6. Public Works including Roads & Park Maintenance. Collins added that the Glenside road repair/repave is scheduled for the next couple weeks.

7. Police. Collins commended Chief Vanderpool and Chief McCarthy for their leadership and successful communication completing the Oct-2nd evacuation drill.

8. Fire. Chief McCarthy added a thank you for the successful car show fundraising event as well as a donated new Fire Department sign. Trustee Currier inquired about the evacuation route and Chief stated that is still a work in progress to modify it appropriately from the drill.

9. Administration

10. Attorney

11. Administrator/Clerk. Collins provided a project update on the ramp awaiting rails, the Town Hall start of replacing trusses, an update on Elite Cranes being off the Diacut property by the extended deadline of Oct-31, status of RFP inquiries for the Master Plan and applications for the advisory team and seeking additional Parks maintenance personnel. Collins turned to Bob Radosevich for an update on the elephant rock property and to Trustee Havenar on the time capsule. Radosevich stated the mattresses are donated, the water lines blown out for winter and system shutdown. Havenar explained the items being collected and work with Mr. Jack Anthony to plan the assembly of the time capsule for the Town Hall for placement on Thanksgiving weekend. Ideas were invited from Board members.

**Public Comment.** None made.

### **Business Items**

12. Review/Determine Business License Renewal for Bach Crawlers. Mayor Bass stated this item may be rescheduled.

13. Ordinance 10-2021 to Amend Ch. 8 Relating to Fire Restriction. Background mentioned of the slight modification of recreational fire in stage 1 restriction. MOTION (Havenar, Stuth) to approve Ordinance 10-2021 relating to fire restriction. Roll call vote – aye (7); nay (0). Motion passed.

14. Resolution 50-2021 to Approve an IGA with Town of Monument for Emergency Interconnect & Cost of Interconnect Design. Collins stated that the drafted IGA was reviewed with the Town of Monument as originally presented to the Board in executive session and following legal review is requesting approval to move forward with the interconnect design to be completed. MOTION (Currier, Stuth) to approve the design completion and the IGA for an emergency water interconnect with the Town of Monument contingent upon the Town's approval. Roll call vote – aye (7); nay (0). Motion passed.

15. Resolution 51-2021 to Approve Policy on Use of Equipment with Addendum for Distracted Driving. MOTION (Farr, Padgett) to approve Resolution 51-2021 to adopt a policy for Use of Town Equipment and Distracted Driving. Roll call vote – aye (7); nay (0). Motion passed.

16. Direction for Residential Well Metering and Over Use Fee. Discussion took place about the 100-year versus the 300-year formula for household water use as well as the procedure and cost to install meters. It was agreed to bring this item back with the attendance of GMS Consultant, David Frisch, to address additional questions.

17. Discussion/Direction on Short Term Rental. Trustee Farr recused herself from the discussion of this item and exited the room. Discussion took place about criteria and the need to have something in place to collect data on what exists in the town relating to both owner-occupied and non-owner-occupied rentals. Trustee Stuth suggested placing a cap by percentage of rentals to dwellings in the town. Discussion took place how to limit non-owner-occupied rentals – by quantity or distance from another. It was also directed to amend the lodging fee to a percentage of the cost. Staff will draft a first version of the criteria/code.

18. Update: ISO Analysis. For information, the classification of the town remains at 4.0 and Chief McCarthy stated he is working diligently to move to 3.0.

19. Recap of Water Account Issues. Collins stated the list of issues is still being worked on, approximately 50 accounts getting addressed and will come back to the Board.

20. Updates/Feedback for Draft 2022 Budget. Discussion took place about the modified revenue amount for property tax, as well as a review of the contingency amount, including funds for the Town Hall updates and consultant for the Master Plan update, as these projects anticipate grant funds, but there is not a guarantee of receiving grants. Discussion and modification on the 2022 draft budget will continue until the public hearing presenting a final budget.

**Board Reports.** Trustee Stuth reviewed the status of the community survey.

**Next Meeting (October 28 at PLES Library) and Future Items**

**Convene to Executive Session.** MOTION (Currier, Padgett) to convene to executive session at 7:13 PM. Attorney Krob continued - for the purpose of C.R.S. 24-6-402(4)(e) Determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators (possible annexation). Roll call vote – aye (7); nay (0). Motion passed.

**Reconvene to Open Session.** MOTION (Currier, Padgett) to reconvene at 7:32 PM. Roll call vote – aye (7); nay (0). Motion passed.

**Adjourn.** MOTION (Havenar, Currier) to adjourn at 7:33 PM. Motion passed.

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William Bass, Mayor

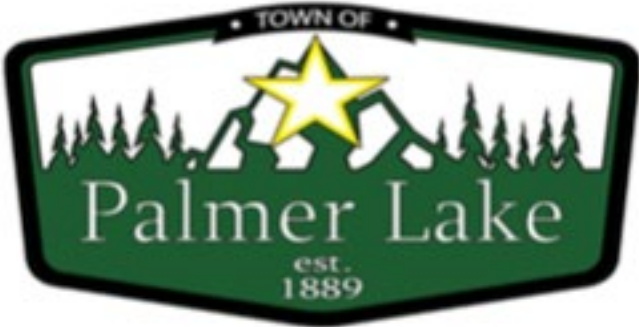
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Dawn A. Collins, Town Administrator/Clerk

**TOWN OF PALMER LAKE**  
**Financial Statements**  
**September 2021**  
**Unaudited**



# CASH POSITION

September 30, 2021



## TOWN OF PALMER LAKE

### Schedule of Cash Position

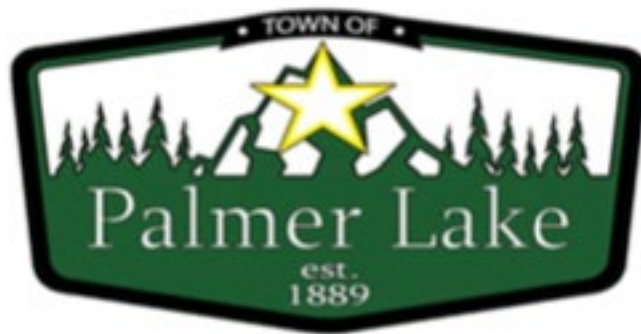
September 30, 2021

UNAUDITED

<u>FINANCIAL INSTITUTION</u>	<u>RATE</u>	<u>FUNDS</u>
CoBank - General Operating	n/a	\$ 1,757,079
CoBank - Water Operating	n/a	\$ 908,900
ColoTrust - General Fund	0.02%	\$ 976,904
ColoTrust - Water Reserve	0.02%	\$ 177,304
ColoTrust - Water Loan Reserve	0.02%	\$ 197,486
ColoTrust - Pedestrian Bridge	0.02%	\$ 7
ColoTrust - Fire Fund	0.02%	\$ 105,450
ColoTrust - CTF Reserves	0.02%	\$ 27,093
<b>Total - Cash Accounts</b>		<b>\$4,150,222</b>

# GENERAL FUND

September 2021



# TOWN OF PALMER LAKE

## GENERAL FUND

Budget Status Report - GAAP Basis  
For the Nine Months Ending September 30, 2021

Item 2.

Unaudited

		2021	YTD	Variance	Percent
		Budget	Actual	Favorable (Unfavorable)	of Budget (YTD 75%)
<b>Account Number</b>	<b>REVENUE</b>				
10-10-2110-000	General Property Tax	\$ 431,070	\$ 428,915	\$ (2,155)	100%
10-10-2112-000	Fire Mill Levy Property Tax	383,582	380,359	(3,223)	99%
10-10-2120-000	Specific Own Tax Auto / Use Tax Motor Vehicle	95,000	97,691	2,691	103%
10-10-2124-000	Use Tax Building Materials	50,000	31,377	(18,623)	63%
10-10-2126-000	Highway Users Tax Fund	89,605	80,698	(8,907)	90%
10-10-2130-000	City Sales Tax	600,000	801,181	201,181	134%
10-10-2131-000	Tax- Other	-	7,848	7,848	0%
10-10-2136-000	Fees / Permits / Zoning / Subdivision Fees	40,000	58,457	18,457	146%
10-10-2138-000	Business Licenses Fees	7,000	6,045	(955)	86%
10-10-2142-000	Franchise Tax- IREA	39,000	28,684	(10,316)	74%
10-10-2144-000	Franchise Tax- Black Hills	35,000	25,491	(9,509)	73%
10-10-2146-000	Franchise Tax- Century Link	1,300	864	(436)	66%
10-10-2147-000	Franchise Tax- Comcast/ Other	44,609	28,517	(16,092)	64%
10-10-2150-000	MMJ / Liquor License Fees	6,500	6,566	66	101%
10-10-2152-000	Tobacco Products Tax	18,200	6,276	(11,924)	34%
10-10-2156-000	Hotel Occupancy Tax	30,000	14,097	(15,903)	47%
10-10-2160-000	Land / Building Rents	5,000	7,033	2,033	141%
10-10-2164-000	Court Fines	50,000	74,716	24,716	149%
10-10-2166-000	Town OJW Surcharge	900	-	(900)	0%
10-10-2167-000	State OJW Surcharge	900	-	(900)	0%
10-10-2168-000	Savings / Interest	2,000	466	(1,534)	23%
10-10-2170-000	Miscellaneous Income	1,000	540	(460)	54%
10-10-2172-000	Insurance Income	-	7,269	7,269	0%
10-10-2184-000	Impact Fees / Drainage	5,000	10,027	5,027	201%
10-10-2186-000	FPPA Matching Funds	8,000	-	(8,000)	0%
10-10-2188-000	El Paso Co Road & Bridge	5,500	6,029	529	110%
10-10-2194-000	Library Revenue	12,000	2,304	(9,696)	19%
10-10-2195-000	Police Surcharge	10,000	-	(10,000)	0%
10-10-3685-000	ATL Revenue	24,270	2,500	(21,770)	10%
10-10-2250-003	COVID Employer Tax Credit	-	872	872	0%
10-19-2320-000	Interest- Loan to Water Fund	10,000	5,000	(5,000)	50%
10-19-2322-000	Fund Reserve- ColoTrust	728,539	-	(728,539)	0%
10-10-3621-000	Admin Revenue	-	503	503	0%
10-10-3631-000	Police Revenue	-	-	-	0%
10-10-3680-000	Parks Revenue	-	2,020	2,020	0%
10-19-2322-000	Interest	-	1,137	1,137	0%
	<b>Total Revenue</b>	<b>\$ 2,733,975</b>	<b>\$ 2,123,480</b>	<b>\$ (610,495)</b>	<b>78%</b>
	<b>EXPENDITURES</b>				
	<b>General and Administrative</b>				
	<b>Salaries and Benefits</b>				
10-21-3111-000	Salaries / Wages Regular	\$ 103,330	\$ 84,414	\$ 18,916	82%
10-21-3112-000	Salaries / Wages Temp / Part Time	35,000	41,332	(6,332)	118%
10-21-3115-000	Overtime	1,000	142	858	14%
10-21-3119-000	Employer Taxes	7,925	9,727	(1,802)	123%
10-21-3124-000	Sick Leave	4,100	1,147	2,953	28%
10-21-3125-000	Employee Retirement Benefits	7,200	11,551	(4,351)	160%
10-21-3127-000	Insurance Premiums	6,720	342	6,378	5%
10-21-3131-000	Workers Compensation	6,000	6,743	(743)	112%
	<b>Total Salaries and Benefits</b>	<b>\$ 171,275</b>	<b>\$ 155,396</b>	<b>\$ 15,879</b>	<b>91%</b>
	<b>Professional Services</b>				
10-21-3161-000	Professional Services- Legal	\$ 50,000	\$ 31,721	\$ 18,280	63%
10-21-3162-000	Professional Services- Acctg/Audit	25,000	24,818	182	99%
10-21-3163-000	Professional Services- Other	28,000	28,317	(317)	101%
10-21-3164-000	Professional Services- IT	30,000	13,190	16,810	44%
	<b>Total Professional Services</b>	<b>\$ 133,000</b>	<b>\$ 98,045</b>	<b>\$ 34,955</b>	<b>74%</b>

# TOWN OF PALMER LAKE

## GENERAL FUND

### Budget Status Report - GAAP Basis For the Nine Months Ending September 30, 2021

Item 2.

Unaudited

		2021	YTD	Variance	Percent
		Budget	Actual	(Favorable)	of Budget
				(Unfavorable)	(YTD 75%)
	<u>General Administration</u>				
10-21-3141-000	Employee Clothing	\$ 800	\$ -	\$ 800	0%
10-21-3145-000	Employee/ BOT Training	4,000	836	3,164	21%
10-21-3149-000	Employee/ BOT Travel	2,000	-	2,000	0%
10-21-3151-000	Employee/ BOT Per Diem	2,000	751	1,249	38%
10-21-3153-000	Memberships / Registrations	6,000	6,261	(261)	104%
10-21-3169-000	Bank Fees and Services	600	-	600	0%
10-21-3170-000	State OJW Surcharge	900	-	900	0%
10-21-3211-000	General (Contract) Services	20,000	15,178	4,822	76%
10-21-3223-000	Operating Supplies	20,000	9,095	10,905	45%
10-21-3225-000	Building Maintenance	10,000	881	9,119	9%
10-21-3245-000	Utilities	18,900	10,552	8,348	56%
10-21-3253-000	Postage	2,000	1,172	828	59%
10-21-3275-000	Fuel	500	106	395	21%
10-21-3281-000	Insurance	20,000	22,433	(2,433)	112%
10-21-3291-000	Capital Improvement Bldg	10,000	-	10,000	0%
10-21-3292-000	Capital Improvement Bldg- Other	500,000	98,992	401,008	20%
10-21-3293-000	Capital Equipment	1,000	-	1,000	0%
10-21-3313-000	Equipment Maintenance	1,000	-	1,000	0%
10-21-3333-000	Legal Notices / Recordings	5,000	3,760	1,240	75%
10-21-3338-000	Communication	3,500	2,663	837	76%
10-21-3365-000	Advertising	500	1,743	(1,243)	349%
10-21-3391-000	Misc. Expenses	-	6,702	(6,702)	0%
10-21-3392-000	County Treasurer Fees	10,000	8,104	1,896	81%
10-21-3513-000	Economic Development	2,200	1,020	1,180	46%
	Total General Administration	<b>\$ 640,900</b>	<b>\$ 190,249</b>	<b>\$ 450,651</b>	<b>30%</b>
	<b>Total General Administrative Expenditures</b>	<b>\$ 945,175</b>	<b>\$ 443,691</b>	<b>\$ 501,484</b>	<b>47%</b>
	<u>Operations</u>				
	<u>Police Department Expenditures</u>				
	<u>Salaries and Benefits- Police Department</u>				
10-31-3111-000	Salaries / Wages Regular	\$ 157,564	\$ 116,495	\$ 41,069	74%
10-31-3112-000	Salaries / Wages Temp/Part-time	261,375	192,926	68,449	74%
10-31-3115-000	Overtime	1,000	2,241	(1,241)	224%
10-31-3119-000	Employer Taxes	22,167	18,225	3,942	82%
10-31-3123-000	FPPA	10,335	9,265	1,070	90%
10-31-3124-000	Sick Leave	7,650	190	7,460	2%
10-31-3125-000	Employee Benefits	9,450	5,482	3,968	58%
10-31-3127-000	Insurance Premiums	20	183	(163)	914%
10-31-3131-000	Workers Compensation	18,000	21,375	(3,375)	119%
10-31-3133-000	FPPA Death + Disability	3,620	2,875	745	79%
	Total Salaries and Benefits- Police Department	<b>\$ 491,181</b>	<b>\$ 369,256</b>	<b>\$ 121,925</b>	<b>75%</b>
	<u>Professional Services- Police Department</u>				
10-31-3161-000	Professional Services- Legal	\$ 1,000	\$ 2,000	\$ (1,000)	200%
10-31-3162-000	Professional Services- Acctg/Audit	8,200	6,387	1,813	78%
10-31-3164-000	Professional Services- IT	8,000	6,744	1,256	84%
	Total Professional Services- Police Department	<b>\$ 17,200</b>	<b>\$ 15,131</b>	<b>\$ 2,069</b>	<b>88%</b>
	<u>General Administration- Police Department</u>				
10-31-3141-000	Employee Clothing / Uniform	\$ 7,000	\$ 3,319	\$ 3,681	47%
10-31-3145-000	Employee Training	2,000	1,426	574	71%
10-31-3149-000	Employee Travel	750	251	499	33%
10-31-3151-000	Employee Per Diem	200	-	200	0%
10-31-3153-000	Memberships / Registrations	500	180	320	36%
10-31-3211-000	General (Contract) Services	1,500	8,095	(6,595)	540%
10-31-3223-000	Operating Supplies	4,000	2,147	1,853	54%
10-31-3225-000	Building Maintenance	5,000	4,565	435	91%
10-31-3226-000	Repair / Maintenance Supplies	1,000	-	1,000	0%
10-31-3245-000	Utilities	5,500	4,247	1,253	77%
10-31-3253-000	Postage	120	-	120	0%
10-31-3276-000	Vehicle Loan- Principal	16,418	6,216	10,202	38%

# TOWN OF PALMER LAKE

## GENERAL FUND

Budget Status Report - GAAP Basis  
For the Nine Months Ending September 30, 2021

Item 2.

Unaudited

		2021	YTD	Variance	Percent
		Budget	Actual	Favorable (Unfavorable)	of Budget (YTD 75%)
10-31-3277-000	Vehicle Loan- Interest	2,598	1,821	777	70%
10-31-3271-000	Vehicle Repair / Maint	11,000	5,339	5,661	49%
10-31-3275-000	Fuel	11,000	10,184	816	93%
10-31-3281-000	Insurance	14,000	11,884	2,116	85%
10-31-3293-000	Capital Equipment	5,000	542	4,458	11%
10-31-3313-000	Equipment Maintenance	500	-	500	0%
10-31-3338-000	Communication	7,600	4,583	3,017	60%
10-31-3393-000	Subject Testing	500	-	500	0%
10-31-3523-000	Grants Expense	-	6,501	(6,501)	0%
	Total General Administration- Police Department	<b>\$ 96,186</b>	<b>\$ 71,301</b>	<b>\$ 24,885</b>	<b>74%</b>
	<b>Total Police Department Expenditures</b>	<b>\$ 604,567</b>	<b>\$ 455,689</b>	<b>\$ 148,878</b>	<b>75%</b>
	<b><u>Fire Department Expenditures</u></b>				
	<u>Salaries and Benefits- Fire Department</u>				
10-41-3111-000	Salaries / Wages Regular	\$ 278,600	\$ 199,725	\$ 78,875	72%
10-41-3112-000	Salaries / Wages Temp/Part-time	61,000	52,406	8,594	86%
10-41-3115-000	Overtime	18,000	15,826	2,174	88%
10-41-3119-000	Employer Taxes	6,840	9,221	(2,381)	135%
10-41-3123-000	FPPA	40,000	18,305	21,695	46%
10-41-3124-000	Sick Leave	3,700	-	3,700	0%
10-41-3125-000	Employee Benefits	16,000	16,389	(389)	102%
10-41-3127-000	Insurance Premiums	734	557	177	76%
10-41-3131-000	Workers Compensation	15,000	17,843	(2,843)	119%
10-41-3133-000	FPPA Death + Disability	6,500	5,785	715	89%
	Total Salaries and Benefits- Fire Department	<b>\$ 446,374</b>	<b>\$ 336,058</b>	<b>\$ 110,316</b>	<b>75%</b>
	<u>Professional Services- Fire Department</u>				
10-41-3161-000	Professional Services- Legal	\$ 1,000	\$ 1,000	\$ -	100%
10-41-3162-000	Professional Services- Acctg/Audit	8,200	120	8,080	1%
10-41-3164-000	Professional Services- IT	8,000	9,929	(1,929)	124%
	Total Professional Services- Fire Department	<b>\$ 17,200</b>	<b>\$ 11,049</b>	<b>\$ 6,151</b>	<b>64%</b>
	<u>General Administration- Fire Department</u>				
10-41-3141-000	Employee Clothing / Uniform	\$ 6,000	\$ 4,516	\$ 1,484	75%
10-41-3145-000	Employee Training	3,500	676	2,824	19%
10-41-3151-000	Employee Per Diem	-	1,278	(1,278)	0%
10-41-3153-000	Memberships / Registrations	1,000	769	231	77%
10-41-3211-000	General (Contract) Services	15,000	6,413	8,587	43%
10-41-3223-000	Operating Supplies	8,000	2,425	5,575	30%
10-41-3225-000	Building Maintenance	5,000	3,313	1,687	66%
10-41-3226-000	Repair / Maintenance Supplies	1,000	1,614	(614)	161%
10-41-3245-000	Utilities	6,800	2,488	4,312	37%
10-41-3253-000	Postage	250	-	250	0%
10-41-3271-000	Vehicle Repair / Maint	15,000	8,116	6,884	54%
10-41-3275-000	Fuel	5,000	4,424	576	88%
10-41-3281-000	Insurance	16,500	18,132	(1,632)	110%
10-41-3293-000	Capital Equipment	-	43,220	(43,220)	0%
10-41-3313-000	Equipment Maintenance	1,000	-	1,000	0%
10-41-3338-000	Communication	6,100	4,993	1,107	82%
10-41-3351-000	Medical Equip / Supplies	3,000	2,908	92	97%
10-41-3391-000	Misc. Expenses	-	1	(1)	0%
10-41-3523-000	Grants Expense	-	15,365	(15,365)	0%
	Total General Administration- Fire Department	<b>\$ 93,150</b>	<b>\$ 120,651</b>	<b>\$ (27,501)</b>	<b>130%</b>
	<b>Total Fire Department Expenditures</b>	<b>\$ 556,724</b>	<b>\$ 467,758</b>	<b>\$ 88,966</b>	<b>84%</b>
	<b><u>Roads Department Expenditures</u></b>				
	<u>Salaries and Benefits- Roads Department</u>				
10-51-3111-000	Salaries / Wages Regular	\$ 142,000	\$ 103,941	\$ 38,059	73%
10-51-3115-000	Overtime	1,000	1,294	(294)	129%
10-51-3119-000	Employer Taxes	10,864	8,032	2,832	74%
10-51-3125-000	Employee Benefits	9,100	10,511	(1,411)	116%
10-51-3127-000	Insurance Premiums	880	223	657	25%
10-51-3131-000	Workers Compensation	13,000	15,125	(2,125)	116%
	Total Salaries and Benefits- Roads Department	<b>\$ 176,844</b>	<b>\$ 139,126</b>	<b>\$ 37,718</b>	<b>79%</b>

# TOWN OF PALMER LAKE

## GENERAL FUND

Budget Status Report - GAAP Basis  
For the Nine Months Ending September 30, 2021

Item 2.

Unaudited

		2021	YTD	Variance	Percent
		Budget	Actual	Favorable (Unfavorable)	of Budget (YTD 75%)
	<u>Professional Services- Roads Department</u>				
10-51-3162-000	Professional Services- Acctg/Audit	\$ 8,200	\$ -	\$ 8,200	0%
10-51-3163-000	Professional Services- Other	8,000	13,600	(5,600)	170%
10-51-3163-001	Professional Services- MS4	10,000	17,641	(7,641)	176%
10-51-3163-002	Professional Services- Engineering	20,000	-	20,000	0%
10-51-3164-000	Professional Services- IT	4,000	5,181	(1,181)	130%
	Total Professional Services- Roads Department	<b>\$ 50,200</b>	<b>\$ 36,422</b>	<b>\$ 13,778</b>	<b>73%</b>
	<u>General Administration- Roads Department</u>				
10-51-3141-000	Employee Clothing / Uniform	\$ 500	\$ 173	\$ 327	35%
10-51-3145-000	Employee Training	250	-	250	0%
10-51-3149-000	Employee Travel	250	-	250	0%
10-51-3153-000	Memberships / Registrations	1,066	779	287	73%
10-51-3211-000	General (Contract) Services	20,000	6,044	13,956	30%
10-51-3223-000	Operating Supplies	4,000	3,958	42	99%
10-51-3225-000	Building Maintenance	2,000	815	1,185	41%
10-51-3227-000	Road / Street Material	25,000	17,950	7,050	72%
10-51-3229-000	Sign Parts / Supplies	1,000	492	509	49%
10-51-3243-000	Street Lights	16,000	8,187	7,813	51%
10-51-3245-000	Utilities	8,000	2,676	5,324	33%
10-51-3276-000	Vehicle Loan- Principal	4,360	5,763	(1,403)	132%
10-51-3277-000	Vehicle Loan- Interest	2,174	1,686	488	78%
10-51-3271-000	Vehicle Repair / Maint	6,000	1,039	4,961	17%
10-51-3273-000	Heavy Equipment Repair	10,000	1,723	8,278	17%
10-51-3275-000	Fuel	15,000	9,113	5,887	61%
10-51-3281-000	Insurance	9,800	8,896	904	91%
10-51-3293-000	Capital Equipment	31,700	31,529	171	99%
10-51-3338-000	Communication	5,379	728	4,651	14%
10-51-3230-000	Dust Control	15,000	10,963	4,037	73%
10-51-3231-000	Culverts	3,500	-	3,500	0%
10-51-3295-000	Capital Improvement Roads	175,000	224,038	(49,038)	128%
10-51-3296-000	Capital Improvement- Drainage	3,000	-	3,000	0%
10-51-3296-003	Capital Improvement- MS4	2,000	-	2,000	0%
	Total General Administration- Roads Department	<b>\$ 360,979</b>	<b>\$ 336,551</b>	<b>\$ 24,428</b>	<b>93%</b>
	<b>Total Roads Department Expenditures</b>	<b>\$ 588,023</b>	<b>\$ 512,098</b>	<b>\$ 75,925</b>	<b>87%</b>
	<u>Parks Department Expenditures</u>				
	<u>Salaries and Benefits- Parks Department</u>				
10-80-3111-000	Salaries / Wages Regular	\$ -	\$ -	\$ -	0%
10-80-3112-000	Salaries / Wages Temp/Part-time	24,000	7,203	16,797	30%
10-80-3119-000	Employer Taxes	1,836	723	1,113	39%
10-80-3124-000	Sick Leave	900	-	900	0%
10-80-3125-000	Employee Benefits	900	-	900	0%
10-80-3131-000	Workers Compensation	900	1,057	(157)	117%
	Total Salaries and Benefits- Parks Department	<b>\$ 28,536</b>	<b>\$ 8,982</b>	<b>\$ 19,554</b>	<b>31%</b>
	<u>General Administration- Parks Department</u>				
10-80-3141-000	Employee Clothing / Uniform	\$ 200	\$ -	\$ 200	0%
10-80-3145-000	Employee Training	250	-	250	0%
10-80-3153-000	Memberships / Registrations	100	-	100	0%
10-80-3211-000	General (Contract) Services	3,000	11,336	(8,336)	378%
10-80-3223-000	Operating Supplies	3,500	1,924	1,576	55%
10-80-3226-000	Repair / Maint Supplies	250	-	250	0%
10-80-3245-000	Utilities	1,200	-	1,200	0%
10-80-3271-000	Vehicle Repair / Maint	300	-	300	0%
10-80-3275-000	Fuel	800	-	800	0%
10-80-3313-000	Equipment Maintenance	1,000	381	619	38%
10-80-3338-000	Communication	150	-	150	0%
10-80-3391-000	Misc. Expenses- Volunteers	200	341	(141)	171%
	Total General Administration- Parks Department	<b>\$ 10,950</b>	<b>\$ 13,983</b>	<b>\$ (3,033)</b>	<b>128%</b>
	<b>Total Parks Department Expenditures</b>	<b>\$ 39,486</b>	<b>\$ 22,965</b>	<b>\$ 16,521</b>	<b>58%</b>

# TOWN OF PALMER LAKE

## GENERAL FUND

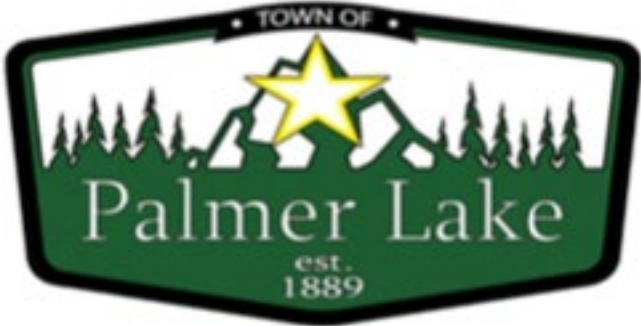
Budget Status Report - GAAP Basis  
For the Nine Months Ending September 30, 2021

Item 2.

**Unaudited**

	2021	YTD	Variance	Percent
	Budget	Actual	Favorable (Unfavorable)	of Budget (YTD 75%)
<b>Total Operations</b>	\$ 1,788,800	\$ 1,458,510	\$ 330,290	82%
<b>Total General Administrative and Operations</b>	\$ 2,733,975	\$ 1,902,201	\$ 831,774	70%
<b>EXCESS OF REVENUE OVER (UNDER)</b>				
<b>EXPENDITURES AND OTHER FINANCING USES</b>	\$ -	\$ 221,279	\$ 221,279	

**WATER ENTERPRISE FUND**  
**September 2021**



# TOWN OF PALMER LAKE

## WATER FUND

Budget Status Report - GAAP Basis  
For the Nine Months Ending September 30, 2021

Unaudited

		2021	YTD	Variance	Percent
		Budget	Actual	Favorable (Unfavorable)	of Budget (YTD 75%)
<b>Account Number</b>	<b>REVENUE</b>				
20-19-2314-000	Water Tap Fees	\$ 200,000	\$ 115,750	\$ (84,250)	58%
20-19-2320-000	Water Revenue	990,000	731,044	(258,956)	74%
20-19-2322-000	Water Revenue Interest	4,600	80	(4,520)	2%
20-19-2324-000	Water Reserve Interest	4,200	72	(4,128)	2%
20-19-2325-000	Water Reserve Colo Trust	345,147	-	(345,147)	0%
20-19-2326-000	Water Meter Sales / Parts	6,500	2,163	(4,337)	33%
20-19-2330-000	Late Fees	18,500	7,024	(11,476)	38%
20-19-2335-000	Water Improvement Fee	42,250	38,868	(3,382)	92%
20-19-2340-000	Water Loan Revenue	190,200	142,293	(47,907)	75%
20-19-2360-000	Water Dept. Misc. Revenue / TANK	-	7,642	7,642	0%
	<b>Total Revenue</b>	<b>\$ 1,801,397</b>	<b>\$ 1,044,936</b>	<b>\$ (756,461)</b>	<b>58%</b>
	<b>EXPENDITURES</b>				
	<u>General Administrative</u>				
	<u>Salaries and Benefits</u>				
20-81-3111-000	Salaries / Wages Regular	\$ 328,500	\$ 160,292	\$ 168,208	49%
20-81-3115-000	Overtime	-	190	(190)	0%
20-81-3119-000	Employer Taxes	25,135	12,277	12,858	49%
20-81-3124-000	Sick Leave	-	430	(430)	0%
20-81-3125-000	Employee Benefits	18,430	1,566	16,864	8%
20-81-3127-000	Insurance Premiums	100	170	(70)	170%
20-81-3131-000	Workers Compensation	15,000	17,266	(2,266)	115%
	Total Salaries and Benefits	<b>\$ 387,165</b>	<b>\$ 192,191</b>	<b>\$ 194,974</b>	<b>50%</b>
	<u>Professional Services</u>				
20-81-3161-000	Professional Services- Legal	\$ 20,000	\$ 18,511	\$ 1,489	93%
20-81-3162-000	Professional Services- Acctg	9,500	7,730	1,770	81%
20-81-3163-000	Professional Services- Other/ Engineering, etc.	40,000	20,126	19,874	50%
20-81-3164-000	Professional Services- IT/ Water Billing	30,000	54,357	(24,357)	181%
	Total Professional Services	<b>\$ 99,500</b>	<b>\$ 100,724</b>	<b>\$ (1,224)</b>	<b>101%</b>
	<u>Administrative</u>				
20-81-3141-000	Employee Clothing	\$ 500	\$ 90	\$ 410	18%
20-81-3145-000	Employee Training	3,000	386	2,614	13%
20-81-3149-000	Employee Travel	200	-	200	0%
20-81-3153-000	Memberships / Registrations	8,300	9,156	(856)	110%
20-81-3167-000	Payment Processing	10,037	370	9,667	4%
20-81-3169-000	Bank Fees and Services	460	18	442	4%
20-81-3211-000	General (Contract) Services	11,000	12,935	(1,935)	118%
20-81-3245-000	Utilities	115,000	89,217	25,783	78%
20-81-3253-000	Postage	7,000	606	6,394	9%
20-81-3281-000	Insurance	10,000	8,738	1,262	87%
20-81-3333-000	Publication / Legal Notices	500	-	500	0%
20-81-3338-000	Communication	5,500	1,125	4,375	20%
20-81-3391-000	Misc. Expenses	800	7,888	(7,088)	986%
	Total Administration	<b>\$ 172,297</b>	<b>\$ 130,530</b>	<b>\$ 41,767</b>	<b>76%</b>
	<b>Total General Administrative</b>	<b>\$ 658,962</b>	<b>\$ 423,444</b>	<b>\$ 235,518</b>	<b>64%</b>
	<u>Operations</u>				
20-81-3276-000	Vehicle Loan- Principal	\$ 7,820	\$ 3,186	\$ 4,634	41%
20-81-3277-000	Vehicle Loan- Interest	1,240	930	310	75%
20-82-3223-000	Operating Supplies- Treatment	25,000	36,134	(11,134)	145%
20-82-3224-000	Operating Supplies- Distribution	15,000	16,738	(1,738)	112%
20-82-3225-000	Building Maintenance	1,000	1,114	(114)	111%

# TOWN OF PALMER LAKE

## WATER FUND

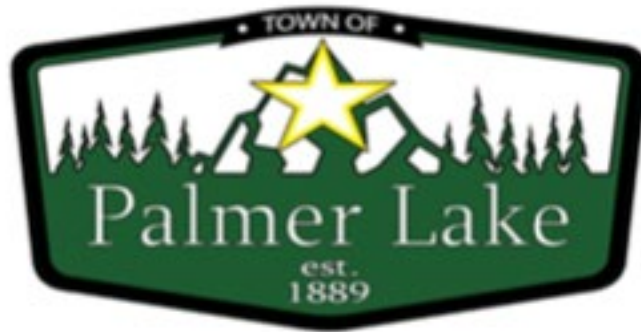
Budget Status Report - GAAP Basis  
For the Nine Months Ending September 30, 2021

Unaudited

		2021	YTD	Variance	Percent
		Budget	Actual	Favorable (Unfavorable)	of Budget (YTD 75%)
20-82-3226-000	Repairs / Maintenance Supplies- Treatment	40,000	-	40,000	0%
20-82-3227-000	Repairs / Maintenance Supplies- Distribution	12,500	2,059	10,441	16%
20-82-3233-000	Water Meters / Replacements	5,000	3,919	1,081	78%
20-82-3234-000	Water Meters / Supplies & Repairs	5,000	2,708	2,292	54%
20-82-3271-000	Vehicle Repair / Maint	6,000	302	5,698	5%
20-82-3275-000	Fuel	6,000	4,017	1,983	67%
20-82-3292-000	Capital Improvement- Water	700,000	313,220	386,780	45%
20-82-3293-000	Capital Equipment / TANK	-	-	-	0%
20-82-3294-000	Water Line Repair	100,000	45,477	54,523	45%
20-82-3313-000	Equipment Maintenance	23,000	10,269	12,731	45%
20-82-3338-000	Communications	1,550	2,922	(1,372)	188%
20-82-3411-000	Reservoirs / Dam Maintenance	10,000	-	10,000	0%
20-82-3431-000	Water Quality Tests	26,000	13,035	12,965	50%
	<b>Total Operations</b>	<b>\$ 985,110</b>	<b>\$ 456,029</b>	<b>\$ 529,081</b>	<b>46%</b>
	<b>Total Administrative and Operations</b>	<b>\$ 1,644,072</b>	<b>\$ 879,473</b>	<b>\$ 764,599</b>	<b>53%</b>
	<b>Debt Service</b>				
20-81-3400-000	CWRPDA 2009 Principal	\$ 83,916	\$ 43,444	\$ 40,472	52%
20-81-3401-000	CWRPDA 2009 Interest	20,775	9,041	11,734	44%
20-81-3405-000	CWRPDA 2018 Principal	26,872	23,822	3,050	89%
20-81-3406-000	CWRPDA 2018 Interest	15,762	10,262	5,500	65%
20-81-3426-0000	General Fund Loan- Interest	10,000	5,000	5,000	50%
	<b>Total Debt Service</b>	<b>\$ 157,325</b>	<b>\$ 91,570</b>	<b>\$ 65,755</b>	<b>58%</b>
	<b>Total Expenditures</b>	<b>\$ 1,801,397</b>	<b>\$ 971,043</b>	<b>\$ 830,354</b>	<b>54%</b>
	<b>EXCESS OF REVENUE OVER (UNDER)</b>				
	<b>EXPENSES</b>	<b>\$ -</b>	<b>\$ 73,893</b>	<b>\$ 73,893</b>	

# CONSERVATION TRUST FUND

September 2021



# TOWN OF PALMER LAKE

## Conservation Trust Fund

Budget Status Report - GAAP Basis

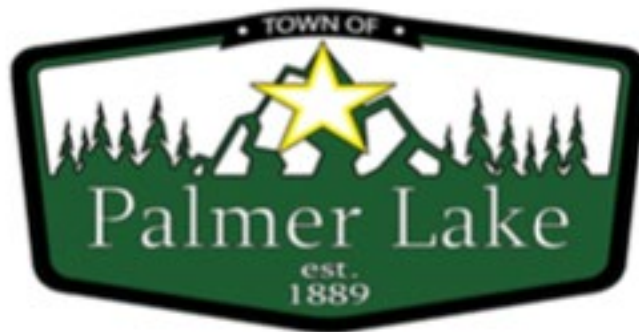
For the Nine Months Ending September 30, 2021

**Unaudited**

		2021	YTD	Variance	Percent
		Budget	Actual	Favorable	of Budget
				(Unfavorable)	(YTD 75%)
<b>Account Number</b>	<b>REVENUE</b>				
50-10-2160-000	Carry Over	\$ 30,000	\$ -	\$ (30,000)	0%
50-10-2170-000	Miscellaneous Income - CTF	-	13	13	0%
50-10-2210-000	Conservation Trust Interest	-	11	11	0%
50-10-2410-000	State Shared Revenue	19,507	26,279	6,772	135%
	<b>Total Revenue Conservation Trust</b>	<b>\$ 49,507</b>	<b>\$ 26,303</b>	<b>\$ (23,204)</b>	<b>53%</b>
	<b>EXPENDITURES</b>				
	<u>Administrative</u>				
	<u>Salaries and Benefits</u>				
50-30-3112-000	Salaries / Wages Temp/Part-time	\$ 24,000	\$ 14,992	\$ 9,008	62%
50-30-3119-000	Employer Taxes	1,836	1,276	560	70%
	Total Salaries and Benefits	<b>\$ 25,836</b>	<b>\$ 16,268</b>	<b>\$ 9,568</b>	<b>63%</b>
	<u>Administrative</u>				
50-30-3211-000	Contract Services	\$ -	\$ 2,498	\$ (2,498)	0%
50-30-3223-000	Operating Supplies / Materials	4,000	7,306	(3,306)	183%
50-30-3226-000	Repair / Maintenance Supplies	2,500	-	2,500	0%
50-30-3245-000	Utilities	1,000	1,028	(28)	103%
50-30-3275-000	Fuels / Lubricants	234	1,832	(1,598)	783%
50-30-3293-000	Capital Improvements	15,937	7,986	7,952	50%
	Total General Administration	<b>\$ 23,671</b>	<b>\$ 20,649</b>	<b>\$ 3,022</b>	<b>87%</b>
	<b>Total General Administrative</b>	<b>\$ 49,507</b>	<b>\$ 36,917</b>	<b>\$ 12,590</b>	<b>75%</b>
	<b>Total Expenditures</b>	<b>\$ 49,507</b>	<b>\$ 36,917</b>	<b>\$ 12,590</b>	<b>75%</b>
	<b>EXCESS OF REVENUE OVER (UNDER)</b>				
	<b>EXPENDITURES</b>	<b>\$ -</b>	<b>\$ (10,615)</b>	<b>\$ (10,615)</b>	

# GRANTS & DONATIONS FUND

September 2021



# TOWN OF PALMER LAKE

## GRANT & DONATION FUND

Budget Status Report - GAAP Basis  
For the Nine Months Ending September 30, 2021

Unaudited

		2021 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 75%)
<b>Account Number</b>	<b>REVENUE</b>				
10-10-2186-000	FPPA Matching Funds	\$ 14,000	\$ -	\$ (14,000)	0%
10-10-2191-000	Fire Mitigation Grant	50,000	10,000	(40,000)	20%
10-10-2192-000	DOLA Grant	360,000	376,145	16,145	104%
10-10-2193-000	CESF Grant	-	14,231	14,231	0%
10-10-3631-000	Police Donations/ Grants	15,000	2,577	(12,423)	17%
10-10-3680-000	Parks Donations/ Grants	1,000	1,870	870	187%
	<b>Total Revenue</b>	<b>\$ 440,000</b>	<b>\$ 404,823</b>	<b>\$ (35,177)</b>	<b>92%</b>
	<b>EXPENDITURES</b>				
	<b>General Administrative</b>				
10-21-3523-000	Grants Expense- DOLA / GOCO	\$ 360,000	\$ -	\$ 360,000	0%
	<b>Total General Administrative Expenditures</b>	<b>\$ 360,000</b>	<b>\$ -</b>	<b>\$ 360,000</b>	<b>0%</b>
	<b>Police Department Expenditures</b>				
10-31-3523-000	Grant Expense	\$ 15,100	\$ 6,501	\$ 8,599	43%
	<b>Total Police Department Expenditures</b>	<b>\$ 15,100</b>	<b>\$ 6,501</b>	<b>\$ 8,599</b>	<b>43%</b>
	<b>Fire Department Expenditures</b>				
10-41-3523-000	Grants Expense	\$ -	\$ -	\$ -	0%
	<b>Total Fire Department Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0%</b>
	<b>Roads Department Expenditures</b>				
10-51-3519-000	RMB SRTS Grant	\$ -	\$ -	\$ -	0%
10-51-3523-000	Grants Expense- Douglas	13,900	-	13,900	0%
	<b>Total Roads Department Expenditures</b>	<b>\$ 13,900</b>	<b>\$ -</b>	<b>\$ 13,900</b>	<b>0%</b>
	<b>Parks Department Expenditures</b>				
10-80-3215-000	Parks Committee (donations)	\$ 1,000	\$ 2,500	\$ (1,500)	250%
10-80-3314-000	Fire Mitigation CUSP	50,000	-	50,000	0%
10-80-3523-000	Grants Expense	-	1,740	(1,740)	0%
	<b>Total Parks Department Expenditures</b>	<b>\$ 51,000</b>	<b>\$ 4,240</b>	<b>\$ 46,760</b>	<b>8%</b>
	<b>Water Department Expenditures</b>				
20-81-3523-000	Grant Expense- DOUG	\$ -	\$ -	\$ -	0%
	<b>Total Water Department Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0%</b>
	<b>Total Expenditures</b>	<b>\$ 440,000</b>	<b>\$ 10,741</b>	<b>\$ 429,259</b>	
	<b>EXCESS OF REVENUE OVER (UNDER)</b>				
	<b>EXPENDITURES</b>	<b>\$ -</b>	<b>\$ 394,082</b>	<b>\$ 394,082</b>	

# Check Register

## September 2021



Ranges:	From:	To:	From:	To:
Check Number	First	Last	9/1/2021	9/30/2021
Vendor ID	First	Last	Checkbook ID	First
Vendor Name	First	Last		Last

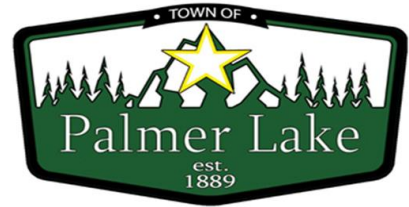
Sorted By: Check Number

\* Voided Checks

Check Number	Vendor ID	Vendor Check Name	Check Date	Checkbook ID	Audit Trail Code	Amount
46745	CICCOLELLAJOH	John Ciccolella	9/7/2021	GENERAL CHECKIN	PMCHK00000257	\$320.00
46746	COREELECTRICCO	CORE Electric Association	9/13/2021	GENERAL CHECKIN	PMCHK00000258	\$2,419.00
47413	5STARLIFEINSURA	5Star Life Insurance Company	9/2/2021	GENERAL CHECKIN	PMCHK00000239	\$116.25
47414	AT&TMOBILITY	AT & T Mobility	9/2/2021	GENERAL CHECKIN	PMCHK00000239	\$3,796.70
47415	BRADLEYEXCAVATI	Bradley Excavating	9/2/2021	GENERAL CHECKIN	PMCHK00000239	\$14,857.50
47416	CENTURYLINK	Century Link	9/2/2021	GENERAL CHECKIN	PMCHK00000239	\$284.20
47417	CKT	Common Knowledge Technology	9/2/2021	GENERAL CHECKIN	PMCHK00000239	\$955.00
47418	COMPANIONLIFE	Companion Life Insurance	9/2/2021	GENERAL CHECKIN	PMCHK00000239	\$44.44
47419	COREANDMAIN	Core & Main	9/2/2021	GENERAL CHECKIN	PMCHK00000239	\$2,423.98
47420	DPCINDUSTRIES,I	DPC Industries, Inc.	9/2/2021	GENERAL CHECKIN	PMCHK00000239	\$70.00
47421	ELITEAUTOSERVIC	Elite Auto Service and Repair	9/2/2021	GENERAL CHECKIN	PMCHK00000239	\$2,209.23
47422	EMERGENCYNETWOR	Emergency Network Security Sys	9/2/2021	GENERAL CHECKIN	PMCHK00000239	\$61.00
47423	EMPLOYERSCOUNC	Employers Council	9/2/2021	GENERAL CHECKIN	PMCHK00000239	\$71.00
47424	ENVIROTECHSERVI	Envirotech Services, Inc.	9/2/2021	GENERAL CHECKIN	PMCHK00000239	\$3,736.66
47425	GRAINGER	Grainger	9/2/2021	GENERAL CHECKIN	PMCHK00000239	\$333.50
47426	HABITATMANAGEME	Habitat Management	9/2/2021	GENERAL CHECKIN	PMCHK00000239	\$2,618.27
47427	IREA	IREA	9/2/2021	GENERAL CHECKIN	PMCHK00000239	\$5,069.69
47428	LEWANTECHNOLOGY	Lewan & Associates, Inc.	9/2/2021	GENERAL CHECKIN	PMCHK00000239	\$623.26
47429	MJBENVIRONMENTA	MJB Environmental Services	9/2/2021	GENERAL CHECKIN	PMCHK00000239	\$2,795.00
47430	NEVADATAPMASTER	Nevada Tap Master, Inc	9/2/2021	GENERAL CHECKIN	PMCHK00000239	\$725.00
47431	OASISLANDSCAPEA	Oasis Landscape & Irrigation I	9/2/2021	GENERAL CHECKIN	PMCHK00000239	\$112.68
47432	PAVEMENTREPAIRA	Pavement Repair & Supplies, In	9/2/2021	GENERAL CHECKIN	PMCHK00000239	\$943.00
47433	PINNACOLASSURAN	Pinnacol Assurance	9/2/2021	GENERAL CHECKIN	PMCHK00000239	\$8,739.00
47434	ROCKYMOUNTAINOI	Rocky Mountain Oil Change M	9/2/2021	GENERAL CHECKIN	PMCHK00000239	\$181.38
47435	VANCESTEVE	Steve Vance	9/2/2021	GENERAL CHECKIN	PMCHK00000239	\$100.00
47436	HOMEDEPOT	Home Depot Credit Service	9/2/2021	GENERAL CHECKIN	PMCHK00000239	\$408.12
47437	UNCC	Utility Notification Center of	9/2/2021	GENERAL CHECKIN	PMCHK00000239	\$56.76
47438	VIVIDENGINEERIN	Vivid Engineering Group Inc.	9/2/2021	GENERAL CHECKIN	PMCHK00000239	\$2,414.25
47439	AMCOBI	American Conservation & Billin	9/9/2021	GENERAL CHECKIN	PMCHK00000240	\$1,910.38
47440	AMCOBIIT	American Conservation & Billin	9/9/2021	GENERAL CHECKIN	PMCHK00000240	\$4,150.50
47441	BLACKHILLSENERG	Black Hills Energy	9/9/2021	GENERAL CHECKIN	PMCHK00000240	\$168.71
47442	BRADLEYEXCAVATI	Bradley Excavating	9/9/2021	GENERAL CHECKIN	PMCHK00000240	\$1,850.00
47443	CIRSA	Cirsa	9/9/2021	GENERAL CHECKIN	PMCHK00000240	\$2,000.00
47444	CKT	Common Knowledge Technology	9/9/2021	GENERAL CHECKIN	PMCHK00000240	\$2,958.25
47445	IREA	IREA	9/9/2021	GENERAL CHECKIN	PMCHK00000240	\$2,311.14
47446	LIGHTNINGELECTR	Lightning Electric	9/9/2021	GENERAL CHECKIN	PMCHK00000240	\$700.00
47447	ONEMANLITTLELAD	One Man & Little Lady Cleaning	9/9/2021	GENERAL CHECKIN	PMCHK00000240	\$600.00
47448	GAZETTE	The Gazette	9/9/2021	GENERAL CHECKIN	PMCHK00000240	\$39.01
47449	XFINITY	Xfinity	9/9/2021	GENERAL CHECKIN	PMCHK00000240	\$104.85
47451	AMERICANPORTABL	American Portable Services, In	9/22/2021	GENERAL CHECKIN	PMCHK00000242	\$691.00
47452	BBAWATERCONSULT	Bishop-Brogden Associates, Inc	9/22/2021	GENERAL CHECKIN	PMCHK00000242	\$5,943.57
47453	BRADLEYEXCAVATI	Bradley Excavating	9/22/2021	GENERAL CHECKIN	PMCHK00000242	\$22,915.00
47454	CENTURYLINK	Century Link	9/22/2021	GENERAL CHECKIN	PMCHK00000242	\$67.01
47455	CHAVEZCONSULTIN	Chavez Consulting Inc., LLC	9/22/2021	GENERAL CHECKIN	PMCHK00000242	\$125.00
47456	COMCAST	Comcast	9/22/2021	GENERAL CHECKIN	PMCHK00000242	\$193.35
47457	CKT	Common Knowledge Technology	9/22/2021	GENERAL CHECKIN	PMCHK00000242	\$1,146.84
47458	COMMUNITYBANKSO	Community Banks of Colorado	9/22/2021	GENERAL CHECKIN	PMCHK00000242	\$2,562.38
47459	COREANDMAIN	Core & Main	9/22/2021	GENERAL CHECKIN	PMCHK00000242	\$960.13
47460	COREELECTRICCO	CORE Electric Association	9/22/2021	GENERAL CHECKIN	PMCHK00000242	\$990.92
47461	CRAIGSPOWERQUI	Craig's Power Equipment LLC	9/22/2021	GENERAL CHECKIN	PMCHK00000242	\$591.08
47462	ELLISONTRUCKING	Ellison Trucking, Inc.	9/22/2021	GENERAL CHECKIN	PMCHK00000242	\$1,361.50
47463	EMPLOYERSCOUNC	Employers Council	9/22/2021	GENERAL CHECKIN	PMCHK00000242	\$142.00
47464	EVOQUA	Evoqua Water Technologies LLC	9/22/2021	GENERAL CHECKIN	PMCHK00000242	\$1,250.00
47465	FROMMANDCOMPANY	Fromm & Company, LLC	9/22/2021	GENERAL CHECKIN	PMCHK00000242	\$7,629.75
47466	GALLS	GALLS, LLC	9/22/2021	GENERAL CHECKIN	PMCHK00000242	\$50.04
47467	GFLENVIRONMENTA	GFL Environmental	9/22/2021	GENERAL CHECKIN	PMCHK00000242	\$167.14
47468	HACHCOMPANY	Hach Company	9/22/2021	GENERAL CHECKIN	PMCHK00000242	\$699.77
47469	INTERSTATECHEMI	Interstate Chemical Co, Inc.	9/22/2021	GENERAL CHECKIN	PMCHK00000242	\$2,629.12
47470	KROBLAWOFFICELL	Krob Law Office, LLC	9/22/2021	GENERAL CHECKIN	PMCHK00000242	\$9,747.50
47471	LNCURTISANDSON	L.N. Curtis and Sons	9/22/2021	GENERAL CHECKIN	PMCHK00000242	\$15,365.00
47472	HOYTHYALARRY	Larry Hoyhtya	9/22/2021	GENERAL CHECKIN	PMCHK00000242	\$172.63
47473	CENTURYLINKLEVE	Level 3 Communications, LLC	9/22/2021	GENERAL CHECKIN	PMCHK00000242	\$495.26
47474	OREILLY	O'Reilly	9/22/2021	GENERAL CHECKIN	PMCHK00000242	\$146.17
47475	ORKIN	Orkin	9/22/2021	GENERAL CHECKIN	PMCHK00000242	\$748.65
47476	PALMERLAKESANIT	Palmer Lake Sanitation	9/22/2021	GENERAL CHECKIN	PMCHK00000242	\$1,697.76
47477	RHINEHARTOIL	Rhinehart Oil Co., LLC	9/22/2021	GENERAL CHECKIN	PMCHK00000242	\$4,182.07
47478	SCHMIDTCONSTRUC	Schmidt Construction Company	9/22/2021	GENERAL CHECKIN	PMCHK00000242	\$1,139.00
47479	FAIRBOYSCHRYSLE	The Faircy Boys Chrysler Jeep	9/22/2021	GENERAL CHECKIN	PMCHK00000242	\$96.00
47480	TNPARKERCONSTRU	TN Parker Construction	9/22/2021	GENERAL CHECKIN	PMCHK00000242	\$25,546.33

\* Voided Checks

Check Number	Vendor ID	Vendor Check Name	Check Date	Checkbook ID	Audit Trail Code	Amount
47481	AIRGAS	Airgas USA, LLC	9/22/2021	GENERAL CHECKIN	PMCHK00000243	\$324.74
Total Checks:	70			Total Amount of Checks:		\$183,055.08



Item 6.

**TOWN OF PALMER LAKE  
BOARD OF TRUSTEES - AGENDA MEMO**

<b>DATE:</b> October 28, 2021	<b>ITEM NO.</b>	<b>SUBJECT:</b> PUBLIC HEARING
<b>Presented by:</b> Town Administrator /Clerk		& Resolution to Approve Replat of Lot 1, Westward Lane, ERock LLP

**Recommended Action**

Consider the replat, as recommended by the Planning Commission, ERock LLP.

**Background**

Mr. Kurt Ehrhardt has filed an application to replat Lot 1, located at 717 Westward Lane to two lots. This application was reviewed and approved unanimously by the Planning Commission on October 20, 2021. Kurt will be present to speak to this request.

**TOWN OF PALMER LAKE, COLORADO**

**RESOLUTION NO. 52-2021**

**A RESOLUTION APPROVING A REPLAT OF LOT 1 ELEPHANT ROCK ACRES, LOCATED AT 717 WESTWARD LANE, PALMER LAKE**

**WHEREAS**, the Board of Trustees of the Town of Palmer Lake, Colorado, pursuant to Colorado statute and the Town of Palmer Lake Municipal Code, is vested with the authority of administering the affairs of the Town of Palmer Lake, Colorado;

**WHEREAS**, the Owner of parcel 7110007013, located at 717 Westward Lane, desires a replat and filed an application for replat with the Town; and

**WHEREAS**, the proposed replat meets all the minimum requirements of Chapter 16 zoning code, and other applicable Town ordinances; and there are no requests for waivers of any of the requirements of the various Town regulations and resolutions; and

**WHEREAS**, on October 20, 2021, the Planning Commission reviewed the application for replat and found that it will be acceptable and unanimously recommended approval of the replat as presented.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE, COLORADO AS FOLLOWS:**

1. The replat of parcel ID 7110007013, to Lot 2 and 3, attached hereto as Exhibit A, and incorporated herein, evidencing the replat request by the Owner, as well as any and all easements thereon, is hereby approved.
2. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Resolution is held to be unconstitutional or invalid for any reason such decision shall not affect the validity or constitutionality of the remaining portions of this Resolution. The Board of Trustees hereby declares that it would have passed this resolution and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.
3. Repeal. Existing resolutions or parts of resolutions covering the same matters embraced in this Resolution are hereby repealed and all resolutions or parts of resolutions inconsistent with the provisions of this Resolution are hereby repealed.

**INTRODUCED, RESOLVED, AND PASSED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE ON THIS 28th DAY OF OCTOBER 2021.**

ATTEST:

TOWN OF PALMER LAKE, COLORADO

\_\_\_\_\_  
Dawn A. Collins  
Town Administrator/Clerk

BY: \_\_\_\_\_  
William Bass  
Mayor

# Town of Palmer Lake

42 Valley Crescent  
 PO Box 208  
 Palmer Lake CO 80133  
 719-481-2953 - office  
 719-488-9305 - fax

Office Use Only	
Date:	9/17
Fees:	
Check #:	
Rec'd By:	MAC
Fee:	\$250 + \$10 per acre

PO 101  
 Item 6.  
 POST published

## Lot 1 Elephant Rock Acres Vacation & Replat Application Form Filing 2

Name of Applicant: E-ROCK  
 Applicant's Address: P.O. BOX 307 80132 Phone#: 719-491-0309  
 Email Address: MKEHRHARDT@GMAIL.COM  
 Name of Proposal: EDIE'S VACATION AND REPLAT  
 Tax Schedule #: 71100-07-013

*This is a Vacation Plat* - A map indicating a proposed elimination of a dedicated street, road, easement or subdivision. It shall be prepared by a Colorado Registered Land Surveyor in accordance with a Subdivision Regulations. If approved, it shall be recorded with the County Clerk and Recorder's Office.

*This is a Replat* - A map which indicates an alteration from an approved Subdivision Final Plat. Such a proposal shall abide by the same regulations which affect a Final Plat submittal.

Please fill out the appropriate submission checklist to complete the application.

Location of Property: Palmer Lake 717 Westward Ln.  
 Nearest Street Intersection: Hillview Existing Subdivision: Elephant Rock Acres  
 Current Zoning and Uses of Surrounding Property:  
 N: R-3  
 E: R-3  
 S: R-3  
 W: Trailer Park

Kurt D. Ehrhart Partner E-Rock LLP 9-11-2020  
 Signature of Owner Date

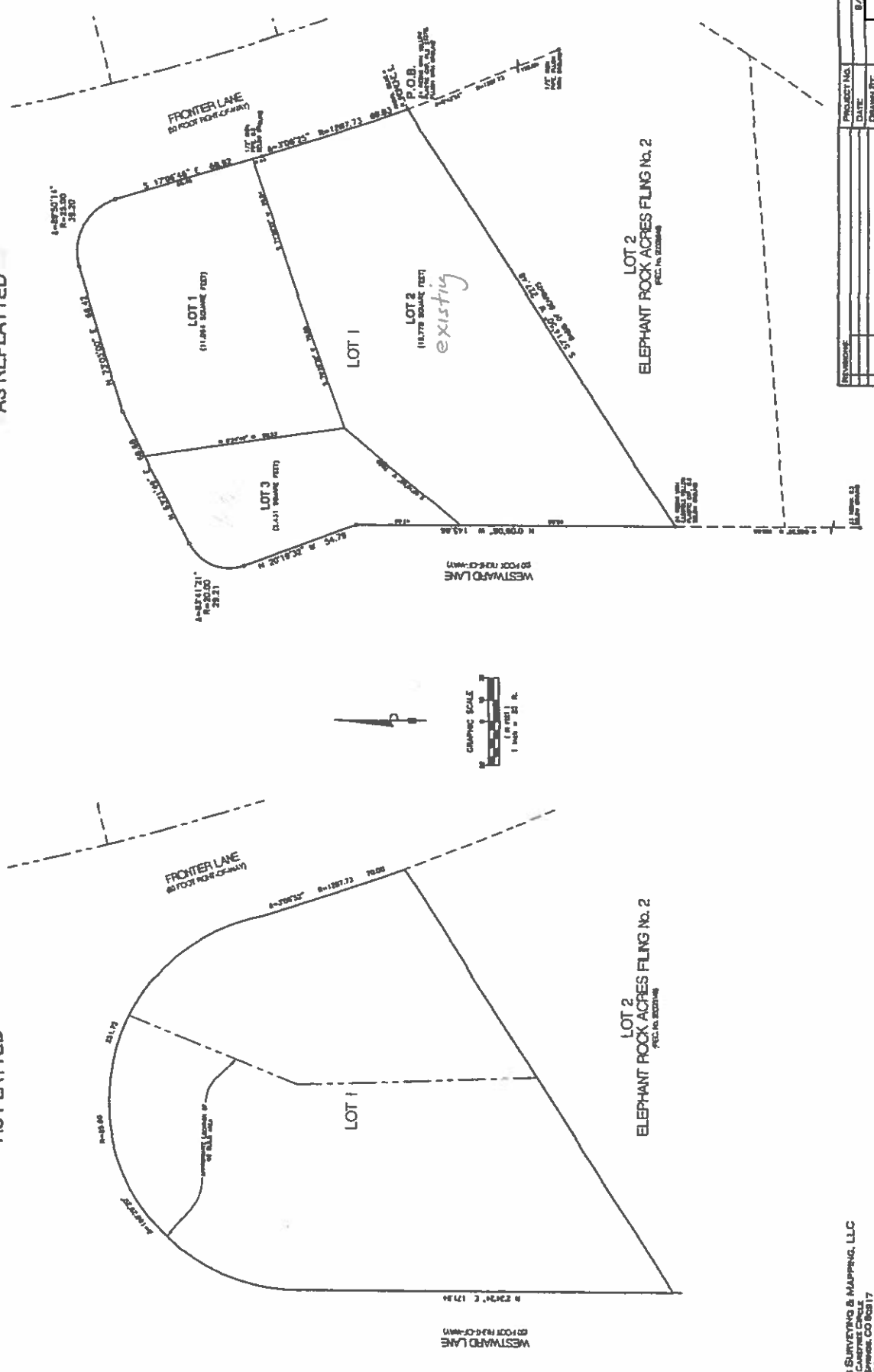
Applicants Name: E ROCK LLP Address/Location: P.O. BOX 307 MONUMENT 80132

Lot 3 to be given to  
 Palmer Lake for town park

**EDIE'S VACATION AND REPLAT**  
 A VACATION AND REPLAT OF LOT 1, ELEPHANT ROCK ACRES FILING No. 2,  
 TOWN OF PALMER LAKE, EL PASO COUNTY, COLORADO

AS PLATTED

AS REPLATTED

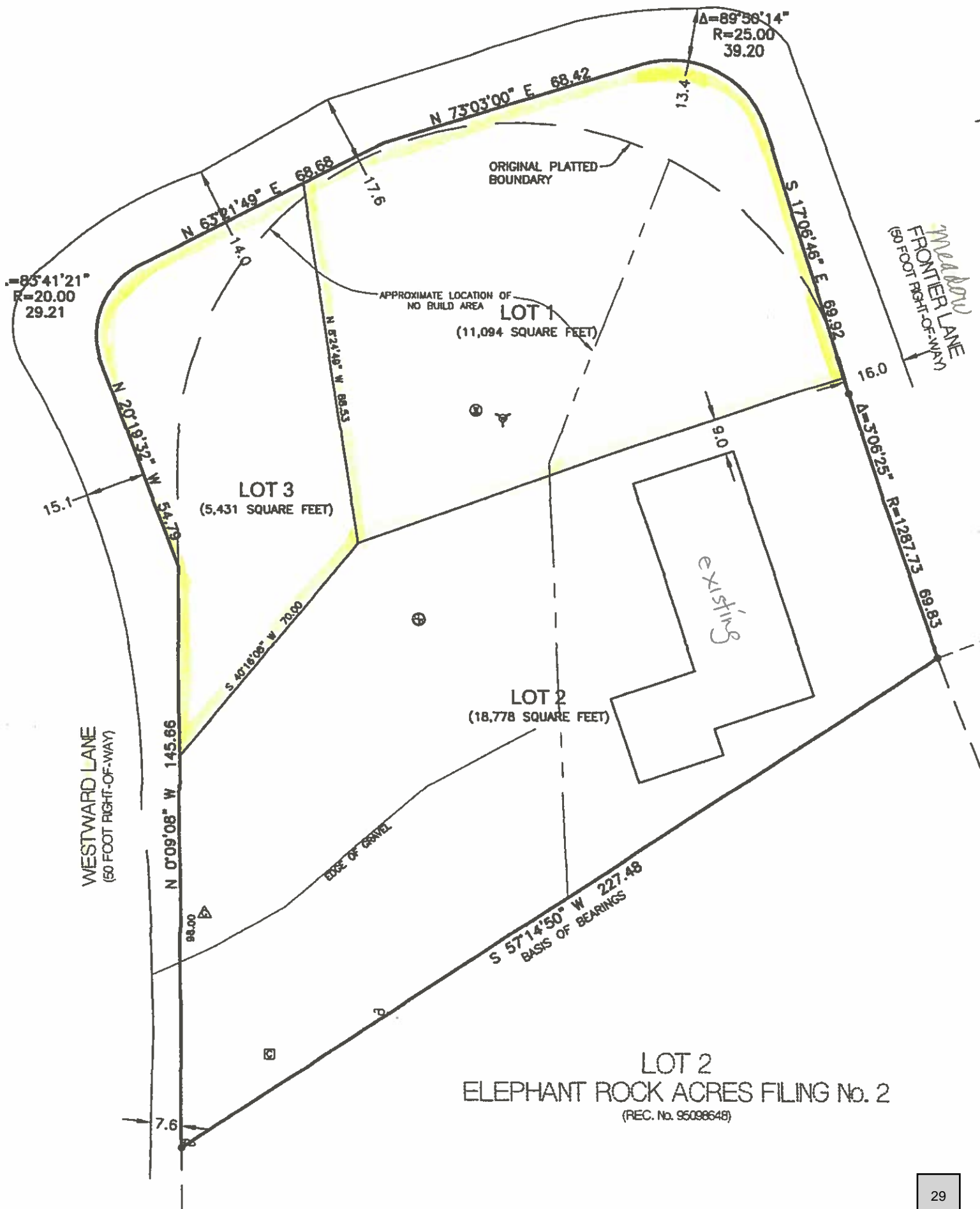


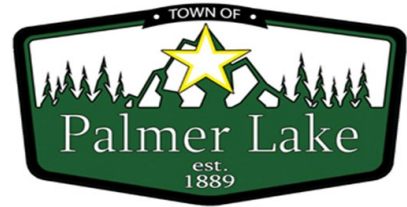
PROJECT NO.	20083
DATE	8/17/21
DRAWN BY	
CHECKED BY	
SHEET	1

Item 6.

COMPASS SURVEYING & MAPPING, LLC  
 3148 West Canyon Crest Circle  
 Colorado Springs, CO 80917  
 WWW.COMPASSMAPPING.COM







Item 7.

**TOWN OF PALMER LAKE  
BOARD OF TRUSTEES - MEMO SUMMARY**

<b>DATE:</b> January 2022	<b>ITEM NO.</b>	<b>SUBJECT:</b>
<b>Presented by:</b> Julia Stambaugh, Deputy Town Clerk		1 <sup>ST</sup> ANNUAL PALMER LAKE OUTDOOR HOCKEY CLASSIC

**Recommended Action**

To approve the event to take place at the Palmer Lake Recreational Area as presented and endorsed by staff.

**Background**

The 1<sup>st</sup> Annual Palmer Lake Outdoor Hockey Classic is seeking the Board’s approval to allow this event to take place on the lake at the Palmer Lake Recreational Area. The event is tentatively scheduled for January 6, 2022, from 6pm to 8pm. This is a new hockey event being hosted by District 38 – Lewis Palmer Hockey team CHSAA (Colorado High School Activities Association). As an USA Hockey partner, the Pond Hockey Foundation includes the Tri-Lakes area, Cheyenne Mountain High School and District 38 hockey programs. This event will be community outreach event featuring a Palmer Ridge HS vs Lewis Palmer HS scrimmage and possibly public skating time.

The day of the event the hardness of the ice will be checked. There should be at least 3 days of below zero degrees to ensure they can play safely on the ice. The hockey rink will be set up at the south end of the lake. The Fire Dept will spray water on the lake’s ice the day before the event. This will help smooth its surface for skating. If it snows, the event volunteers will do snow removal. This event is being held in the evening to ensure the ice will have time to harden. Small floodlights, powered by generators, will be set up to light up the rink for play. Only student players will be on the ice at the time of the game. They anticipate about 40 players.

The event anticipates approximately 500 spectators, parents and students, who will watch from the shoreline on portable bleachers. There will be district volunteers and teachers trained in EMS monitoring the area. The Police Department will meet with District 38 before the event to coordinate a safety plan. PD will also have four officers patrolling the area. The Fire Department will be on call. Ch. McCarthy has given approval to use enclosed fire barrels (55 gal drums) to be set up around the area, in accordance with the fire pit ordinance.

The Public Works Supervisor has approved the parking plan. The event does not anticipate parking issues and will direct vehicles to park in the south end parking lot and will guide the crowds up to the pedestrian bridge where an entrance to the game will be set up to purchase tickets to the game. Food truck vendors have also been invited. They will donate a portion of their proceeds from the night to the LP Hockey Team fundraiser.

District 38 and CHSAA hope this event will become an annual event the community will embrace and enjoy for years to come.

\*\* They would also request the application fee of \$100 be waived for their non-profit organization.

# ***Lewis Palmer Hockey***

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***IT'S A GREAT DAY FOR HOCKEY...BOB JOHNSON***



## **1<sup>st</sup> Annual Palmer Lake Outdoor Classic January 2022**

**Scott Bradley  
Lewis Palmer Hockey  
Head Coach**

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# LP HOCKEY

## 1<sup>st</sup> Annual Palmer Lake Outdoor Classic

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- Overview
  - Objectives
  - Operational Plan
  - Logistics
  - Safety
-



# Overview

- Overview
  - 1<sup>st</sup> Annual - Palmer Lake Outdoor Classic
  - Target Date: 6 Jan 2022





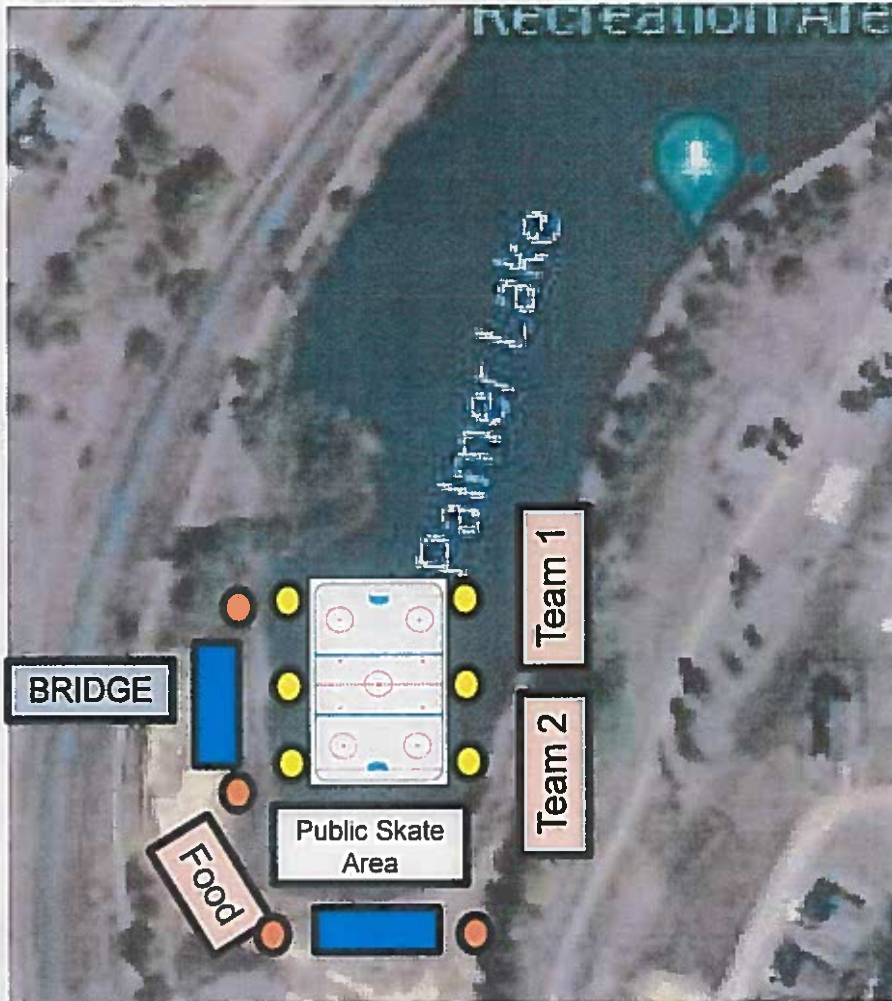
# Objectives



- Mission Objective
  - Safely Execute a CHSAA sponsored Foundation outdoor hockey game on Palmer Lake January 2022
  - No injuries to players or spectators
- Lewis Palmer District Objective
  - Fundraise to support the local District 38 LP/PR hockey team



# Operational Plan



- Tentative Date: Thursday, 6 Jan 2022
- 1600: PLFD determines ice safety
- 1630: Public Skate
- 1652: Sunset
- 1745: Team warmups
- 1800: Opening Ceremony
- 1805: CHSAA Game Start
- 1830: 1<sup>st</sup> Intermission – Ice Check
- 1915: 2<sup>nd</sup> Intermission – Ice Check
- 2000: CHSAA Game End
- 2030: Alumni Game Start
- 2130: Alumni Game End



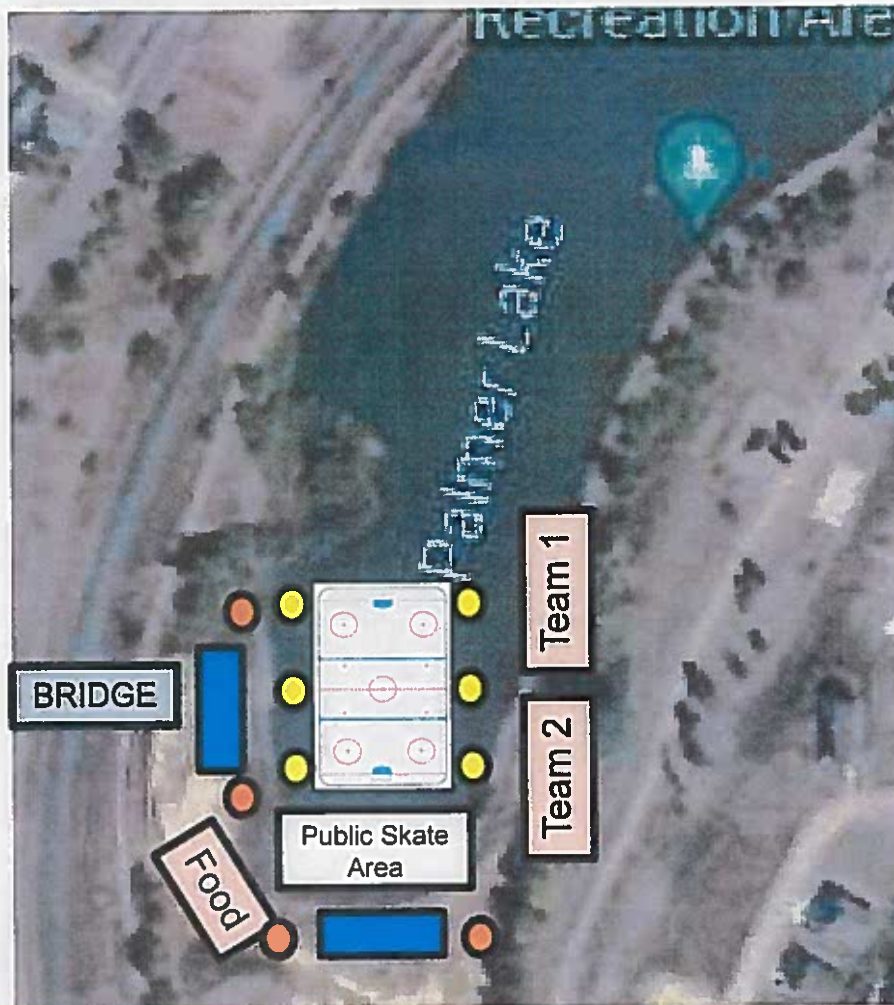
# Logistics



- Parking
  - PLPD Presence (North/South)
  - Parking Attendants
- Gate / Ticket sales
  - Primary Access Point – Bridge
  - North Access Point – Parking Lot



# Logistics



- Food & Beverage
  - Food Trucks
  - No alcohol sold or served
- Spectators
  - West & South
- Team Areas
  - East
- Public Skate Area
  - South



# Safety

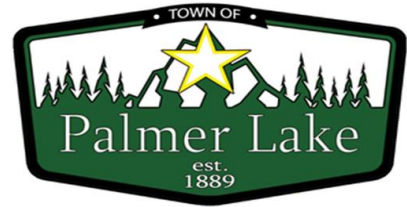


- Palmer Lake Fire Department:
  - Ice Safe Call
  - Fire Barrel Monitors
- Palmer Lake Police Department:
  - Security Presence
  - PLPD Vehicle North / South
- Railroad Fence / Barrier
- District 38 Reps:
  - Gate /Ticket Sales Reps
  - Event participant monitors
- Game Officials



# Questions





Item 9.

**TOWN OF PALMER LAKE  
BOARD OF TRUSTEES - AGENDA MEMO**

<b>DATE:</b> October 28, 2021	<b>ITEM NO.</b>	<b>SUBJECT:</b>
<b>Presented by:</b> Town Administrator /Clerk		Ordinance to Amend Warranty of Developer Work

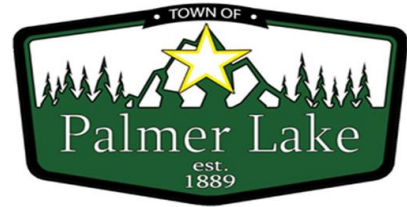
**Background**

Based on the standard of warranty work conducted by developers, the Town has historically had 1-year warranty identified; however, the typical norm is two years.

This ordinance will be distributed as soon as finalized with legal review.

**Recommended Action**

Staff recommends amending the code reference to a 2-year warranty where developers conduct infrastructure work – water, roadway, etc..



Item 10.

**TOWN OF PALMER LAKE  
BOARD OF TRUSTEES - AGENDA MEMO**

<b>DATE:</b> October 28, 2021	<b>ITEM NO.</b>	<b>SUBJECT:</b>
<b>Presented by:</b> Mayor Bass		Resolution to Promote Town Mission Statement

**Background**

As the Town Board of Trustees has reviewed and discussed, this Resolution is to promote communication of a Town Mission statement assembled by the Town Board.

**Conclusion**

Approve the Resolution to communicate and promote the Town Mission Statement.

**TOWN OF PALMER LAKE, COLORADO**

**RESOLUTION NO. 53-2021**

**A RESOLUTION COMMUNICATING AND PROMOTING THE TOWN OF PALMER LAKE MISSION STATEMENT**

**WHEREAS**, the Board of Trustees of the Town of Palmer Lake, Colorado, pursuant to Colorado statute and the Town of Palmer Lake Municipal Code, is vested with the authority of administering the affairs of the Town of Palmer Lake, Colorado; and

**WHEREAS**, the Town Board of Trustees has met to discuss their goals for the Town; and

**WHEREAS**, the Town Board believes a mission statement and vision are meaningful to communicate to the community and promote during their tenure.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE, COLORADO AS FOLLOWS:**

1. The Town Board of Trustees hereby declares their mission is to provide leadership to preserve our small community dynamic with measured and sustainable growth in partnership with the citizens of the town of Palmer Lake including the following vision:
  - To serve the community to meet fundamental needs while respecting the diversity and values of our citizens;
  - To foster trust through effective communication, transparency, and partnership with the community; and
  - To develop sustainable, durable revenue streams to assure Palmer Lake’s future.
2. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Resolution is held to be unconstitutional or invalid for any reason such decision shall not affect the validity or constitutionality of the remaining portions of this Resolution. The Board of Trustees hereby declares that it would have passed this resolution and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.
3. Repeal. Existing resolutions or parts of resolutions covering the same matters embraced in this Resolution are hereby repealed and all resolutions or parts of resolutions inconsistent with the provisions of this Resolution are hereby repealed.

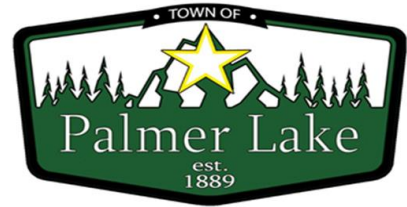
**INTRODUCED, RESOLVED, AND PASSED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE ON THIS 28TH DAY OF OCTOBER 2021.**

ATTEST:

TOWN OF PALMER LAKE, COLORADO

\_\_\_\_\_  
Dawn A. Collins  
Town Administrator/Clerk

BY: \_\_\_\_\_  
William Bass  
Mayor



**TOWN OF PALMER LAKE  
BOARD OF TRUSTEES - AGENDA MEMO**

<b>DATE:</b> October 28, 2021	<b>ITEM NO.</b>	<b>SUBJECT:</b>
<b>Presented by:</b> Town Administrator /Clerk		Consideration of Colorado Opioid Settlement MOU

**Background**

Town staff received request to participate in the following.

Department of Law has come to an agreement with Colorado’s local governments for distributing opioid settlement and recovery funds to local counties and municipalities. The enclosed Memorandum of Understanding (“MOU”) is the product of a lengthy and complex negotiation between the Attorney General’s Office, Colorado Counties, Inc. (“CCI”), Colorado Municipal League (“CML”), and many negotiating local governments detailing that distribution process.

As you may know, the State, as well as several Colorado local governments, have pursued litigation against various pharmaceutical companies for their role in causing the opioid epidemic in Colorado. That litigation recently resulted in settlements with Purdue Pharma, McKinsey & Co., Johnson & Johnson, AmerisourceBergen, Cardinal Health, and McKesson, resulting in up to approximately \$400 million in settlement funds for both the State and Colorado local governments to abate the opioid crisis. To maximize the settlement funds within Colorado, it is important that all Colorado counties and municipalities participate in these settlements and the distribution process by executing four documents:

1. The MOU that lays out the allocation of Opioid recoveries in the State of Colorado;
2. The Subdivision Settlement Participation Form that releases subdivisions’ legal claims against Johnson & Johnson;
3. The Subdivision Settlement Participation Form that releases subdivisions’ legal claims against AmerisourceBergen, Cardinal Health, and McKesson; and
4. The Colorado Subdivision Escrow Agreement that ensures subdivisions’ legal claims are released only when 95% participation by certain local governments has been reached. That 95% participation threshold is important because it triggers certain amounts of incentive payments under the settlements and signals to the settling pharmaceutical companies that the settlements have wide acceptance.

We are asked to present the MOU, Subdivision Settlement Participation Forms, and Colorado Subdivision Escrow Agreement to the Town Board to approve and direct execution of the documents on behalf of the Town of Palmer Lake. With prompt execution and return, Colorado and local government will be in a position to maximize the share of the settlements and begin putting the settlement funds to use abating the crisis in our communities.

PD is supportive of this effort to fund training and stocking the Naloxone shot with your support.

**COLORADO OPIOIDS SETTLEMENT MEMORANDUM OF UNDERSTANDING  
("MOU")**

Thursday, August 26, 2021

August 25, 2021 Attorney General version

**A. Definitions**

As used in this MOU:

1. "Approved Purpose(s)" shall mean forward-looking strategies, programming, and services to abate the opioid epidemic as identified by the terms of any Settlement. If a Settlement is silent on Approved Purpose(s), then Approved Purpose(s) shall mean those forward-looking strategies to abate the opioid epidemic identified in **Exhibit A** or any supplemental forward-looking abatement strategies added to **Exhibit A** by the Abatement Council. Consistent with the terms of any Settlement, "Approved Purposes" shall also include the reasonable administrative costs associated with overseeing and administering Opioid Funds from each of the four (4) Shares described in Section (B)(2). Reimbursement by the State or Local Governments for past expenses are not Approved Purpose(s). "Approved Purposes" shall include attorneys' fees and expenses incurred in the course of the opioid litigation that are paid through the process discussed below.
2. "County Area" shall mean a county in the State of Colorado plus the Local Governments, or portion of any Local Government, within that county.
3. "Effective Date" shall mean the date on which a court of competent jurisdiction, including any bankruptcy court, enters the first Settlement by order or consent decree. The Parties anticipate that more than one Settlement will be administered according to the terms of this MOU, but that the first entered Settlement will trigger the formation of the Abatement Council in Section (C) and the Regional Councils in Section (F)(5).<sup>1</sup>
4. "General Abatement Fund Council," or "Abatement Council," shall have the meaning described in Section (C), below.

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<sup>1</sup> For the avoidance of doubt, the McKinsey Settlement and any other Settlement that precedes the finalization of drafting this MOU are not considered a trigger for purposes of the calculation of "Effective Date."

5. “Local Government(s)” shall mean all counties in the State of Colorado and the municipalities, towns, and county and city municipal corporations that are listed in **Exhibit B**.
6. “National Opioid Settlement Administrative Fund” shall mean any fund identified by a Settlement for the national distribution of Opioid Funds.
7. “Opioid Funds” shall mean damage awards obtained through a Settlement.
8. “Opioid Settling Defendant” shall mean any person or entity, or its affiliates, that engages in or has engaged in the manufacture, marketing, promotion, distribution, or dispensing of licit opioids.
9. “Participating Local Government(s)” shall mean all Local Governments that sign this MOU, and if required under terms of a particular Settlement, who have executed a release of claims with the Opioid Settlement Defendant(s). For the avoidance of doubt, a Local Government must sign this MOU to become a “Participating Local Government.” Local Governments may designate the appropriate individual from their entity to sign the MOU.
10. “Party” or “Parties” shall mean the State and/or Participating Local Government(s).
11. “Qualified Settlement Fund Account,” or “QSF Account,” shall mean an account set up as a qualified settlement fund, 468b fund, as authorized by Treasury Regulations 1.468B-1(c) (26 CFR §1.468B-1).
12. “Regional Council” shall have the meaning described in Section (F)(5), below.
13. “Settlement” shall mean the negotiated resolution of legal or equitable claims against an Opioid Settling Defendant when that resolution has been jointly entered into by the State and the Participating Local Governments, or by any individual Party or collection of Parties that opt to subject their Settlement to this MOU. Unless otherwise directed by an order from a United States Bankruptcy Court, “Settlement” shall also include distributions from any liquidation under Chapter 7 of the United States Bankruptcy Code or confirmed plan under Chapter 11 of the United States Bankruptcy Code that treats the claims of the State and Local Governments against an Opioid Settling Defendant.
14. “The State” shall mean the State of Colorado acting through its Attorney General and the Colorado Department of Law.

**B. Allocation of Settlement Proceeds**

1. All Opioid Funds shall be held in accordance with the terms of any Settlement. If a Settlement allows Opioid Funds to be held in a National Opioid Settlement Administrative Fund, then Opioid Funds shall be held in such National Opioid Settlement Administrative Fund. If a Settlement does not allow for Opioid Funds

to be held in a National Opioid Settlement Administrative Fund, Opioid Funds shall be held in a Colorado-specific QSF Account or, under the following limited circumstances, in the State’s Custodial Account: 1) if at the time of a Settlement, a Colorado-specific QSF Account is not yet established, although in such case, the Opioid Funds shall be transferred to the Colorado-specific QSF Account once it is established or 2) where the Abatement Fund Council determines Opioids Funds cannot be legally held in a Colorado-specific QSF Account. Regardless of whether Opioid Funds are held in a National Administrative Fund, a Colorado-specific QSF Account, or in the State’s Custodial Account, the Abatement Council shall appoint one of its members to serve as the point of contact in accordance Section (C)(4)(b)(i), below.

2. All Opioid Funds, at the time of a Settlement or at the time designated in the Settlement documents, shall be divided and distributed as follows:<sup>2</sup>
  - a. 10% directly to the State (“State Share”) for Approved Purposes in accordance with Section (D), below;
  - b. 20% directly to Participating Local Governments (“LG Share”) for Approved Purposes in accordance with Section (E), below;
  - c. 60% directly to Regions (“Regional Share”) for Approved Purposes in accordance with Section (F), below; and
  - d. 10% to specific abatement infrastructure projects (“Statewide Infrastructure Share”) for Approved Purposes in accordance with Section (G), below.
3. Distribution of the Shares in Section B(2)(a) – (d) shall be direct, meaning that funds held in accordance with Section B(1) shall be disbursed directly to the State, Participating Local Governments, Regions, and the Statewide Infrastructure Share according to the terms of this MOU.
4. All Opioid Funds, regardless of allocation, shall be used for Approved Purposes.
5. Participating Local Governments may elect to share, pool, or collaborate with their respective allocation of the LG or Regional Shares in any manner they choose, so long as such sharing, pooling, or collaboration is used for Approved Purposes and complies with the terms of this MOU and any Settlement.

### **C. General Abatement Fund Council**

1. A General Abatement Fund Council (the “Abatement Council”), consisting of representatives appointed by the State and Participating Local Governments, shall

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<sup>2</sup> This MOU treats multi-county health departments as county health departments for purposes of allocation and distribution of abatement proceeds and therefore multi-county health departments shall not receive any Opioid Funds directly. Third-Party Payors (“TPPs”) are not Parties to this MOU.

be created to ensure the distribution of Opioid Funds complies with the terms of any Settlement and to provide oversight of the Opioid Funds in accordance with the terms of this MOU.

2. **Membership:** The Abatement Council shall consist of the following thirteen (13) members, who shall serve in their official capacity only.
  - a. **State Members:** Seven (7) members shall be appointed by the State, as authorized volunteers of the State, as follows:
    - (i) A Chair to serve as a non-voting member, except in the event of a tie;
    - (ii) Two (2) members who are licensed professionals with significant experience in substance use disorders;
    - (iii) Three (3) members who are professionals with significant experience in prevention, education, recovery, treatment, criminal justice, rural public health issues, or government administration related to substance use disorders; and
    - (iv) One (1) member or family member affected directly by the opioid crisis.
  - b. **Local Government Members:** Six (6) members shall be appointed by the Participating Local Governments. Local Government Members shall be a County Commissioner, Mayor, City or Town Council Member, or a professional with significant experience in prevention, education, recovery, treatment, criminal justice, rural public health issues, or governmental administration related to substance use disorders. A Participating Local Government may determine which Local Government Members are eligible (or ineligible) to serve on the General Abatement Fund Council. County Commissioners, City or Town Council Members, and/or Mayors from the Regions identified in **Exhibit C** shall collaborate to appoint Local Government Members as follows:
    - (i) Two (2) Members from Regions 1, 5, 13, 14, 15, 17, 18;
    - (ii) Two (2) Members from Regions 2, 6, 7, 8, 9, 10, 11, 12, 16; and
    - (iii) Two (2) Members from Regions 3, 4, 19.
  - c. **Terms:** The Abatement Council shall be established within ninety (90) days of the Effective Date. In order to do so, within sixty (60) days of the Effective Date, the State shall appoint the State Members in accordance with Section (C)(2)(a), and after conferral with the Local Governments, CCI and CML shall jointly appoint six (6) Local Government Members for an initial term not to exceed one year. Thereafter, Members shall be

appointed in accordance with this Section and Sections (C)(2)(a) and (b) and may serve no more than two (2) consecutive two-year terms, for a total of four (4) consecutive years. Except that, beginning in the second year only, two (2) State Members and two (2) Local Government members shall be appointed for a three-year term and may serve one consecutive two-year term thereafter. The Chair shall have no term but may be replaced at the State's discretion.

- (i) If a State or Local Government Member resigns or is otherwise removed from the Abatement Council prior to the expiration of their term, a replacement Member shall be appointed within sixty (60) days in accordance with Sections (C)(2)(a) and (b).
- (ii) If a Local Government Member vacancy exists for more than sixty (60) days, the State shall appoint a replacement Local Government Member to serve until the vacancy is filled in accordance with Section (C)(2)(b).

3. **Duties:** The Abatement Council is primarily responsible for ensuring that the distribution of Opioid Funds complies with the terms of this MOU. The Abatement Council is also responsible for oversight of Opioid Funds from the Regional Share in accordance with Section (F), below, and for developing processes and procedures for the distribution and oversight of Opioid Funds from the Statewide Infrastructure Share in accordance with Section (G) below.
4. **Governance:** The Abatement Council shall draft its own bylaws or other governing documents, which must include appropriate conflict of interest and dispute resolution provisions, in accordance with the terms of this MOU and the following principles:
  - a. **Authority:** The Abatement Council does not have rulemaking authority. The terms of this MOU and any Settlement, as entered by any court of competent jurisdiction, including any bankruptcy court, control the authority of the Abatement Council and the Abatement Council shall not stray outside the bounds of the authority and power vested by this MOU and any Settlement.
  - b. **Administration:** The Abatement Council shall be responsible for an accounting of all Opioid Funds. The Abatement Council shall be responsible for releasing Opioid Funds in accordance with Section (B)(1) for the Regional and Statewide Infrastructure Shares in Sections (B)(2)(c) and (d) and shall develop policies and procedures for the release and oversight of such funds in accordance with Sections (F) and (G). Should the Abatement Council require assistance with providing an accounting of Opioid Funds, it may seek assistance from the State.

- (i) The Abatement Council shall appoint one of its members to serve as a point of contact for the purpose of communicating with the entity holding Opioid Funds in accordance with Section (B)(1) and in that role shall only act as directed by the Abatement Council.
- c. **Transparency:** The Abatement Council shall operate with all reasonable transparency and operate in a manner consistent with all Colorado laws relating to open records and meetings regardless of whether the Abatement Council is otherwise obligated to comply with them.
  - (i) The Abatement Council shall develop a centralized public dashboard or other repository for the publication of expenditure data from any Party or Regional Council that receives Opioid Funds in accordance with Sections (D)-(G).
  - (ii) The Abatement Council may also require outcome related data from any Party or Regional Council that receives Opioid Funds in accordance with Sections (D)-(G) and may publish such outcome related data in the centralized public dashboard or other repository described above. In determining which outcome related data may be required, the Abatement Council shall work with all Parties and Regional Councils to identify appropriate data sets and develop reasonable procedures for collecting such data sets so that the administrative burden does not outweigh the benefit of producing such outcome related data.
  - (iii) For purposes of funding the centralized public dashboard or other repository described above, the Abatement Council shall make good faith efforts to seek funding from outside sources first, otherwise the State shall provide such funding.
- d. **Collaboration:** The Abatement Council shall facilitate collaboration between the State, Participating Local Governments, Regional Councils, and other stakeholders for the purposes of sharing data, outcomes, strategies, and other relevant information related to abating the opioid crisis in Colorado.
- e. **Decision Making:** The Abatement Council shall seek to make all decisions by consensus. In the event consensus cannot be achieved, unless otherwise required in this MOU, the Abatement Council shall make decisions by a majority vote of its Members. The Chair shall only vote in the event of a tie.
- f. **Due Process:** The Abatement Council shall develop the due process procedures required by Section (G)(3)(d) for Parties to dispute or challenge remedial actions taken by the Abatement Council for Opioid Funds from the Statewide Infrastructure Share. The Abatement Council

shall also abide by the due process principles required by Section (F)(12)-(13) for Regions to dispute or challenge remedial actions taken by the Abatement Council for Opioid Funds from the Regional Share.

- g. **Legal Status:** The Abatement Council shall not constitute a separate legal entity.
- h. **Legal Representation:** To the extent permitted by law, the State shall provide legal counsel to State Members for all legal issues arising from those State Members' work on the Abatement Council. At all times, Local Government Members of the Abatement Council are entitled to receive legal representation from their respective governmental entities. In the event of a conflict, the Abatement Council and its members may retain the services of other legal counsel.
- i. **Compensation:** No member of the Abatement Council shall be compensated for their work related to the Abatement Council.

#### D. State Share

- 1. In accordance with Sections (B)(1) and (B)(2)(a), and the terms of any Settlement, the State Share shall be paid directly to the State in accordance with the terms of this Section (D).
- 2. The State maintains full discretion over distribution of the State Share anywhere within the State of Colorado, however, the State Share shall be used for Approved Purposes only. The State will work to reduce administrative costs as much as practicable.
- 3. On an annual basis, as determined by the Abatement Council, the State shall provide all expenditure data, including administrative costs, from the State Share to the Abatement Council for purposes of maintaining transparency in accordance with Section (C)(4)(c)(i). The Abatement Council may require the State to provide additional outcome-related data in accordance with Section (C)(4)(c)(ii) and the State shall comply with such requirements.
- 4. If the State disputes the amount of Opioid Funds it receives from the State Share, the State shall alert the Abatement Council within sixty (60) days of discovering the information underlying the dispute. Failure to alert the Abatement Council within this time frame shall not constitute a waiver of the State's right to seek recoupment of any deficiency in its State Share.

#### E. LG Share

- 1. In accordance with Sections (B)(1) and (B)(2)(b), and the terms of any Settlement, the LG Share shall be paid directly to Participating Local Governments in accordance with the terms of this Section (E).

2. Allocations to Participating Local Governments from the LG Share shall first be determined using the percentages shown in **Exhibit D**.
3. The LG Share for each County Area shall then be allocated among the county and the other Participating Local Governments within it. **Exhibit E** reflects the default allocation that will apply unless the Participating Local Governments within a County Area enter into a written agreement providing for a different allocation. The Participating Local Governments may elect to modify the allocation for a County Area in **Exhibit E**, but such modification to the allocation in **Exhibit E** shall not change a County Area's total allocation under Section (E)(2).
4. A Local Government that chooses not to become a Participating Local Government will not receive a direct allocation from the LG Share. The portion of the LG Share that would have been allocated to a Local Government that is not a Participating Local Government will instead be re-allocated to the Regional Share for the Region where the Local Government is located, in accordance with Section (F), below.
5. In the event a Participating Local Government dissolves or ceases to exist during the term of any Settlement, the allocation for that Participating Local Government from the LG Share shall be re-allocated as directed by any Settlement, and if not specified, be re-allocated to the Regional Share for the Region in which the Participating Local Government was located, in accordance with Section (F). If a Participating Local Government merges with another Participating Local Government, the allocation for that Participating Local Government from the LG Share shall be re-allocated as directed by any Settlement, and if not specified, shall be re-allocated to the successor Participating Local Government's allocation of the LG Share. If a Participating Local Government merges with a Local Government that is not a Participating Local Government, the allocation for that Participating Local Government from the LG Share shall be re-allocated as directed by any Settlement, and if not specified, be re-allocated to the Region in which the merging Participating Local Government was located, in accordance with Section (F), below.
6. A Participating Local Government may forego its allocation of the LG Share and direct its allocation to the Regional Share for the Region where the Participating Local Government is located, in accordance with Section (F) below, by affirmatively notifying the Abatement Council on an annual basis of its decision to forego its allocation of the LG Share. A Participating Local Government's election to forego its allocation of the LG Share shall carry over to the following year unless the Participating Local Government notifies the Abatement Council otherwise. If a Participating Local Government elects to forego its allocation of the LG Share, the Participating Local Government shall be excused from the reporting requirements required by Section (E)(8).
7. Participating Local Governments maintain full discretion over the distribution of their allocation of the LG Share anywhere within the State of Colorado, however,

all Participating Local Governments shall use their allocation from the LG Share for Approved Purposes only. Reasonable administrative costs for a Participating Local Government to administer its allocation of the LG Share shall not exceed actual costs or 10% of the Participating Local Government's allocation of the LG Share, whichever is less.

8. On an annual basis, as determined by the Abatement Council, all Participating Local Governments shall provide all expenditure data, including administrative costs, from their allocation of the LG Share to the Abatement Council for purposes of maintaining transparency in accordance with Section (C)(4)(c)(i). The Abatement Council may require Participating Local Governments to provide additional outcome related data in accordance with Section (C)(4)(c)(ii) and all Participating Local Governments shall comply with such requirements.
9. If any Participating Local Government disputes the amount of Opioid Funds it receives from its allocation of the LG Share, the Participating Local Government shall alert the Abatement Council within sixty (60) days of discovering the information underlying the dispute. Failure to alert the Abatement Council within this time frame shall not constitute a waiver of the Participating Local Government's right to seek recoupment of any deficiency in its LG Share.

#### **F. Regional Share**

1. In accordance with Sections (B)(1) and (B)(2)(c), and the terms of any Settlement, the Regional Share shall be paid to the Regions in accordance with the terms of this Section (F).
2. Participating Local Governments shall organize themselves into the Regions depicted in **Exhibit C**. Municipalities located in multiple Regions may join all or some of the Regions in which they are located according to **Exhibit C**.
3. Allocations to Regions will be distributed according to **Exhibit F**. For multi-county Regions, each Region's share listed in **Exhibit F** is calculated by summing the individual percentage shares listed in **Exhibit D** for the counties within that Region. The percentages in **Exhibit F** are based on the assumption that every Local Government in each Region becomes a Participating Local Government.
4. In the event a city, town, or other municipality that is a Participating Local Government merges, dissolves, or ceases to exist during the term of any Settlement, the allocation of the Regional Share owed to the Region in which that Participating Local Government existed shall be re-allocated as directed by any Settlement, and if not specified, shall not be modified from **Exhibit F**. If a county that is a Participating Local Government merges with another county within its Region, the allocation of the Regional Share owed to the Region in which that county existed shall be re-allocated as directed by any Settlement, and if not specified, shall not be modified from **Exhibit F**. If a county that is a Participating Local Government merges with a county in a different Region during the term of

any Settlement, the allocation of the Regional Share owed to the Region in which that county existed shall be re-allocated as directed by any Settlement, and if not specified, shall be re-allocated to the Region in which that Participating Local Government merged in accordance with **Exhibit F**.

5. Each Region must create its own Regional Council while giving consideration to the regional governance models illustrated in **Exhibit G**. The Regional Council must be formed by the Participating Local Governments within the Region and each Regional Council shall designate a fiscal agent for the Region. Regional fiscal agents shall be county or municipal governments only. All funds from the Regional Share shall be distributed to the Regional Council's identified fiscal agent for the benefit of the entire Region.
  - a. Subject to this Section F(5), each Region may draft its own intra-regional agreements, bylaws, or other governing documents to determine how the Regional Council will operate. However, each voting member of a Regional Council shall be an employee or elected official of a Participating Local Government within the applicable Region. In the case of Denver, the voting members of its Regional Council shall be appointed by the Mayor. In the case of Broomfield, the voting members of its Regional Council shall be appointed by the Broomfield City and County Manager.
  - b. The Region shall not receive any Opioid Funds from the Regional Share until the Region certifies to the Abatement Council that its Regional Council has been formed and a fiscal agent has been designated. Such certification shall be in a simple form adopted by the Region and may be made via email, so long as it includes the names and affiliations of the Regional Council's members and the designated fiscal agent.
  - c. If a Region does not form and certify its Regional Council and designate its fiscal agent within one-hundred and eighty (180) days of the Effective Date, the Abatement Council shall appoint members to the Region's Regional Council. Regional Council members appointed by the Abatement Council shall serve until the Region certifies the formation of its Regional Council to the Abatement Council.
  - d. A Region shall submit a renewed certification required by Section (F)(5)(b), above, when its membership changes.
  - e. If a membership vacancy exists on a Regional Council for more than ninety (90) days and the Regional Council is unable to fill the vacancy by its regular procedures during that time, the Abatement Council shall appoint a replacement member to serve until the Region fills the vacancy.

6. A Local Government that chooses not to become a Participating Local Government shall not receive any Opioid Funds from the Regional Share or participate in the Regional Councils described in Section (F)(5) above.
7. Each Regional Council shall make requests to the Abatement Council for Opioid Funds from their allocation of the Regional Share. Each Regional Council's request for Opioid Funds from the Regional Share shall be accompanied by a 2-year plan identifying the Approved Purposes for which the requested funds will be used by the Region anywhere within the State of Colorado. A Regional Council's 2-year plan may be amended so long as such amendments comply with the terms of this MOU and any Settlement. Any Regional Council may seek assistance from the Abatement Council for purposes of developing its 2-year plan.
8. Reasonable administrative costs for a Regional Council to administer its Region's allocation of the Regional Share shall not exceed actual costs or 10% of the Region's allocation of the Regional Share, whichever is less.
9. The Abatement Council shall release funds requested by a Regional Council in accordance with Section (B)(1) if the Regional Council's 2-year plan complies with the Approved Purposes, the terms of this MOU, and the terms of any Settlement. The Abatement Council shall not deny any funding request from a Regional Council on the basis that the Abatement Council does not approve or agree with the Approved Purposes for which a Regional Council requests Opioid Funds from the Regional Share. Nor may the Abatement Council hold up, delay, or make unreasonable requests for additional or supporting information of the Regional Council prior to releasing the requested Opioid Funds. The purpose of this MOU is to facilitate Opioid Funds to their intended recipients quickly and efficiently with minimal administrative procedure.
10. On an annual basis, as determined by the Abatement Council, each Regional Council's fiscal agent shall provide to the Abatement Council the Regional Council's expenditure data, including administrative costs, from their allocation of the Regional Share and certify to the Abatement Council that the Regional Council's expenditures were for Approved Purposes and complied with its 2-year plan. The Regional Council shall subject itself to an accounting at the Abatement Council's discretion.
  - a. The Abatement Council shall review a Regional Council's expenditure data and certification to ensure compliance with the Regional Council's 2-year plan, the Approved Purposes, and the terms of this MOU and any Settlement.
  - b. The Abatement Council shall publish the Regional Council's expenditure data, including administrative costs, from the Regional Share in accordance with Section (C)(4)(c)(i). The Abatement Council may require Regional Councils to provide additional outcome related data in

accordance with Section (C)(4)(c)(ii) and all Regional Councils shall comply with such requirements.

11. If any Regional Council disputes the amount of Opioid Funds it receives from its allocation of the Regional Share, the Regional Council shall alert the Abatement Council within sixty (60) days of discovering the information underlying the dispute. Failure to alert the Abatement Council within this time frame shall not constitute a waiver of the Regional Council's right to seek recoupment of any deficiency in its Regional Share.
12. If the Abatement Council has reason to believe a Region's expenditure of its allocation of the Regional Share did not comply with the Region's 2-year Plan, the Approved Purposes, the terms of this MOU or any Settlement, as described in this Section (F), or that the Region otherwise misused its allocation of the Regional Share, the Abatement Council may take remedial action against the alleged offending Region. Such remedial action is left to the discretion of the Abatement Council and may include but not be limited to, withholding future Opioids Funds owed to the offending Region or requiring the offending Region to reimburse improperly expended Opioid Funds to the Regional Share.
13. Within one hundred and twenty (120) days of the Abatement Council being formed, in accordance with Section (C)(2)(c) above, the Abatement Council shall develop and publish due process procedures for allowing a Region to challenge or dispute any remedial action taken by the Abatement Council, including timelines during which the Region may engage in such a challenge or dispute. Such due process procedures shall reflect, at a minimum, the following principles:
  - a. Upon learning of any conduct that may warrant remedial action against a Region, the Abatement Council shall first provide notice to the Region of the conduct at issue, provide the Region an opportunity to respond, and, if appropriate, cure the alleged offending conduct. If after providing the Region such notice and opportunities to respond and cure, the Abatement Council continues to believe remedial action is warranted, the Abatement Council may take such remedial action.
  - b. If the Abatement Council decides to take remedial action against an alleged offending Region, such action may only occur by a two-thirds supermajority vote of the Abatement Council. Thus, an Abatement Council made up of twelve (12) voting members requires a vote of eight (8) Members prior to taking remedial action against an alleged offending Region.
  - c. Prior to taking any remedial action against an alleged offending Region, the Abatement Council shall first provide notice to the alleged offending Region of the remedial action to be taken and the facts underlying such remedial action. The Abatement Council shall then provide the alleged

offending Region an opportunity to challenge or dispute the remedial action in accordance with, at a minimum, the principles below:

- i. The alleged offending Region may request revisions or modifications to the proposed remedial action;
  - ii. The alleged offending Region may submit a written response to and/or request a hearing before the Abatement Council, or a third-party hearing officer,<sup>3</sup> regarding the alleged offending conduct and proposed remedial action; and
  - iii. After such written responses are submitted and reviewed and/or a hearing is conducted, the alleged offending Region may submit an appeal to the Abatement Council of the decision to take remedial action.
- d. Remedial actions taken by the Abatement Council, in accordance with the due process principles detailed above, shall be considered final non-appealable orders and offending Regions may not seek judicial relief from remedial action taken by the Abatement Council, except as provided in Section (H), below.
- e. Subject to Section (H)(2), below, if any Party(ies) believes the Abatement Council violated the terms of this MOU, such Party(ies) may seek to enforce the terms of this MOU.

14. If the Abatement Council has reason to believe a Region's conduct, or the conduct of any Participating Local Government or individual in that Region, amounts to a violation of any criminal law, the Abatement Council shall refer such matters to the appropriate authorities and may consider such conduct in its determination of any remedial action to be taken.

15. If the Abatement Council has reason to believe that an individual involved in the receipt or administration of Opioid Funds from the Regional Share has violated any applicable ethics rules or codes, the Abatement Council shall not attempt to adjudicate such a violation. In such instances, the Abatement Council shall lodge a complaint with the appropriate forum for handling such ethical matters, such as a local home rule municipality's ethics board.

16. Costs associated with the Abatement Council's distribution and oversight of the Regional Share, as described above in this Section (F), including costs associated with any remedial action by the Abatement Council, shall be paid from the Statewide

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<sup>3</sup> Only an alleged offending Region may request the appointment of a third-party hearing officer to review any written responses and conduct any requested hearings. If an alleged offending Region makes such a request, the Abatement Council has sole discretion to appoint the third-party hearing officer and the alleged offending Region shall bear the cost of such review and/or hearing by the third-party hearing officer.

Infrastructure Share. The Abatement Council shall make all good faith efforts to limit such costs to the greatest extent possible.

**G. Statewide Infrastructure Share**

1. In accordance with Sections B(1) and (B)(2)(d), and the terms of any Settlement, the Statewide Infrastructure Share shall be paid to any Party or Regional Council in accordance with this Section (G).
2. The purpose of the Statewide Infrastructure Share is to promote capital improvements and provide operational assistance for developing or improving the infrastructure necessary to abate the opioid crisis anywhere within the State of Colorado. The Statewide Infrastructure Share is intended to supplement Opioid Funds received by any Party or Region.
3. Prior to distributing any Opioid Funds from the Statewide Infrastructure Share, the Abatement Council shall establish and publish policies and procedures for the distribution and oversight of the Statewide Infrastructure Share, including processes for Parties or Regions to apply for Opioid Funds from the Statewide Infrastructure Share. The Abatement Council's policies and procedures shall, at a minimum, reflect the following principles:
  - a. Opioid Funds from the Statewide Infrastructure Share shall be used for Approved Purposes only;
  - b. Opioid Funds from the Statewide Infrastructure Share shall be paid directly to the appropriate state agencies (including but not limited to the Colorado Department of Law), Regional fiscal agents, or Participating Local Governments only;
  - c. Distribution and oversight of the Statewide Infrastructure Share shall comply with the terms of this MOU and any Settlement;
  - d. Appropriate processes for remedial action will be taken against Parties or Regions that misuse Opioid Funds from the Statewide Infrastructure Share. Such processes shall include procedures for alleged offending Parties or Regions to challenge or dispute such remedial action; and
  - e. Limitations on administrative costs to be expended by recipients for administering Opioid Funds received from the Statewide Infrastructure Fund, not to exceed actual costs expended by the recipient or 10% of the amount received, whichever is less.
4. The distribution and oversight policies and procedures developed by the Abatement Council, in accordance with Section (G)(3), shall be non-appealable orders and no Party or Region may seek judicial relief related to the distribution and oversight of the Statewide Infrastructure Share.

5. On an annual basis, as determined by the Abatement Council, any Party or Regional Council that receives funds from the Statewide Infrastructure Share shall provide all expenditure data, including administrative costs, related to any Opioid Funds it received from the Statewide Infrastructure Share and subject itself to an accounting as required by the Abatement Council. The Abatement Council shall publish all expenditure data from the Statewide Infrastructure Share in accordance with Section (C)(4)(c)(i). The Abatement Council may require the Parties or Regional Councils that receive funds from the Statewide Infrastructure Share to provide additional outcome related data in accordance with Section (C)(4)(c)(ii) and the Parties or Regional Councils shall comply with such requirements.
6. Costs associated with the Abatement Council's distribution and oversight of the Statewide Infrastructure Share, as described in this Section (G), shall be paid for from the Statewide Infrastructure Share. The Abatement Council shall make all good faith efforts to limit such costs to the greatest extent possible.

#### **H. General Terms**

1. All Parties and Regional Councils shall maintain all records related to the receipt and expenditure of Opioid Funds for no less than five (5) years and shall make such records available for review by the Abatement Council, any other Party or Regional Council, or the public. Records requested by the public shall be produced in accordance with Colorado's open records laws. Records requested by the Abatement Council or another Party or a Regional Council shall be produced within twenty-one (21) days of the date the record request was received. This requirement does not supplant any Party or Regional Council's obligations under Colorado's open records laws.
2. If any Party(ies) believes the Abatement Council has violated the terms of this MOU, the alleging Party(ies) may seek to enforce the terms of this MOU, provided the alleging Party(ies) first provides notice to the Abatement Council of the alleged violation and a reasonable opportunity to cure the alleged violation. In such an enforcement action, the alleging Party(ies) may only seek to enforce the terms of the MOU against the State and the Participating Local Governments from which the Local Government Members of the Abatement Council were appointed and may only seek declaratory and/or injunctive relief. In defense of such an enforcement action, the State's Members of the Abatement Council shall be represented by the State and the Local Government Members shall be represented by the Participating Local Governments from which the Local Government Members were appointed. In the event of a conflict, the Abatement Council and its Members may seek outside representation to defend itself against such an enforcement action.
3. If any Party(ies) believes another Party(ies), not including the Abatement Council, violated the terms of this MOU, the alleging Party(ies) may seek to enforce the terms of this MOU in the court in which any applicable Settlement(s) was entered, provided the alleging Party(ies) first provide the alleged offending Party(ies)

notice of the alleged violation(s) and a reasonable opportunity to cure the alleged violation(s). In such an enforcement action, any alleging Party or alleged offending Party(ies) may be represented by their respective public entity in accordance with Colorado law.

4. Nothing in this MOU shall be interpreted to waive the right of any Party to seek judicial relief for conduct occurring outside the scope of this MOU that violates any Colorado law. In such an action, the alleged offending Party(ies), including the Abatement Council, may be represented by their respective public entities in accordance with Colorado law. In the event of a conflict, any Party, including the Abatement Council and its Members, may seek outside representation to defend itself against such an action.
5. If any Party(ies) believes another Party(ies), Region(s), or individual(s) involved in the receipt, distribution, or administration of Opioids Funds has violated any applicable ethics codes or rules, a complaint shall be lodged with the appropriate forum for handling such matters, such as a local home rule municipality's ethics board.
6. If any Party(ies) believes another Party(ies), Region(s), or individual(s) involved in the receipt, distribution, or administration of Opioid Funds violated any Colorado criminal law, such conduct shall be reported to the appropriate criminal authorities.
7. Venue for any legal action related to this MOU shall be in a court of competent jurisdiction where any applicable Settlement(s) is entered.
8. Because recovery under the terms of different Settlement(s) may vary depending on the number of Parties required to effectuate a Settlement, the Parties may conditionally agree to sign on to the MOU through a letter of intent, resolution or similar written statement, declaration or pronouncement declaring their intent to sign on to the MOU if the threshold for Party participation in a specific Settlement is achieved.<sup>4</sup>
9. This MOU may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this MOU. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101, *et seq.* The Parties agree not to deny the legal effect or enforceability of the MOU solely because it is in electronic form or

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<sup>4</sup> For instance, the July 21, 2021 "Distributor Settlement Agreement" includes a "Subdivision Settlement Agreement Form" that, once filled out and executed, is meant to indicate that Local Government's (or Subdivision's) election to participate in that Distributor Settlement and also, to require that Local Government to take steps to formally release any claim it may have against the Settling Distributors. With regard to the Distributor Settlement Agreement or any other Settlements that include a form similar to the Subdivision Settlement Agreement Form, the Parties may still conditionally agree to sign on to the MOU if, for instance, the threshold for Party participation in a specific Settlement is achieved.

because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the MOU in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

- 10. Each party represents that all procedures necessary to authorize such Party’s execution of this MOU have been performed and that the person signing for such Party has been authorized to execute the MOU.

**I. Payment of Counsel and Litigation Expenses Through a Back-Stop Fund**

- 1. Some Settlements, including the McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation (“Distributor”) and Johnson & Johnson/Janssen (“J&J”) settlements, may provide for the payment of all or a portion of the fees and litigation expenses owed by Participating Local Governments to counsel specifically retained to file suit in the opioid litigation. If any Settlement is insufficient to cover the fee obligations of the Participating Local Governments (as discussed and modified by Judge Polster’s Order of August 6 regarding fees for the Distributor and J&J settlements), the deficiencies will be covered as set forth in further detail below.
- 2. The Parties also recognize that, as in the Distributor and J&J settlements, certain Opioid Settling Defendants may offer premiums benefiting the entire state of Colorado when Participating Local Governments agree to the Settlement(s), thereby settling their claims in their on-going lawsuits. For example, below is the chart illustrating how Incentive Payment B (a 25% premium to the entire state) works in the Distributor Settlement at Section IV.F.2.b (p. 20):

Percentage of Litigating Subdivision Population that is Incentive B Eligible Subdivision Population <sup>5</sup>	Incentive Payment B Eligibility Percentage
Up to 85%	0%
85%+	30%
86+	40%
91+	50%
95+	60%
99%+	95%
100%	100%

- 3. If the court in *In Re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio), or if a Settlement establishes a common benefit fund or similar device to compensate attorneys for services rendered and expenses incurred that have benefited plaintiffs generally in the litigation (the “Common Benefit Fund”),

and/or requires certain governmental plaintiffs to pay a share of their recoveries from defendants into the Common Benefit Fund (“Court-Ordered Common Benefit Fund Assessment”), then the Participating Local Governments shall be required to first seek to have their attorneys’ fees and expenses paid through the Common Benefit Fund.

4. For the Distributor and J&J settlements only, counsel for Participating Local Governments shall have their expenses otherwise recoverable from Colorado Participating Local Governments compensated only through the Common Benefit Fund(s) established in those settlement(s). For the avoidance of doubt, counsel for Participating Local Governments may recover their attorneys’ fees through the Distributor and J&J settlements and through the other applicable provisions of this Section (I).
5. In addition, as a means of covering any deficiencies in paying counsel for Participating Local Governments, a supplemental Colorado Attorney Fee Back-Stop Fund shall be established. The Colorado Attorney Fee Back-Stop Fund is to be used to compensate counsel for Participating Local Governments that filed an initial complaint in the opioid litigation by September 1, 2020 (“Litigating Participating Local Governments”).
6. Payments out of the Colorado Attorney Fee Back-Stop Fund shall be determined by a committee (the “Opioid Fee and Expense Committee”). The Opioid Fee and Expense Committee shall consist of the following five (5) members:
  - a. One (1) member appointed by CCI from a litigating county or from a litigating county and city municipal corporation;
  - b. One (1) member appointed by CML from a litigating city;
  - c. One (1) member appointed jointly by CCI and CML from a non-litigating county or city;
  - d. One (1) member appointed by the Attorney General’s Office; and
  - e. One (1) neutral member jointly appointed by all of the other members listed above.
7. The Colorado Attorney Fee Back-Stop Fund shall be funded as follows from any Settlement, excluding settlements involving McKinsey and payments resulting from the Purdue or Mallinckrodt bankruptcy. For purposes only of calculating the funding of the Colorado Attorney Fee Back-Stop Fund, the Parties deem 58% of the total LG Share and Regional Share to be attributable to the Litigating Local Governments. The Colorado Attorney Fee Back-Stop Fund shall be funded by 8.7% of the total LG Share and 4.35% of the total Regional Share at the time such funds are actually received. No funds deposited into the Colorado Attorney Fee Back-Stop Fund will be taken from the Statewide Infrastructure Share or State Share.

8. Counsel for Litigating Participating Local Governments may apply to the Colorado Attorney Fee Back-Stop Fund only after applying to the Common Benefit Fund.
9. Counsel for Litigating Participating Local Governments may apply to the Colorado Attorney Fee Back-Stop Fund for only a shortfall – that is, the difference between what their fee agreements would entitle them to (as limited by this Section (I)) minus what they have already collected from the Common Benefit Fund (including both the “common benefit” and “contingency fee” calculations, if any). If they receive fees/costs for common benefit work in the national fee fund, these fees/costs will be allocated proportionately across all their local government opioid clients based on the allocation model used in the Negotiation Class website to allocate the appropriate portion to Colorado clients.
10. Counsel for Litigating Participating Local Governments are limited to being paid, at most, and assuming adequate funds are available in any Common Benefit Fund and Colorado Attorney Fee Back-Stop Fund, fees in an amount equal to 15% of the LG Share and 7.5% of the Regional Share attributable to their Colorado clients.
11. Any funds remaining in the Colorado Attorney Fee Back-Stop Fund in excess of the amounts needed to cover the fees and litigation expenses owed by Litigating Participating Local Governments to their respective counsel shall revert to the Participating Local Governments according to the allocations described in Sections (E) and (F). Every two years, the Opioid Fee and Expense Committee shall assess the amount remaining in the Colorado Attorney Fee Back-Stop Fund to determine if it is overfunded.
12. Despite the fact that a litigating entity bonus benefits the entire state, no portion of the State Share shall be used to fund the Colorado Attorney Fee Back-Stop Fund or in any other way to fund any Participating Local Government’s attorneys’ fees and expenses. Because the state did not hire outside counsel, any funds for attorneys fees that the state receives from the J&J and Distributor settlement will be deposited into the State Share.
13. To participate in the Colorado Attorney Fee Back-Stop Fund, counsel must follow the requirements of C.R.S. § 13-17-304.

This Colorado Opioids Settlement Memorandum of Understanding is signed

this 26 day of August, 2021 by:

A handwritten signature in blue ink, appearing to read "Philip J. Weiser", is written over a horizontal line.

Colorado Attorney General Philip J. Weiser

This **Colorado Opioids Settlement Memorandum of Understanding** is signed

this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by:

\_\_\_\_\_

Name & Title \_\_\_\_\_

On behalf of \_\_\_\_\_

# Exhibit A

## **POTENTIAL OPIOID ABATEMENT APPROVED PURPOSES**

### **I. TREATMENT**

#### **A. TREATMENT OF OPIOID USE DISORDER AND ITS EFFECTS**

1. Expand availability of treatment, including Medication-Assisted Treatment (MAT), for Opioid Use Disorder (OUD) and any co-occurring substance use or mental health issues.
2. Supportive housing, all forms of FDA-approved MAT, counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it.
3. Treatment of mental health trauma issues that resulted from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking) and for family members (e.g., surviving family members after an overdose or overdose fatality).
4. Expand telehealth to increase access to OUD treatment, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
5. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
6. Scholarships for certified addiction counselors.
7. Clinicians to obtain training and a waiver under the federal Drug Addiction Treatment Act to prescribe MAT for OUD.
8. Training for health care providers, students, and other supporting professionals, such as peer recovery coaches/recovery outreach specialists, including but not limited to training relating to MAT and harm reduction.
9. Dissemination of accredited web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
10. Development and dissemination of new accredited curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service Medication-Assisted Treatment.
11. Development of a multistate/nationally accessible database whereby health care providers can list currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis.

12. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD.
13. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-informed practices such as adequate methadone dosing.

## **B. INTERVENTION**

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer, if necessary) a patient for OUD treatment.
2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorder.
3. Training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on the late adolescence and young adulthood when transition from misuse to opioid disorder is most common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management and/or support services.
6. Support work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
7. Create school-based contacts whom parents can engage to seek immediate treatment services for their child.
8. Develop best practices on addressing OUD in the workplace.
9. Support assistance programs for health care providers with OUD.
10. Engage non-profits and faith community as a system to support outreach for treatment.

## **C. CRIMINAL-JUSTICE-INVOLVED PERSONS**

1. Address the needs of persons involved in the criminal justice system who have OUD and any co-occurring substance use disorders or mental health (SUD/MH) issues.

2. Support pre-arrest diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH issues, including established strategies such as:
  - a. Self-referral strategies such as Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
  - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
  - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received Naloxone to reverse the effects of an overdose are then linked to treatment programs;
  - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model; or
  - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network.
3. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH issues to evidence-informed treatment, including MAT, and related services.
4. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH issues, but only if they provide referrals to evidence-informed treatment, including MAT.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH issues who are incarcerated, on probation, or on parole.
6. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate re-entry services to individuals with OUD and any co-occurring SUD/MH issues who are leaving jail or prison or who have recently left jail or prison.
7. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

**D. WOMEN WHO ARE OR MAY BECOME PREGNANT**

1. Evidence-informed treatment, including MAT, recovery, and prevention services for pregnant women or women who could become pregnant and have OUD.
2. Training for obstetricians and other healthcare personnel that work with pregnant women and their families regarding OUD treatment.

3. Other measures to address Neonatal Abstinence Syndrome, including prevention, care for addiction and education programs.
4. Child and family supports for parenting women with OUD.
5. Enhanced family supports and child care services for parents receiving treatment for OUD.

#### **E. PEOPLE IN TREATMENT AND RECOVERY**

1. The full continuum of care of recovery services for OUD and any co-occurring substance use or mental health issues, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, and connections to community-based services.
2. Identifying successful recovery programs such as physician, pilot, and college recovery programs, and providing support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
3. Training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.
4. Community-wide stigma reduction regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
5. Engaging non-profits and faith community as a system to support family members in their efforts to help the opioid user in the family.

## **II. PREVENTION**

#### **F. PRESCRIBING PRACTICES**

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
2. Academic counter-detailing.
3. Continuing Medical Education (CME) on prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Fund development of a multistate/national prescription drug monitoring program (PDMP) that permits information sharing while providing appropriate safeguards on sharing of private information, including but not limited to:

- a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to OUD.
  - b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database.
6. Educating dispensers on appropriate opioid dispensing.

#### **G. MISUSE OF OPIOIDS**

- 1. Corrective advertising/affirmative public education campaigns.
- 2. Public education relating to drug disposal.
- 3. Drug take-back disposal or destruction programs.
- 4. Fund community anti-drug coalitions that engage in drug-abuse prevention efforts.
- 5. School-based programs that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
- 6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, or training of coalitions in evidence-informed implementation.
- 7. School and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
- 8. Engaging non-profits and faith community as a system to support prevention.

#### **H. OVERDOSE DEATHS AND OTHER HARMS**

- 1. Increasing availability and distribution of naloxone and other drugs that treat overdoses to first responders, overdose patients, opioid users, families and friends of opioid users, schools, community navigators and outreach workers, drug offenders upon release from jail/prison, and other members of the general public.
- 2. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.

3. Developing data tracking software and applications for overdoses/naloxone revivals.
4. Public education relating to emergency responses to overdoses.
5. Free naloxone for anyone in the community.
6. Public education relating to immunity and Good Samaritan laws.
7. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
8. Syringe service programs, including supplies, staffing, space, peer support services, and the full range of harm reduction and treatment services provided by these programs.
9. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

### **III. ADDITIONAL AREAS**

#### **I. SERVICES FOR CHILDREN**

1. Support for children's services: Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

#### **J. FIRST RESPONDERS**

1. Law enforcement expenditures relating to the opioid epidemic.
2. Educating first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
3. Increase electronic prescribing to prevent diversion and forgery.

#### **K. COMMUNITY LEADERSHIP**

1. Regional planning to identify goals for opioid reduction and support efforts or to identify areas and populations with the greatest needs for treatment intervention services.
2. Government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.

**L. STAFFING AND TRAINING**

1. Funding for programs and services regarding staff training and networking to improve staff capability to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-systems coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD (e.g., health care, primary care, pharmacies, PDMPs, etc.).

**M. RESEARCH**

1. Funding opioid abatement research.
2. Research improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to OUD.
3. Support research for novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
4. Support for innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
5. Expanded research for swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
6. Research expanded modalities such as prescription methadone that can expand access to MAT.

**N. OTHER**

1. Administrative costs for any of the approved purposes on this list.

# Exhibit B

## Colorado Local Governments\*

Item 11.

Government Name	County	Gov't Type	Multi-County
<b>Adams County</b>	<b>Adams</b>	<b>County</b>	
Arvada	Adams	City	2 counties
Aurora	Adams	City	3 counties
Bennett	Adams	City	2 counties
Brighton	Adams	City	2 counties
Commerce City	Adams	City	
Federal Heights	Adams	City	
Lochbuie	Adams	City	2 counties
Northglenn	Adams	City	2 counties
Thornton	Adams	City	2 counties
Westminster	Adams	City	2 counties
<b>Alamosa County</b>	<b>Alamosa</b>	<b>County</b>	
Alamosa	Alamosa	City	
Hooper	Alamosa	City	
<b>Arapahoe County</b>	<b>Arapahoe</b>	<b>County</b>	
Aurora	Arapahoe	City	3 counties
Bennett	Arapahoe	City	2 counties
Bow Mar	Arapahoe	City	2 counties
Centennial	Arapahoe	City	
Cherry Hills Village	Arapahoe	City	
Columbine Valley	Arapahoe	City	
Deer Trail	Arapahoe	City	
Englewood	Arapahoe	City	
Foxfield	Arapahoe	City	
Glendale	Arapahoe	City	
Greenwood Village	Arapahoe	City	
Littleton	Arapahoe	City	3 counties
Sheridan	Arapahoe	City	
<b>Archuleta County</b>	<b>Archuleta</b>	<b>County</b>	
Pagosa Springs	Archuleta	City	
<b>Baca County</b>	<b>Baca</b>	<b>County</b>	
Campo	Baca	City	
Pritchett	Baca	City	
Springfield	Baca	City	
Two Buttes	Baca	City	
Vilas	Baca	City	
Walsh	Baca	City	
<b>Bent County</b>	<b>Bent</b>	<b>County</b>	
Las Animas	Bent	City	
<b>Boulder County</b>	<b>Boulder</b>	<b>County</b>	
Boulder	Boulder	City	
Erie	Boulder	City	2 counties
Jamestown	Boulder	City	
Lafayette	Boulder	City	

## Colorado Local Governments\*

Item 11.

Government Name	County	Gov't Type	Multi-County
Longmont	Boulder	City	2 counties
Louisville	Boulder	City	
Lyons	Boulder	City	
Nederland	Boulder	City	
Superior	Boulder	City	2 counties
Ward	Boulder	City	
<b>Broomfield</b>	<b>Broomfield</b>	<b>City/County</b>	
<b>Chaffee County</b>	<b>Chaffee</b>	<b>County</b>	
Buena Vista	Chaffee	City	
Poncha Springs	Chaffee	City	
Salida	Chaffee	City	
<b>Cheyenne County</b>	<b>Cheyenne</b>	<b>County</b>	
Cheyenne Wells	Cheyenne	City	
Kit Carson	Cheyenne	City	
<b>Clear Creek County</b>	<b>Clear Creek</b>	<b>County</b>	
Central City	Clear Creek	City	2 counties
Empire	Clear Creek	City	
Georgetown	Clear Creek	City	
Idaho Springs	Clear Creek	City	
Silver Plume	Clear Creek	City	
<b>Conejos County</b>	<b>Conejos</b>	<b>County</b>	
Antonito	Conejos	City	
La Jara	Conejos	City	
Manassa	Conejos	City	
Romeo	Conejos	City	
Sanford	Conejos	City	
<b>Costilla County</b>	<b>Costilla</b>	<b>County</b>	
Blanca	Costilla	City	
San Luis	Costilla	City	
<b>Crowley County</b>	<b>Crowley</b>	<b>County</b>	
Crowley	Crowley	City	
Olney Springs	Crowley	City	
Ordway	Crowley	City	
Sugar City	Crowley	City	
<b>Custer County</b>	<b>Custer</b>	<b>County</b>	
Silver Cliff	Custer	City	
Westcliffe	Custer	City	
<b>Delta County</b>	<b>Delta</b>	<b>County</b>	
Cedaredge	Delta	City	
Crawford	Delta	City	
Delta	Delta	City	
Hotchkiss	Delta	City	
Orchard City	Delta	City	
Paonia	Delta	City	

## Colorado Local Governments\*

Item 11.

Government Name	County	Gov't Type	Multi-County
<b>Denver</b>	<b>Denver</b>	<b>City/County</b>	
<b>Dolores County</b>	<b>Dolores</b>	<b>County</b>	
Dove Creek	Dolores	City	
Rico	Dolores	City	
<b>Douglas County</b>	<b>Douglas</b>	<b>County</b>	
Aurora	Douglas	City	3 counties
Castle Pines	Douglas	City	
Castle Rock	Douglas	City	
Larkspur	Douglas	City	
Littleton	Douglas	City	3 counties
Lone Tree	Douglas	City	
Parker	Douglas	City	
<b>Eagle County</b>	<b>Eagle</b>	<b>County</b>	
Avon	Eagle	City	
Basalt	Eagle	City	2 counties
Eagle	Eagle	City	
Gypsum	Eagle	City	
Minturn	Eagle	City	
Red Cliff	Eagle	City	
Vail	Eagle	City	
<b>El Paso County</b>	<b>El Paso</b>	<b>County</b>	
Calhan	El Paso	City	
Colorado Springs	El Paso	City	
Fountain	El Paso	City	
Green Mountain Falls	El Paso	City	2 counties
Manitou Springs	El Paso	City	
Monument	El Paso	City	
Palmer Lake	El Paso	City	
Ramah	El Paso	City	
<b>Elbert County</b>	<b>Elbert</b>	<b>County</b>	
Elizabeth	Elbert	City	
Kiowa	Elbert	City	
Simla	Elbert	City	
<b>Fremont County</b>	<b>Fremont</b>	<b>County</b>	
Brookside	Fremont	City	
Cañon City	Fremont	City	
Coal Creek	Fremont	City	
Florence	Fremont	City	
Rockvale	Fremont	City	
Williamsburg	Fremont	City	
<b>Garfield County</b>	<b>Garfield</b>	<b>County</b>	
Carbondale	Garfield	City	
Glenwood Springs	Garfield	City	
New Castle	Garfield	City	

## Colorado Local Governments\*

Item 11.

Government Name	County	Gov't Type	Multi-County
Parachute	Garfield	City	
Rifle	Garfield	City	
Silt	Garfield	City	
<b>Gilpin County</b>	<b>Gilpin</b>	<b>County</b>	
Black Hawk	Gilpin	City	
Central City	Gilpin	City	2 counties
<b>Grand County</b>	<b>Grand</b>	<b>County</b>	
Fraser	Grand	City	
Granby	Grand	City	
Grand Lake	Grand	City	
Hot Sulphur Springs	Grand	City	
Kremmling	Grand	City	
Winter Park	Grand	City	
<b>Gunnison County</b>	<b>Gunnison</b>	<b>County</b>	
Crested Butte	Gunnison	City	
Gunnison	Gunnison	City	
Marble	Gunnison	City	
Mount Crested Butte	Gunnison	City	
Pitkin	Gunnison	City	
<b>Hinsdale County</b>	<b>Hinsdale</b>	<b>County</b>	
Lake City	Hinsdale	City	
<b>Huerfano County</b>	<b>Huerfano</b>	<b>County</b>	
La Veta	Huerfano	City	
Walsenburg	Huerfano	City	
<b>Jackson County</b>	<b>Jackson</b>	<b>County</b>	
Walden	Jackson	City	
<b>Jefferson County</b>	<b>Jefferson</b>	<b>County</b>	
Arvada	Jefferson	City	2 counties
Bow Mar	Jefferson	City	2 counties
Edgewater	Jefferson	City	
Golden	Jefferson	City	
Lakeside	Jefferson	City	
Lakewood	Jefferson	City	
Littleton	Jefferson	City	3 counties
Morrison	Jefferson	City	
Mountain View	Jefferson	City	
Superior	Jefferson	City	2 counties
Westminster	Jefferson	City	2 counties
Wheat Ridge	Jefferson	City	
<b>Kiowa County</b>	<b>Kiowa</b>	<b>County</b>	
Eads	Kiowa	City	
Haswell	Kiowa	City	
Sheridan Lake	Kiowa	City	
<b>Kit Carson County</b>	<b>Kit Carson</b>	<b>County</b>	

## Colorado Local Governments\*

Item 11.

Government Name	County	Gov't Type	Multi-County
Bethune	Kit Carson	City	
Burlington	Kit Carson	City	
Flagler	Kit Carson	City	
Seibert	Kit Carson	City	
Stratton	Kit Carson	City	
Vona	Kit Carson	City	
<b>La Plata County</b>	<b>La Plata</b>	<b>County</b>	
Bayfield	La Plata	City	
Durango	La Plata	City	
Ignacio	La Plata	City	
<b>Lake County</b>	<b>Lake</b>	<b>County</b>	
Leadville	Lake	City	
<b>Larimer County</b>	<b>Larimer</b>	<b>County</b>	
Berthoud	Larimer	City	2 counties
Estes Park	Larimer	City	
Fort Collins	Larimer	City	
Johnstown	Larimer	City	2 counties
Loveland	Larimer	City	
Timnath	Larimer	City	2 counties
Wellington	Larimer	City	
Windsor	Larimer	City	2 counties
<b>Las Animas County</b>	<b>Las Animas</b>	<b>County</b>	
Aguilar	Las Animas	City	
Branson	Las Animas	City	
Cokedale	Las Animas	City	
Kim	Las Animas	City	
Starkville	Las Animas	City	
Trinidad	Las Animas	City	
<b>Lincoln County</b>	<b>Lincoln</b>	<b>County</b>	
Arriba	Lincoln	City	
Genoa	Lincoln	City	
Hugo	Lincoln	City	
Limon	Lincoln	City	
<b>Logan County</b>	<b>Logan</b>	<b>County</b>	
Crook	Logan	City	
Fleming	Logan	City	
Illiff	Logan	City	
Merino	Logan	City	
Peetz	Logan	City	
Sterling	Logan	City	
<b>Mesa County</b>	<b>Mesa</b>	<b>County</b>	
Collbran	Mesa	City	
De Beque	Mesa	City	
Fruita	Mesa	City	

## Colorado Local Governments\*

Item 11.

Government Name	County	Gov't Type	Multi-County
Grand Junction	Mesa	City	
Palisade	Mesa	City	
<b>Mineral County</b>	<b>Mineral</b>	<b>County</b>	
City of Creede	Mineral	City	
<b>Moffat County</b>	<b>Moffat</b>	<b>County</b>	
Craig	Moffat	City	
Dinosaur	Moffat	City	
<b>Montezuma County</b>	<b>Montezuma</b>	<b>County</b>	
Cortez	Montezuma	City	
Dolores	Montezuma	City	
Mancos	Montezuma	City	
<b>Montrose County</b>	<b>Montrose</b>	<b>County</b>	
Montrose	Montrose	City	
Naturita	Montrose	City	
Nucla	Montrose	City	
Olathe	Montrose	City	
<b>Morgan County</b>	<b>Morgan</b>	<b>County</b>	
Brush	Morgan	City	
Fort Morgan	Morgan	City	
Hillrose	Morgan	City	
Log Lane Village	Morgan	City	
Wiggins	Morgan	City	
<b>Otero County</b>	<b>Otero</b>	<b>County</b>	
Cheraw	Otero	City	
Fowler	Otero	City	
La Junta	Otero	City	
Manzanola	Otero	City	
Rocky Ford	Otero	City	
Swink	Otero	City	
<b>Ouray County</b>	<b>Ouray</b>	<b>County</b>	
Ouray	Ouray	City	
Ridgway	Ouray	City	
<b>Park County</b>	<b>Park</b>	<b>County</b>	
Alma	Park	City	
Fairplay	Park	City	
<b>Phillips County</b>	<b>Phillips</b>	<b>County</b>	
Haxtun	Phillips	City	
Holyoke	Phillips	City	
Paoli	Phillips	City	
<b>Pitkin County</b>	<b>Pitkin</b>	<b>County</b>	
Aspen	Pitkin	City	
Basalt	Pitkin	City	2 counties
Snowmass Village	Pitkin	City	
<b>Prowers County</b>	<b>Prowers</b>	<b>County</b>	

## Colorado Local Governments\*

Item 11.

Government Name	County	Gov't Type	Multi-County
Granada	Prowers	City	
Hartman	Prowers	City	
Holly	Prowers	City	
Lamar	Prowers	City	
Wiley	Prowers	City	
<b>Pueblo County</b>	<b>Pueblo</b>	<b>County</b>	
Boone	Pueblo	City	
Pueblo	Pueblo	City	
Rye	Pueblo	City	
<b>Rio Blanco County</b>	<b>Rio Blanco</b>	<b>County</b>	
Meeker	Rio Blanco	City	
Rangely	Rio Blanco	City	
<b>Rio Grande County</b>	<b>Rio Grande</b>	<b>County</b>	
Center	Rio Grande	City	2 counties
Del Norte	Rio Grande	City	
Monte Vista	Rio Grande	City	
South Fork	Rio Grande	City	
<b>Routt County</b>	<b>Routt</b>	<b>County</b>	
Hayden	Routt	City	
Oak Creek	Routt	City	
Steamboat Springs	Routt	City	
Yampa	Routt	City	
<b>Saguache County</b>	<b>Saguache</b>	<b>County</b>	
Bonanza	Saguache	City	
Center	Saguache	City	2 counties
Crestone	Saguache	City	
Moffat	Saguache	City	
Saguache	Saguache	City	
<b>San Juan County</b>	<b>San Juan</b>	<b>County</b>	
Silverton	San Juan	City	
<b>San Miguel County</b>	<b>San Miguel</b>	<b>County</b>	
Mountain Village	San Miguel	City	
Norwood	San Miguel	City	
Ophir	San Miguel	City	
Sawpit	San Miguel	City	
Telluride	San Miguel	City	
<b>Sedgwick County</b>	<b>Sedgwick</b>	<b>County</b>	
Julesburg	Sedgwick	City	
Ovid	Sedgwick	City	
Sedgwick	Sedgwick	City	
<b>Summit County</b>	<b>Summit</b>	<b>County</b>	
Blue River	Summit	City	
Breckenridge	Summit	City	
Dillon	Summit	City	

## Colorado Local Governments\*

Item 11.

Government Name	County	Gov't Type	Multi-County
Frisco	Summit	City	
Montezuma	Summit	City	
Silverthorne	Summit	City	
<b>Teller County</b>	<b>Teller</b>	<b>County</b>	
Cripple Creek	Teller	City	
Green Mountain Falls	Teller	City	2 counties
Victor	Teller	City	
Woodland Park	Teller	City	
<b>Washington County</b>	<b>Washington</b>	<b>County</b>	
Akron	Washington	City	
Otis	Washington	City	
<b>Weld County</b>	<b>Weld</b>	<b>County</b>	
Ault	Weld	City	
Berthoud	Weld	City	2 counties
Brighton	Weld	City	2 counties
Dacono	Weld	City	
Eaton	Weld	City	
Erie	Weld	City	2 counties
Evans	Weld	City	
Firestone	Weld	City	
Fort Lupton	Weld	City	
Frederick	Weld	City	
Garden City	Weld	City	
Gilcrest	Weld	City	
Greeley	Weld	City	
Grover	Weld	City	
Hudson	Weld	City	
Johnstown	Weld	City	2 counties
Keenesburg	Weld	City	
Kersey	Weld	City	
La Salle	Weld	City	
Lochbuie	Weld	City	2 counties
Longmont	Weld	City	2 counties
Mead	Weld	City	
Milliken	Weld	City	
Northglenn	Weld	City	2 counties
Nunn	Weld	City	
Pierce	Weld	City	
Platteville	Weld	City	
Raymer (New Raymer)	Weld	City	
Severance	Weld	City	
Thornton	Weld	City	2 counties
Timnath	Weld	City	2 counties
Windsor	Weld	City	2 counties

## Colorado Local Governments\*

Item 11.

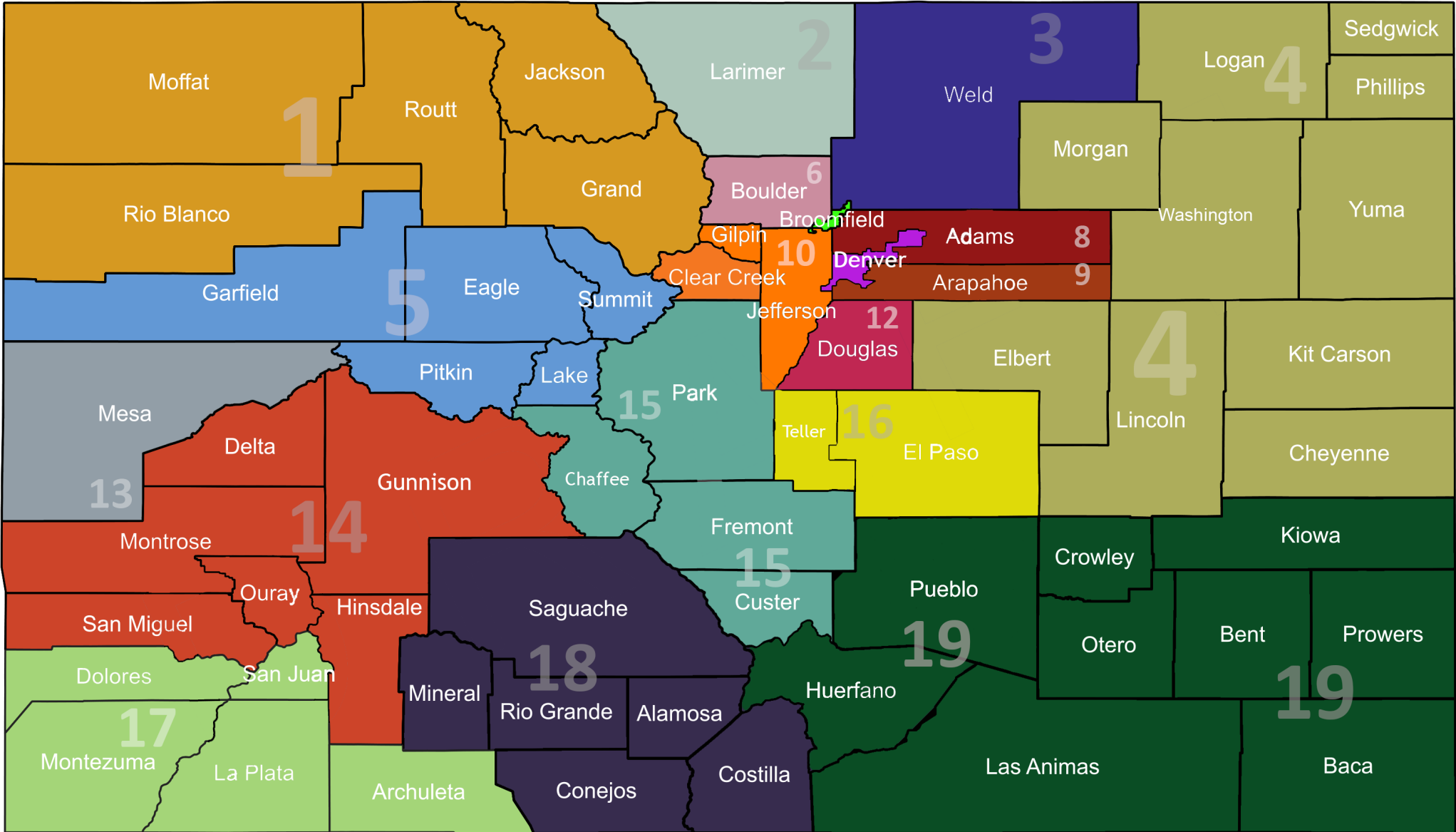
Government Name	County	Gov't Type	Multi-County
<b>Yuma County</b>	<b>Yuma</b>	<b>County</b>	
Eckley	Yuma	City	
Wray	Yuma	City	
Yuma	Yuma	City	

\*This list includes all 64 Colorado counties and all 271 municipalities listed in the 2019 Census. Cities located in multiple counties are listed under each corresponding county subheading. City and County of Denver and City and County of Broomfield are counted in both the city and county totals. The City of Carbonate is not included in this list, as there was no population in the 2019 Census data.

**This list will be reconciled as necessary to be consistent with the terms of Settlement(s) with Opioid Settling Defendant(s)**

# Exhibit C

# Regions for the distribution of opioid settlement funds



Region 1	Region 5	Region 9	Region 13	Region 17
Region 2	Region 6	Region 10	Region 14	Region 18
Region 3	Region 7 (Broomfield)	Region 11 (Denver)	Region 15	Region 19
Region 4	Region 8	Region 12	Region 16	

# Exhibit D

**Exhibit D - Allocations to Colorado County Areas**

County	Percentage of LG Share
Adams	9.4247%
Alamosa	0.5081%
Arapahoe	10.8071%
Archuleta	0.1370%
Baca	0.0592%
Bent	0.1133%
Boulder	5.7936%
Broomfield	1.0014%
Chaffee	0.3604%
Cheyenne	0.0159%
Clear Creek	0.1380%
Conejos	0.2108%
Costilla	0.0552%
Crowley	0.0934%
Custer	0.0412%
Delta	0.5440%
Denver	15.0042%
Dolores	0.0352%
Douglas	3.6696%
Eagle	0.6187%
El Paso	11.9897%
Elbert	0.2804%
Fremont	0.9937%
Garfield	0.8376%
Gilpin	0.0561%
Grand	0.2037%
Gunnison	0.1913%
Hinsdale	0.0112%
Huerfano	0.2505%
Jackson	0.0310%
Jefferson	10.5173%
Kiowa	0.0142%
Kit Carson	0.0940%
La Plata	0.8127%
Lake	0.0990%
Larimer	6.5211%
Las Animas	0.6304%
Lincoln	0.0819%
Logan	0.3815%
Mesa	2.8911%
Mineral	0.0039%
Moffat	0.2326%
Montezuma	0.4429%

Montrose	0.5695%
Morgan	0.4677%
Otero	0.4486%
Ouray	0.0535%
Park	0.1674%
Phillips	0.0714%
Pitkin	0.1747%
Prowers	0.1727%
Pueblo	5.6757%
Rio Blanco	0.1013%
Rio Grande	0.2526%
Routt	0.3837%
Saguache	0.0666%
San Juan	0.0097%
San Miguel	0.1005%
Sedgwick	0.0618%
Summit	0.3761%
Teller	0.6219%
Washington	0.0357%
Weld	3.8908%
Yuma	0.0992%
<b>TOTAL</b>	<b>100.0000%</b>

# Exhibit E

**Exhibit E - Intracounty Allocations<sup>1,2</sup>**

The below chart depicts the default percentage that each Local Government will receive from the LG Share amount attributed to its County Area, as described in Section (E)(3) of the MOU. The chart assumes full participation by all Local Governments

Government Name	Intracounty Share
Adams County	68.3372%
Arvada (2 Counties)	0.2632%
Aurora (3 Counties)	4.6336%
Bennett (2 Counties)	0.1670%
Brighton (2 Counties)	1.4527%
Commerce City	4.7314%
Federal Heights	1.1457%
Lochbuie (2 Counties)	0.0001%
Northglenn (2 Counties)	2.0913%
Thornton (2 Counties)	10.6435%
Westminster (2 Counties)	6.5342%

Alamosa County	85.3075%
Alamosa	14.6818%
Hooper	0.0108%

Arapahoe County	42.7003%
Aurora (3 Counties)	35.5997%
Bennett (2 Counties)	0.0324%
Bow Mar (2 Counties)	0.0159%
Centennial	0.4411%
Cherry Hills Village	0.6685%
Columbine Valley	0.1601%
Deer Trail	0.0003%
Englewood	5.5850%
Foxfield	0.0372%
Glendale	1.2289%
Greenwood Village	2.8305%
Littleton (3 Counties)	8.5654%
Sheridan	2.1347%

Archuleta County	90.0864%
Pagosa Springs	9.9136%

Baca County	85.9800%
Campo	2.4443%
Pritchett	1.5680%
Springfield	7.0100%

Government Name	Intracounty Share
Two Buttes	0.4766%
Vilas	0.9070%
Walsh	1.6141%

Bent County	80.9608%
Las Animas	19.0392%

Boulder County	47.6311%
Boulder	31.7629%
Erie (2 Counties)	0.3634%
Jamestown	0.0086%
Lafayette	3.3203%
Longmont (2 Counties)	14.6833%
Louisville	1.4455%
Lyons	0.5916%
Nederland	0.1646%
Superior (2 Counties)	0.0258%
Ward	0.0030%

Broomfield County/City	100.0000%
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Chaffee County	74.8440%
Buena Vista	5.8841%
Poncha Springs	4.2369%
Salida	15.0350%

Cheyenne County	66.8002%
Cheyenne Wells	0.8586%
Kit Carson	32.3412%

Clear Creek County	92.2164%
Central City (2 Counties)	0.0000%
Empire	0.3364%
Georgetown	1.9063%
Idaho Springs	4.7625%
Silver Plume	0.7784%

Conejos County	77.1204%
Antonito	4.6338%
La Jara	2.4313%
Manassa	1.0062%
Romeo	2.4270%
Sanford	12.3812%

Government Name	Intracounty Share
Costilla County	97.3454%
Blanca	1.2036%
San Luis	1.4509%
Crowley County	80.7081%
Crowley	4.3597%
Olney Springs	8.3683%
Ordway	0.1853%
Sugar City	6.3786%
Custer County	96.6858%
Silver Cliff	0.7954%
Westcliffe	2.5188%
Delta County	76.3512%
Cedaredge	3.6221%
Crawford	0.4938%
Delta	16.2658%
Hotchkiss	1.0963%
Orchard City	0.1473%
Paonia	2.0236%
Denver County/City	100.0000%
Dolores County	76.3307%
Dove Creek	17.3127%
Rico	6.3566%
Douglas County	71.8404%
Aurora (3 Counties)	0.2099%
Castle Pines	0.2007%
Castle Rock	13.5204%
Larkspur	0.0856%
Littleton (3 Counties)	0.0156%
Lone Tree	5.2786%
Parker	8.8487%
Eagle County	60.8236%
Avon	7.6631%
Basalt (2 Counties)	2.2311%
Eagle	3.1376%
Gypsum	1.7469%
Minturn	0.7771%

Government Name	Intracounty Share
Red Cliff	0.0957%
Vail	23.5250%

El Paso County	18.4181%
Calhan	0.0228%
Colorado Springs	80.1161%
Fountain	0.9892%
Green Mountain Falls (2 Counties)	0.0149%
Manitou Springs	0.2411%
Monument	0.1492%
Palmer Lake	0.0455%
Ramah	0.0033%

Elbert County	86.5840%
Elizabeth	10.2633%
Kiowa	1.5455%
Simla	1.6072%

Fremont County	60.7882%
Brookside	0.0348%
Cañon City	30.9017%
Coal Creek	0.0476%
Florence	8.0681%
Rockvale	0.0687%
Williamsburg	0.0907%

Garfield County	76.3371%
Carbondale	2.4698%
Glenwood Springs	11.8141%
New Castle	1.4295%
Parachute	1.0653%
Rifle	5.2733%
Silt	1.6110%

Gilpin County	46.8613%
Black Hawk	46.3909%
Central City (2 Counties)	6.7478%

Grand County	80.1046%
Fraser	2.4903%
Granby	5.4008%
Grand Lake	0.3174%
Hot Sulphur Springs	0.1431%
Kremmling	2.9284%

Government Name	Intracounty Share
Winter Park	8.6154%

Gunnison County	88.9185%
Crested Butte	2.3562%
Gunnison	5.9501%
Marble	0.1714%
Mount Crested Butte	2.5657%
Pitkin	0.0381%

Hinsdale County	76.0940%
Lake City	23.9060%

Huerfano County	68.2709%
La Veta	11.0719%
Walsenburg	20.6572%

Jackson County	61.5339%
Walden	38.4661%

Jefferson County	58.2140%
Arvada (2 Counties)	11.9733%
Bow Mar (2 Counties)	0.0087%
Edgewater	0.6604%
Golden	3.4815%
Lakeside	0.0030%
Lakewood	15.9399%
Littleton (3 Counties)	0.6176%
Morrison	0.2205%
Mountain View	0.1344%
Superior (2 Counties)	0.0000%
Westminster (2 Counties)	5.4779%
Wheat Ridge	3.2689%

Kiowa County	93.2138%
Eads	5.3777%
Haswell	0.6402%
Sheridan Lake	0.7682%

Kit Carson County	86.3178%
Bethune	0.1841%
Burlington	12.0640%
Flagler	0.4264%
Seibert	0.0291%
Stratton	0.9012%

Government Name	Intracounty Share
Vona	0.0775%

La Plata County	66.8874%
Bayfield	1.6292%
Durango	29.2985%
Ignacio	2.1849%

Lake County	73.4523%
Leadville	26.5477%

Larimer County	56.0589%
Berthoud (2 Counties)	0.4139%
Estes Park	0.3502%
Fort Collins	18.5702%
Johnstown (2 Counties)	0.0711%
Loveland	23.4493%
Timnath (2 Counties)	0.2964%
Wellington	0.3653%
Windsor (2 Counties)	0.4248%

Las Animas County	77.8076%
Aguilar	0.0751%
Branson	0.0101%
Cokedale	0.0188%
Kim	0.0101%
Starkville	0.0087%
Trinidad	22.0696%

Lincoln County	91.3222%
Arriba	0.3444%
Genoa	0.2222%
Hugo	1.4778%
Limon	6.6333%

Logan County	72.7982%
Crook	0.0931%
Fleming	0.3413%
Iliff	0.0095%
Merino	0.4702%
Peetz	0.2029%
Sterling	26.0848%

Mesa County	60.8549%
Collbran	0.0920%

Government Name	Intracounty Share
De Beque	0.0123%
Fruita	1.6696%
Grand Junction	37.1505%
Palisade	0.2208%

Mineral County	87.6744%
City of Creede	12.3256%

Moffat County	91.7981%
Craig	8.1862%
Dinosaur	0.0157%

Montezuma County	79.6682%
Cortez	18.6459%
Dolores	0.6106%
Mancos	1.0753%

Montrose County	92.8648%
Montrose	6.5980%
Naturita	0.1551%
Nucla	0.0703%
Olathe	0.3118%

Morgan County	61.6991%
Brush	8.5522%
Fort Morgan	27.8214%
Hillrose	0.1986%
Log Lane Village	0.6424%
Wiggins	1.0863%

Otero County	60.8168%
Cheraw	0.1888%
Fowler	1.0413%
La Junta	25.9225%
Manzanola	0.6983%
Rocky Ford	8.8215%
Swink	2.5109%

Ouray County	76.0810%
Ouray	17.6541%
Ridgway	6.2649%

Park County	96.3983%
Alma	0.7780%

Government Name	Intracounty Share
Fairplay	2.8237%

Phillips County	52.3463%
Haxtun	13.9505%
Holyoke	33.1803%
Paoli	0.5228%

Pitkin County	47.1379%
Aspen	42.0707%
Basalt (2 Counties)	1.1156%
Snowmass Village	9.6757%

Prowers County	70.4524%
Granada	0.9965%
Hartman	0.3164%
Holly	4.9826%
Lamar	21.5860%
Wiley	1.6661%

Pueblo County	54.6622%
Boone	0.0019%
Pueblo	45.3350%
Rye	0.0008%

Rio Blanco County	78.2831%
Meeker	9.1326%
Rangely	12.5843%

Rio Grande County	68.0724%
Center (2 Counties)	0.7713%
Del Norte	6.7762%
Monte Vista	20.4513%
South Fork	3.9288%

Routt County	58.5353%
Hayden	1.0679%
Oak Creek	0.6360%
Steamboat Springs	39.4499%
Yampa	0.3109%

Saguache County	92.8796%
Bonanza	0.1367%
Center (2 Counties)	6.3687%
Crestone	0.0137%

Government Name	Intracounty Share
Moffat	0.3553%
Saguache	0.2460%

San Juan County	87.0423%
Silverton	12.9577%

San Miguel County	48.7493%
Mountain Village	25.7930%
Norwood	0.4078%
Ophir	0.0816%
Sawpit	0.0272%
Telluride	24.9411%

Sedgwick County	98.7331%
Julesburg	0.3830%
Ovid	0.0295%
Sedgwick	0.8544%

Summit County	57.0567%
Blue River	0.5011%
Breckenridge	26.1112%
Dillon	4.1421%
Frisco	6.5096%
Montezuma	0.0169%
Silverthorne	5.6623%

Teller County	66.1557%
Cripple Creek	17.2992%
Green Mountain Falls (2 Counties)	0.0322%
Victor	3.1685%
Woodland Park	13.3445%

Washington County	99.1320%
Akron	0.7659%
Otis	0.1021%

Weld County	51.9387%
Ault	0.3202%
Berthoud (2 Counties)	0.0061%
Brighton (2 Counties)	0.0927%
Dacono	0.6104%
Eaton	0.4573%
Erie (2 Counties)	0.8591%
Evans	4.5121%

Government Name	Intracounty Share
Firestone	1.4648%
Fort Lupton	0.8502%
Frederick	1.2228%
Garden City	0.1514%
Gilcrest	0.1580%
Greeley	30.6922%
Grover	0.0852%
Hudson	0.0066%
Johnstown (2 Counties)	1.5416%
Keenesburg	0.0215%
Kersey	0.1378%
La Salle	0.4128%
Lochbuie (2 Counties)	0.4004%
Longmont (2 Counties)	0.0154%
Mead	0.0941%
Milliken	1.5373%
Northglenn (2 Counties)	0.0030%
Nunn	0.2558%
Pierce	0.0948%
Platteville	0.3712%
Raymer (New Raymer)	0.0597%
Severance	0.0403%
Thornton (2 Counties)	0.0000%
Timnath (2 Counties)	0.0000%
Windsor (2 Counties)	1.5865%

Yuma County	75.5598%
Eckley	2.5422%
Wray	10.2148%
Yuma	11.6832%

<sup>1</sup>These allocations are based on the allocation model used in the Negotiation Class website. The allocation model is the product of prolonged and intensive research, analysis, and discussion by and among members of the court-appointed Plaintiffs' Executive Committee and Settlement Committee and their retained public health and health economics experts, as well as a series of meetings with scores of cities, counties and subdivisions. Additional information about the allocation model is available on the Negotiation Class website.

The allocations in the Negotiation Class website use two different methodologies:

#### County-Level Allocation

The allocation model uses three factors, based on reliable, detailed, and objective data collected and reported by the federal government, to determine the share of a settlement fund that each county will receive. The three factors are: (1) the amount of opioids shipped to the county, (2) the number of opioid deaths in that county, and (3) the number of people who suffer opioid use disorder in that county.

#### County/Municipal-Level Allocation

The county/municipal-level allocation is a default allocation to be used if another agreement is not reached between the county and its constituent cities. The formula uses U.S. Census Bureau data on local government spending. This data covers cities and counties for 98% of the U.S. population. If a jurisdiction lacked this data, it was extrapolated based on available data.

<sup>2</sup>The municipalities of Bow Mar, Johnstown, and Timnath were not reflected as being in multiple counties in the Negotiation Class website. The estimated allocations to those cities are based on the same methodology used in the website, in consultation with the expert. For cities in multiple counties, please see each county in which that city lies.

# Exhibit F

Regional Allocations		
Region Number	Region Description	Total State Share
1	Northwest	0.9522%
2	Larimer	6.5211%
3	Weld	3.8908%
4	Logan	1.5896%
5	North Central	2.1061%
6	Boulder	5.7936%
7	Broomfield	1.0014%
8	Adams	9.4247%
9	Arapahoe	10.8071%
10	Jefferson	10.7114%
11	Denver	15.0042%
12	Douglas	3.6696%
13	Mesa	2.8911%
14	Southwest	1.4700%
15	Central	1.5627%
16	El Paso/Teller	12.6116%
17	Southwest Corner	1.4375%
18	South Central	1.0973%
19	Southeast	7.4580%
Total		100.0000%

# Exhibit G

## Regional Governance Models

### A. Membership Structure

#### Single-County Regions

1. Voting Members (Recommended List: Participating Local Governments to Decide)
  - 1 or 2 representatives appointed by the county (can be commissioners)
  - 1 representative appointed from the public health department
  - 1 representative from the county human services department
  - 1 representative appointed from law enforcement within region (sheriff, police, local city or town district attorney, etc.)
  - 1 representative appointed from a municipal or county court system within region
  - 1-3 representatives (total) appointed by the cities within the county (or other city or cities agreed upon) (can be councilmembers and mayors)
  - Such other representatives as participating counties/cities agree on (not to include providers who may be recipients of funds)
  
2. Non-Voting Members (Optional but strongly encouraged)
  - Representatives from behavioral health providers
  - Representatives from health care providers
  - Recovery/treatment experts
  - Other county or city representatives
  - A representative from the Attorney General's Office
  - Community representative(s), preferably those with lived experience with the opioid crisis
  - Harm reduction experts

#### Multi-County Regions

1. Voting Members (Recommended List: Participating Local Governments to Decide)
  - 1 representative appointed by each county (can be commissioners)
  - 1 representative appointed by a rotating city within each county (or other city agreed upon) (can be councilmembers and mayors)
  - 1 representative from each public health department within the region
  - 1 representative from a county human services department
  - At least 1 representative appointed from law enforcement within region (sheriff, police, local city or town district attorney, etc.)
  - 1 representative from a municipal or county court system within region
  - Such other representatives as participating counties/cities agree on (not to include providers who may be recipients of funds)
  
2. Non-Voting Members (Optional)
  - Representatives from behavioral health providers

- Representatives from health care providers
- Recovery/treatment experts
- Other county or city representatives
- A representative from the Attorney General’s Office
- Community representative(s), preferably those with lived experience with the opioid crisis.
- Harm reduction experts

Single-County Single-City Regions (Denver & Broomfield)

1. Voting Members (Recommended List: Participating Local Government to Decide)<sup>1</sup>

- 1 representative appointed by the city and county
- 1 representative appointed from the public health department
- 1 representative from the county human services department
- 1 representative appointed from law enforcement within region (sheriff, police, district attorney, etc.)
- 1 representative appointed from a municipal or county court system within region
- Such other representatives as participating counties/cities agree on (not to include providers who may be recipients of funds)

2. Non-Voting Members (Optional)

- Representatives from behavioral health providers
- Representatives from health care providers
- Recovery/treatment experts
- Other county or city representatives
- A representative from the Attorney General’s Office
- Community representative(s), preferably those with lived experience with the opioid crisis.
- Harm reduction experts

**B. Member Terms**

- Regions may establish terms of appointment for members. Appointment terms may be staggered.

**C. Procedures**

- Regions will be governed by an intergovernmental agreement (“IGA”) or memorandum of understanding (“MOU”).
- Regions may adopt the Model Colorado Regional Opioid Intergovernmental Agreement, attached here as Exhibit G-1, in its entirety or alter or amend it as they deem appropriate.

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<sup>1</sup> In Denver, the Mayor shall make voting member appointments to the Regional Council. In Broomfield, the City and County Manager shall make voting member appointments to the Regional Council.

- Regions may establish their own procedures through adoption of bylaws (model bylaws to be made available).
- Meetings of regional board/committee shall be open to the public and comply with the Colorado Open Meetings Law (including requirement to keep minutes).

**D. Financial Responsibility/Controls**

- A local government entity shall nominate and designate a fiscal agent for the Region.
- A Regional fiscal agent must be appointed by the Regional Council on an annual basis. A Regional fiscal agent may serve as long as the Regional Council determines is appropriate, including the length of any Settlement that contemplates the distribution of Opioid Funds within Colorado. However, the Regional fiscal agent also can change over time.
- Regional fiscal agents must be a board of county commissioners or a city or town council or executive department, such as a department of finance.
- Yearly reporting by fiscal agent (using standard form) to the Abatement Council.
- All documents subject to CORA.

**E. Conflicts of Interest**

- Voting members shall abide by the conflict-of-interest rules applicable to local government officials under state law.

**F. Ethics Laws**

- Voting members shall abide by applicable state or local ethics laws, as appropriate.

**G. Authority**

- The Regional Council for each region shall have authority to decide how funds allocated to the region shall be distributed in accordance with the Colorado MOU and shall direct the fiscal agent accordingly.
- Any necessary contracts will be entered into by the fiscal agent, subject to approval by the Regional Council.

**H. Legal Status**

- The region shall not be considered a separate legal entity, unless the Participating Local Governments decide, through an IGA, to create a separate governmental entity.

# Exhibit G-1

**MODEL COLORADO REGIONAL OPIOID**  
**INTERGOVERNMENTAL AGREEMENT<sup>2</sup>**

**THIS MODEL COLORADO REGIONAL OPIOID INTERGOVERNMENTAL AGREEMENT** (the “Regional Agreement”) is made between \_\_\_\_\_, a Participating Local Government, as defined in the Colorado MOU, in the \_\_\_\_\_ Region (“\_\_\_\_\_”) and \_\_\_\_\_, a Participating Local Government in the \_\_\_\_\_ Region, (“\_\_\_\_\_”), individually herein a “Regional PLG” and collectively the “Regional PLGs.””

**RECITALS**

**WHEREAS**, the State of Colorado and Participating Local Governments executed the Colorado Opioids Summary Memorandum of Understanding on \_\_\_\_\_ 2021 (the “Colorado MOU”), establishing the manner in which Opioid Funds shall be divided and distributed within the State of Colorado;

**WHEREAS**, the Regional Agreement assumes and incorporates the definitions and provisions contained in the Colorado MOU, and the Regional Agreement shall be construed in conformity with the Colorado MOU<sup>3</sup>;

**WHEREAS**, all Opioid Funds, regardless of allocation, shall be used for Approved Purposes;

**WHEREAS**, Participating Local Governments shall organize themselves into Regions, as further depicted in **Exhibit E** to the Colorado MOU;

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<sup>2</sup> This Model Regional Agreement is meant to serve as an example for the various Regions and to facilitate the flow of Opioid Funds to their intended purposes. Regions are free to adopt this Regional Agreement in its entirety or alter or amend it as they deem appropriate.

<sup>3</sup> When drafting agreements like this Regional Agreement, Regional PLGs should be conscious of the definitions used therein so as not to confuse such definitions with those used in the Colorado MOU. The Definitions in the Colorado MOU shall supersede any definitions used by Regional PLGs in a Regional Agreement.

**WHEREAS**, Regions may consist of Single-County Regions, Multi-County Regions, or Single County-Single City Regions (Denver and Broomfield).

**WHEREAS**, there shall be a 60% direct allocation of Opioid Funds to Regions through a Regional Share;

**WHEREAS**, each Region shall be eligible to receive a Regional Share according to **Exhibit C** to the Colorado MOU;

**WHEREAS**, the Colorado MOU establishes the procedures by which each Region shall be entitled to Opioid Funds from the Abatement Council and administer its Regional Share allocation;

**WHEREAS**, the procedures established by the Colorado MOU include a requirement that each Region shall create its own Regional Council;

**WHEREAS**, all aspects of the creation, administration, and operation of the Regional Council shall proceed in accordance with the provisions of the Colorado MOU;

**WHEREAS**, each such Regional Council shall designate a fiscal agent from a county or municipal government within that Region;

**WHEREAS**, each such Regional Council shall submit a two-year plan to the Abatement Council that identifies the Approved Purposes for which the requested funds will be used, and the Regional Council's fiscal agent shall provide data and a certification to the Abatement Council regarding compliance with its two-year plan on an annual basis;

**WHEREAS**, the Regional Agreement pertains to the procedures for the Regional PLGs to establish a Regional Council, designate a fiscal agent, and request and administer Opioid Funds in a manner consistent with the Colorado MOU;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Regional PLGs incorporate the recitals set forth above and agree as follows:

1. **DEFINITIONS**. The defined terms used in this Regional Agreement shall have the same meanings as in the Colorado MOU<sup>4</sup>. Capitalized terms used herein and not otherwise defined within the Regional Agreement or in the Colorado MOU shall have the meanings ascribed to them in the body of the Regional Agreement.
2. **OBLIGATIONS OF THE REGIONAL PLGS**. The Regional PLGs shall perform their respective obligations as set forth in the Regional Agreement, the Colorado MOU and the accompanying exhibits to the Colorado MOU and incorporated herein by reference.
3. **REGIONAL COUNCIL**.
  - 3.1. **Purpose:** In accordance with the Colorado MOU, a Regional Council, consisting of representatives appointed by the Regional PLGs, shall be created to oversee the procedures by which a Region may request Opioid Funds from the Abatement Council and the procedures by which the allocation of its Region's Share of Opioid Funds are administered.
  - 3.2. **Membership:** The Regional Council of a Multi-County or Single County Region shall consist of the following:
    - a. **Multi-County Region:**
      - (i) **Voting Members.** Voting Members shall be appointed by the Regional PLGs. The Regional PLGs shall collaborate to appoint Regional Council members and to the extent practicable, Voting Members shall be selected from different counties and cities. No single county or city should dominate the make-up of the Regional Council. Voting Members shall be selected as follows:
        - (1) 1 representative appointed by each county (can be commissioners).
        - (2) 1 representative appointed from a rotating city within each county (or other city agreed upon) (can be councilmembers and mayors). A rotating city member shall be selected by majority vote of the cities within each county who do not have a Voting Member currently sitting on the Regional

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<sup>4</sup> See FN 2, *supra*.

Council.

- (3) 1 representative from each public health department within the region.
- (4) 1 representative from a county human services department.
- (5) At least 1 representative appointed from law enforcement within the region (sheriff, police, local city or town district attorney, etc.).
- (6) 1 representative from a municipal or county court system within the region.

**b. Single-County Region:**

- (i) **Voting Members.** Voting Members shall be appointed by the Regional PLGs. The Regional PLGs shall collaborate to appoint Regional Council members and to the extent practicable, Voting Members shall be selected from different cities within the region. No single city should dominate the make-up of the Regional Council. Voting Members shall be selected as follows:
  - (1) 1 or 2 representatives appointed by the county (can be commissioners)
  - (2) 1 representative appointed from the public health department
  - (3) 1 representative from the county human services department
  - (4) 1 representative appointed from law enforcement within region (sheriff, police, local city or town district attorney, etc.)
  - (5) 1 representative appointed from a municipal or county court system within region
  - (6) 1-3 representatives (total) appointed by rotating cities within the county (or other city or cities agreed upon) (can be councilmembers and mayors). Rotating city members shall be selected by majority vote of the cities who do not have a Voting Member currently sitting on the Regional Council.
  - (7) Such other representatives as participating counties/cities agree on (not to include providers who may be recipients of

funds)

- c. **Non-Voting Members.** For both Multi-County and Single County Regions, Non-Voting Members are optional but are strongly encouraged. Non-voting members shall serve in an advisory capacity. Any Non-Voting Members shall be appointed by the Regional PLGs and may be comprised of all or some of the following, not to include potential recipients of funds:
- (i) Representatives from behavioral health providers.
  - (ii) Representatives from health care providers.
  - (iii) Recovery/treatment experts.
  - (iv) Other county or city representatives.
  - (v) A representative from the Attorney General’s Office.
  - (vi) Community representative(s), preferably those with lived experience with the opioid crisis.
  - (vii) Harm reduction experts.
- d. **Acting Chair:** The Voting Members for both Multi-County and Single-County Regions shall appoint one member to serve as Acting Chair of the Regional Council. The Acting Chair’s primary responsibilities shall be to schedule periodic meetings and votes of the Regional Council as needed and to serve as the point of contact for disputes within the Region. The Acting Chair must be either a Member from a county within a Region, such as a county commissioner or their designee, or a Member from a city or town within a Region, such as a mayor or city or town council member or their designee.
- e. **Non-Participation:** A Local Government that chooses not to become a Participating Local Government in the Colorado MOU shall not receive any Opioid Funds from the Regional Share or participate in the Regional Council.
- f. **Terms:** The Regional Council shall be established within ninety (90) days of the first Settlement being entered by a court of competent jurisdiction, including any bankruptcy court. In order to do so, within sixty (60) days of the first Settlement being entered, CCI and CML shall jointly recommend six (6) Voting Members, and so long as such recommendations comply with the terms of Section 3.2 (a) or (b), the Regional Council shall consist of CCI/CML’s recommended Members for

an initial term not to exceed one year.<sup>5</sup> Thereafter, Voting Members shall be appointed in accordance with Section 3.2 (a) or (b) and shall serve two-year terms. Following the expiration of that two-year term, the Regional PLGs, working in concert, shall reappoint that Voting Member, or appoint a new Voting Member according to Section 3.2 (a) or (b).

- (i) If a Voting Member resigns or is otherwise removed from the Regional Council prior to the expiration of their term, a replacement Voting Member shall be appointed within sixty (60) days in accordance with Section 3.2 (a) or (b) to serve the remainder of the term. If the Regional PLGs are unable to fill a Voting Member vacancy within sixty (60) days, the existing Voting Members of the Regional Council at the time of the vacancy shall work collectively to appoint a replacement Voting Member in accordance with Section 3.2 (a) or (b). At the end of his or her term, the individual serving as that replacement Voting Member may be reappointed by the Regional PLGs to serve a full term consistent with this Section.
- (ii) The purpose of the two-year term is to allow Regional PLGs an increased opportunity to serve on the Regional Council. However, Regional Council members who have already served on the Regional Council may be appointed more than once and may serve consecutive terms if appointed to do so by the Regional Council.

**3.3. Duties:** The Regional Council is primarily responsible for engaging with the Abatement Council on behalf of its Region and following the procedures outlined in the Colorado MOU for requesting Opioid Funds from the Regional Share, which shall include developing 2-year plans, amending those plans as appropriate, and providing the Abatement Council with data through its fiscal agent regarding Opioid Fund expenditures. Upon request from the Abatement Council, the Regional Council may also be subject to an accounting from the Abatement Council.

**3.4. Governance:** A Regional Council may establish its own procedures through adoption of bylaws if needed. Any governing documents must be consistent with the other provisions in this section and the Colorado MOU.

**3.5. Authority:** The terms of the Colorado MOU control the authority of a Regional Council and a Regional Council shall not stray outside the bounds of the authority and power vested by the Colorado MOU. Should a Regional Council require legal assistance in determining its authority,

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<sup>5</sup> Local Governments within Multi-County or Single County Regions may decide to select initial Voting Members of the Regional Council between themselves and without CCI and CML involvement. However, the Regional Council must be established within ninety (90) days of the first Settlement being entered by a court of competent jurisdiction, including any bankruptcy court.

it may seek guidance from the legal counsel of the county or municipal government of the Regional Council's fiscal agent at the time the issue arises.

**3.6. Collaboration:** The Regional Council shall facilitate collaboration between the State, Participating Local Governments within its Region, the Abatement Council, and other stakeholders within its Region for the purposes of sharing data, outcomes, strategies, and other relevant information related to abating the opioid crisis in Colorado.

**3.7. Transparency:** The Regional Council shall operate with all reasonable transparency and abide by all Colorado laws relating to open records and meetings. To the extent the Abatement Council requests outcome-related data from the Regional Council, the Regional Council shall provide such data in an effort to determine best methods for abating the opioid crisis in Colorado.

**3.8. Conflicts of Interest:** Voting Members shall abide by the conflict-of-interest rules applicable to local government officials under state law.

**3.9. Ethics Laws:** Voting Members shall abide by their local ethics laws or, if no such ethics laws exist, by applicable state ethics laws.

**3.10. Decision Making:** The Regional Council shall seek to make all decisions by consensus. In the event consensus cannot be achieved, the Regional Council shall make decisions by a majority vote of its Members.

#### **4. REGIONAL FISCAL AGENT**

**4.1. Purpose:** According to the Colorado MOU, the Regional Council must designate a fiscal agent for the Region prior to the Region receiving any Opioid funds from the Regional Share. All funds from the Regional Share shall be distributed to the Regional Council's fiscal agent for the benefit of the entire Region.

**4.2. Designation:** The Regional Council shall nominate and designate a fiscal agent for the Region by majority vote. Regional fiscal agents must be a board of county commissioners or a city or town council or executive department, such as a department of finance.

**4.3. Term:** A Regional fiscal agent must be appointed by the Regional Council on an annual basis. A Regional fiscal agent may serve as long as the Regional Council determines is appropriate, including the length of any Settlement that contemplates the distribution of Opioid Funds within Colorado.

**4.4. Duties:** The Regional fiscal agent shall receive, deposit, and make available Opioid Funds distributed from the Abatement Council and provide expenditure reporting data to the

Abatement Council on an annual basis. In addition, the Regional fiscal agent shall perform certain recordkeeping duties outlined below.

- a. **Opioid Funds:** The Regional fiscal agent shall receive all Opioid Funds as distributed by the Abatement Council. Upon direction by the Regional Council, the Regional fiscal agent shall make any such Opioid Funds available to the Regional Council.
- b. **Reporting:** On an annual basis, as determined by the Abatement Council, the Regional fiscal agent shall provide to the Abatement Council the Regional Council's expenditure data from their allocation of the Regional Share and certify to the Abatement Council that the Regional Council's expenditures were for Approved Purposes and complied with its 2-year plan.
- c. **Recordkeeping:** The Regional fiscal agent shall maintain necessary records with regard the Regional Council's meetings, decisions, plans, and expenditure data.

**4.5. Authority:** The fiscal agent serves at the direction of the Regional Council and in service to the entire Region. The terms of the Colorado MOU control the authority of a Regional Council, and by extension, the Regional fiscal agent. A Regional fiscal agent shall not stray outside the bounds of the authority and power vested by the Colorado MOU.

## **5. REGIONAL TWO-YEAR PLAN**

**5.1. Purpose:** According to the Colorado MOU, as part of a Regional Council's request to the Abatement Council for Opioid Funds from its Regional Share, the Regional Council must submit a 2-year plan identifying the Approved Purposes for which the requested funds will be used.

**5.2 Development of 2-Year Plan:** In developing a 2-year plan, the Regional Council shall solicit recommendations and information from all Regional PLGs and other stakeholders within its Region for the purposes of sharing data, outcomes, strategies, and other relevant information related to abating the opioid crisis in Colorado. At its discretion, a Regional Council may seek assistance from the Abatement Council for purposes of developing a 2-year plan.

**5.3 Amendment:** At any point, a Regional Council's 2-year plan may be amended so long as such amendments comply with the terms of the Colorado MOU and any Settlement.

**6. DISPUTES WITHIN REGION.** In the event that any Regional PLG disagrees with a decision of the Regional Council, or there is a dispute regarding the appointment of Voting or Non-Voting Members to the Regional Council, that Regional PLG shall inform the Acting Chair of its dispute at the earliest

possible opportunity. In Response, the Regional Council shall gather any information necessary to resolve the dispute. Within fourteen (14) days of the Regional PLG informing the Acting Chair of its dispute, the Regional Council shall issue a decision with respect to the dispute. In reaching its decision, the Regional Council may hold a vote of Voting Members, with the Acting Chair serving as the tie-breaker, or the Regional Council may devise its own dispute resolution process. However, in any disputes regarding the appointment of a Voting Member, that Voting Member will be recused from voting on the dispute. The decision of the Regional Council is a final decision.

7. **DISPUTES WITH ABATEMENT COUNCIL.** If the Regional Council disputes the amount of Opioid Funds it receives from its allocation of the Regional Share, the Regional Council shall alert the Abatement Council within sixty (60) days of discovering the information underlying the dispute. However, the failure to alert the Abatement Council within this time frame shall not constitute a waiver of the Regional Council's right to seek recoupment of any deficiency in its Regional Share.
8. **RECORDKEEPING.** The acting Regional fiscal agent shall be responsible for maintaining records consistent with the Regional Agreement.
9. **AUTHORIZED REPRESENTATIVES.** Each Regional PLGs' representative designated below shall be the point of contact to coordinate the obligations as provided herein. The Regional PLGs designate their authorized representatives under this Regional Agreement as follows:
  - 9.1. \_\_\_\_\_ designates the \_\_\_\_ of the \_\_\_\_\_ or their designee(s).
  - 9.2. \_\_\_\_\_ designates the \_\_\_\_ of the \_\_\_\_\_ or their designee(s).
10. **OBLIGATIONS OF THE REGIONAL PLGS.** The Regional PLGs shall perform their respective obligations as set forth in the Regional Agreement, the Colorado MOU and the accompanying exhibits to the Colorado MOU and incorporated herein by reference.
11. **TERM.** The Regional Agreement will commence on \_\_\_\_\_, and shall expire on the date the last action is taken by the Region, consistent with the terms of the Colorado MOU and any Settlement. (the "Term").
12. **INFORMATIONAL OBLIGATIONS.** Each Regional PLG hereto will meet its obligations as set forth in § 29-1-205, C.R.S., as amended, to include information about this Regional Agreement in a filing with the Colorado Division of Local Government; however, failure to do so shall in no way affect the validity of this Regional Agreement or any remedies available to the Regional PLGs hereunder.
13. **CONFIDENTIALITY.** The Regional PLGs, for themselves, their agents, employees and representatives, agree that they will not divulge any confidential or proprietary information they receive from another Regional PLG or otherwise have access to, except as may be required by law. Nothing in this Regional

Agreement shall in any way limit the ability of the Regional PLGs to comply with any laws or legal process concerning disclosures by public entities. The Regional PLGs understand that all materials exchanged under this Regional Agreement, including confidential information or proprietary information, may be subject to the Colorado Open Records Act., § 24-72-201, *et seq.*, C.R.S., (the “Act”). In the event of a request to a Regional PLG for disclosure of confidential materials, the Regional PLG shall advise the Regional PLGs of such request in order to give the Regional PLGs the opportunity to object to the disclosure of any of its materials which it marked as, or otherwise asserts is, proprietary or confidential. If a Regional PLG objects to disclosure of any of its material, the Regional PLG shall identify the legal basis under the Act for any right to withhold. In the event of any action or the filing of a lawsuit to compel disclosure, the Regional PLG agrees to intervene in such action or lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. If the matter is not resolved, the Regional PLGs may tender all material to the court for judicial determination of the issue of disclosure.

14. **GOVERNING LAW; VENUE.** This Regional Agreement shall be governed by the laws of the State of Colorado. Venue for any legal action relating solely to this Regional Agreement will be in the applicable District Court of the State of Colorado for the county of the Region’s fiscal agent. Venue for any legal action relating to the Colorado MOU shall be in a court of competent jurisdiction where a Settlement or consent decree was entered, as those terms are described or defined in the Colorado MOU. If a legal action relates to both a Regional Agreement and the Colorado MOU, venue shall also be in a court of competent jurisdiction where a Settlement or consent decree was entered.
15. **TERMINATION.** The Regional PLGs enter into this Regional Agreement to serve the public interest. If this Regional Agreement ceases to further the public interest, a Regional PLG, in its discretion, may terminate their participation in the Regional Agreement, in whole or in part, upon written notice to the other Regional PLGs. Each Regional PLG also has the right to terminate the Regional Agreement with cause upon written notice effective immediately, and without cause upon thirty (30) days prior written notice to the other Regional PLGs. A Regional PLG’s decision to terminate this Regional Agreement, with or without cause, shall have no impact on the other Regional PLGs present or future administration of its Opioid Funds and the other procedures outlined in this Regional Agreement. Rather, a Regional PLG’s decision to terminate this Regional Agreement shall have the same effect as non-participation, as outlined in Section 3.2 (e).
16. **NOTICES.** “Key Notices” under this Regional Agreement are notices regarding default, disputes, or termination of the Regional Agreement. Key Notices shall be given in writing and shall be deemed

received if given by confirmed electronic transmission that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, but specifically excluding facsimile transmissions and texts when transmitted, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission; certified mail, return receipt requested, postage prepaid, three business days after being deposited in the United States mail; or overnight carrier service or personal delivery, when received. For Key Notices, the Regional PLGs will follow up any electronic transmission with a hard copy of the communication by the means described above. All other communications or notices between the Regional PLGs that are not Key Notices may be done via electronic transmission. The Regional PLGs agree that any notice or communication transmitted by electronic transmission shall be treated in all manner and respects as an original written document; any such notice or communication shall be considered to have the same binding and legal effect as an original document. All Key Notices shall include a reference to the Regional Agreement, and Key Notices shall be given to the Regional PLGs at the following addresses:

\_\_\_\_\_  
\_\_\_\_\_

**17. GENERAL TERMS AND CONDITIONS**

- 17.1. Independent Entities.** The Regional PLGs enter into this Regional Agreement as separate, independent governmental entities and shall maintain such status throughout.
- 17.2. Assignment.** This Regional Agreement shall not be assigned by any Regional PLG without the prior written consent of all Regional PLGs. Any assignment or subcontracting without such consent will be ineffective and void and will be cause for termination of this Regional Agreement.
- 17.3. Integration and Amendment.** This Regional Agreement represents the entire agreement between the Regional PLGs and terminates any oral or collateral agreement or understandings. This Regional Agreement may be amended only by a writing signed by the Regional PLGs. If any provision of this Regional Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and the remaining provision of this Regional Agreement shall continue in full force and effect.

- 17.4. No Construction Against Drafting Party.** The Regional PLGs and their respective counsel have had the opportunity to review the Regional Agreement, and the Regional Agreement will not be construed against any Regional PLG merely because any provisions of the Regional Agreement were prepared by a particular Regional PLG.
- 17.5. Captions and References.** The captions and headings in this Regional Agreement are for convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Regional Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.
- 17.6. Statutes, Regulations, and Other Authority.** Any reference in this Regional Agreement to a statute, regulation, policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the execution of this Regional Agreement.
- 17.7. Conflict of Interest.** No Regional PLG shall knowingly perform any act that would conflict in any manner with said Regional PLG's obligations hereunder. Each Regional PLG certifies that it is not engaged in any current project or business transaction, directly or indirectly, nor has it any interest, direct or indirect, with any person or business that might result in a conflict of interest in the performance of its obligations hereunder. No elected or employed member of any Regional PLG shall be paid or receive, directly or indirectly, any share or part of this Regional Agreement or any benefit that may arise therefrom.
- 17.8. Inurement.** The rights and obligations of the Regional PLGs to the Regional Agreement inure to the benefit of and shall be binding upon the Regional PLGs and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Regional Agreement.
- 17.9. Survival.** Notwithstanding anything to the contrary, the Regional PLGs understand and agree that all terms and conditions of this Regional Agreement and any exhibits that require continued performance or compliance beyond the termination or expiration of this Regional Agreement shall survive such termination or expiration and shall be enforceable against a Regional PLG if such Regional PLG fails to perform or comply with such term or condition.
- 17.10. Waiver of Rights and Remedies.** This Regional Agreement or any of its provisions may not be waived except in writing by a Regional PLG's authorized representative. The failure of a

Regional PLG to enforce any right arising under this Regional Agreement on one or more occasions will not operate as a waiver of that or any other right on that or any other occasion.

**17.11. No Third-Party Beneficiaries.** Enforcement of the terms of the Regional Agreement and all rights of action relating to enforcement are strictly reserved to the Regional PLGs. Nothing contained in the Regional Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the Regional PLGs receiving services or benefits pursuant to the Regional Agreement is an incidental beneficiary only.

**17.12. Records Retention.** The Regional PLGs shall maintain all records, including working papers, notes, and financial records in accordance with their applicable record retention schedules and policies. Copies of such records shall be furnished to the Parties request.

**17.13. Execution by Counterparts; Electronic Signatures and Records.** This Regional Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Regional PLGs approve the use of electronic signatures for execution of this Regional Agreement. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101, *et seq.* The Regional PLGs agree not to deny the legal effect or enforceability of the Regional Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Regional PLGs agree not to object to the admissibility of the Regional Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

**17.14. Authority to Execute.** Each Regional PLG represents that all procedures necessary to authorize such Regional PLG's execution of this Regional Agreement have been performed and that the person signing for such Regional PLG has been authorized to execute the Regional Agreement.

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## Colorado Opioids Settlement Memorandum of Understanding Summary

Below is a brief overview of the key provisions outlined in the Colorado Opioids Settlement Memorandum of Understanding (“Colorado MOU”). The Colorado MOU was signed by Colorado Attorney General Phil Weiser on August 26, 2021. In order to receive the full settlement payments for all of Colorado, strong participation by local governments signing on to the Colorado MOU is necessary.

Local governments and the State prepared the Colorado MOU, which prioritizes regionalism, collaboration, and abatement in the sharing and distribution of opioid settlement funds. The points below summarize the framework laid out in the Colorado MOU for distributing and sharing opioids settlement proceeds throughout Colorado. Please see the full Colorado MOU and exhibits for additional details.

While Colorado’s local governments are currently being asked to participate in recent settlements with the “Big 3” Distributors (AmerisourceBergen, Cardinal Health, and McKesson) and Johnson & Johnson, the Colorado MOU is intended to apply to all current and future opioid settlements.

### **A. Allocation of Settlement Funds**

The Colorado MOU provides the framework for fairly dividing and sharing settlement proceeds among the state and local governments in Colorado. Under the Colorado MOU, settlement proceeds will be distributed as follows:

- 1. 10%** directly to the State (“State Share”)
- 2. 20%** directly to Participating Local Governments (“LG Share”)
- 3. 60%** directly to Regions (“Regional Share”)
- 4. 10%** to specific abatement infrastructure projects (“Statewide Infrastructure Share”)

Under the Colorado MOU, all settlement funds must be used only for “Approved Purposes,” a long and broad list that focuses on abatement strategies. These strategies emphasize prevention, treatment, and harm reduction. Some examples of these strategies include training health care providers on opioid use disorder (“OUD”) treatment and responsible prescribing, expanding telehealth and mobile services for treatment, and increasing naloxone and rescue breathing supplies. The list of Approved Purposes is broad enough to be flexible for local communities, while ensuring that settlement funds are used to combat the opioid epidemic. The list of Approved Purposes is attached as Exhibit A to the MOU, unless the term is otherwise defined in a settlement.

## **B. General Abatement Fund Council**

A General Abatement Fund Council (the “Abatement Council”), consisting of representatives appointed by the State and Participating Local Governments, will ensure that the distribution of opioid funds complies with the terms of any settlement and the terms of the Colorado MOU. The Abatement Council will consist of 13 members, seven appointed by the State and six appointed by the Participating Local Governments.

## **C. Local Government Share (20%)**

Twenty percent of settlement funds will be paid directly to Participating Local Governments. Exhibit D to the Colorado MOU lists the percentage to each County Area (that is, the county government plus the municipalities within that county), and Exhibit E further breaks down those allocations to an intracounty level using a default allocation.

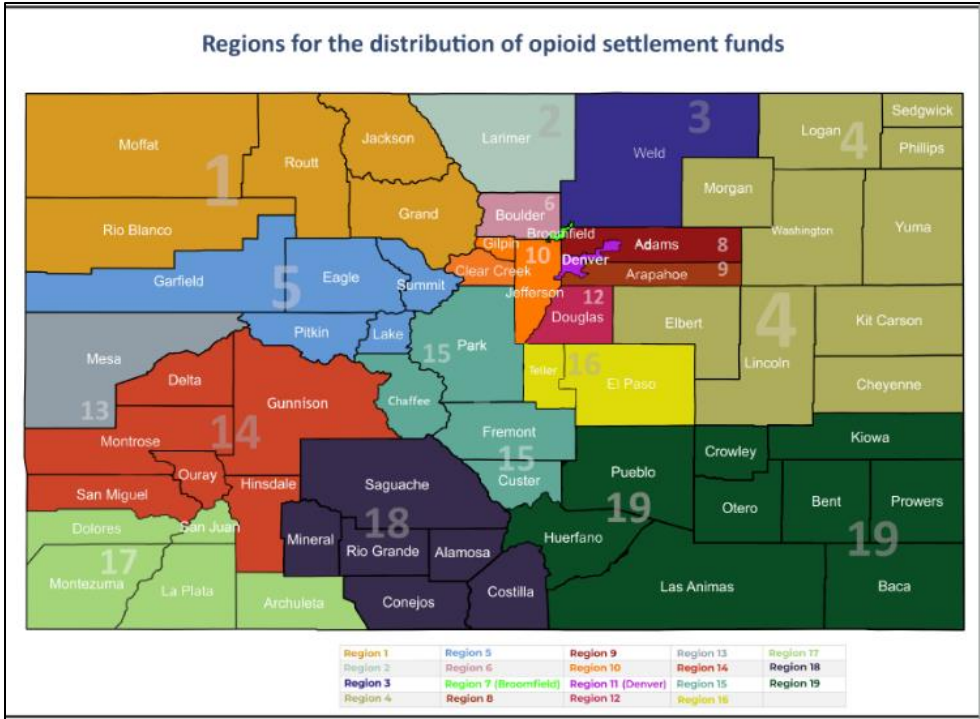
The allocations to each County Area in Exhibit D are based on three factors that address critical causes and effects of the opioid crisis: (1) the number of persons suffering opioid use disorder in the county; (2) the number of opioid overdose deaths that occurred in the county; and (3) the amount of opioids distributed within the county.

The intracounty allocations in Exhibit E are a default allocation that will apply unless the local governments in a County Area enter into a written agreement providing for a different allocation. These allocations are based on a model, developed by health economist experts, which uses data from the State and Local Government Census on past spending relevant to opioid abatement.

Participating Local Governments will provide data on expenditures from the LG Share to the Abatement Council on an annual basis. If a local government wishes, it may forego its LG Share and direct it to the Regional Share. A local government that chooses not to participate or sign onto the Colorado MOU will not receive funds from the LG Share and the portion of the LG Share that it would have received will instead be re-allocated to the Regional Share for the region where that local government is located.

## **D. Regional Share (60%)**

Sixty percent of settlement funds will be allocated to single- or multi-county regions made up of local governments. These regions were drawn by local governments to make use of existing local infrastructure and relationships. The regional map is shown below, as well as in Exhibit C to the Colorado MOU:



Allocations to regions will be calculated according to the percentages in Exhibit F. Each region will create its own “Regional Council” to determine what Approved Purposes to fund with that region’s allocation from the Regional Share. Regional governance models are attached to the Colorado MOU as Exhibit G. Each region may draft its own intra-regional agreements, bylaws, or other governing documents to determine how the Regional Council will operate, subject to the terms of the Colorado MOU. Each Regional Council will provide expenditure data to the Abatement Council on an annual basis.

A local government that chooses not to participate or sign onto the Colorado MOU shall not receive any opioid funds from the Regional Share and shall not participate in the Regional Councils.

**E. State Share (10%)**

Ten percent of settlement funds will be allocated directly to the State for statewide priorities in combating the opioid epidemic. The State maintains full discretion over distribution of the State Share anywhere within the State of Colorado. On an annual basis, the State shall provide all data on expenditures from the State Share, including administrative costs, to the Abatement Council.

**F. Statewide Infrastructure Share (10%)**

Ten percent of the settlement funds will be allocated to a Statewide Infrastructure Share to promote capital improvements and provide operational assistance for the development or improvement of infrastructure necessary to abate the opioid crisis anywhere in Colorado.

The Abatement Council shall establish and publish policies and procedures for the distribution and oversight of the Statewide Infrastructure Share, including processes for local governments or regions to apply for opioid funds from the Statewide Infrastructure Share.

#### **G. Attorneys' Fees and Expenses Paid Through a Back-Stop Fund**

To a large extent, the national opioid settlements occurred because of the pressure that litigating entities and their counsel exerted on defendants through their lawsuits. The attorneys' fee provision equitably allocates the cost of attorneys' fees, while also allowing non-litigating entities to share in the 25% premium for releases by the litigating entities in the "Big 3" Distributor and Johnson & Johnson settlements. The work that was done by the litigating entities and their law firms in the litigation has substantially contributed to achieving the settlements that are currently being offered and those that are anticipated in the future.

The Attorney General and local governments have agreed to a "Back-Stop Fund" for attorneys' fees and costs. Before a law firm can apply to the Back-Stop Fund, it must first apply to any national common benefit fee fund. The Back-Stop Fund will only be used to pay the difference between what law firms are owed and the amount they have received from a national common benefit fee fund.

Attorneys' fees are limited to 8.7% of the total LG Share and 4.35% of the total Regional Share. No funds will be taken from the Statewide Infrastructure Share or State Share.

A committee will be formed to oversee payments from the Back-Stop Fund. The committee will include litigating and non-litigating entities. Importantly, any excess money in the Back-Stop fund, after attorneys' fees and costs are paid, will go back to the local governments.

#### **H. Participation in the Colorado MOU and Expected Timeline**

The MOU was designed to ensure that as many local governments as possible would agree to its terms. Strong participation from local governments is needed to receive the full settlement payments for all of Colorado. On August 26, 2021, Colorado Attorney General Phil Weiser signed the MOU. It is projected that settlement funds from the "Big 3" Distributor/Johnson & Johnson settlements could be made available as soon as July 2022 and will be distributed within Colorado according to the MOU.

Along with the MOU, each local government will need to sign a Subdivision Settlement Participation Form for each of the settlements (the "Big 3" Distributor settlement and the Johnson & Johnson settlement) releasing their legal claims and stating they are participating in the settlements. In addition, a Colorado Subdivision Escrow Agreement should be signed to ensure legal claims are released only when 95% participation by certain local governments has been reached. That 95% participation threshold is important because it triggers certain amounts of incentive payments under the settlements and signals to the settling pharmaceutical companies that the settlements have wide acceptance.

A copy of the MOU with signature pages for each local government, the Subdivision Settlement Participation Forms, and the Colorado Subdivision Escrow Agreement will be

provided by the Attorney General’s Office. The documents should be executed by the individual or body with authority to do so on behalf of their respective county or municipality and submitted by mail or email to either CCI or CML at the following addresses:

<p><b><u>For Counties:</u></b></p> <p>Colorado Counties, Inc. 800 Grant, Ste 500 Denver, CO 80203</p> <p>Email: Kyley Burress at <a href="mailto:KBurress@ccionline.org">KBurress@ccionline.org</a> Katie First at <a href="mailto:KFirst@ccionline.org">KFirst@ccionline.org</a></p>	<p><b><u>For Municipalities:</u></b></p> <p>Colorado Municipal League 1144 N. Sherman St. Denver, CO 80203</p> <p>Email: <a href="mailto:opioidsettlement@cml.org">opioidsettlement@cml.org</a></p>
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If you have any questions, please reach out to Heidi Williams of the Colorado AG’s office at [Heidi.Williams@coag.gov](mailto:Heidi.Williams@coag.gov).

## **Colorado Opioids Settlement MOU: Frequently Asked Questions**

### **1. What does this “settle” and why does Colorado need an MOU?**

Nationwide settlements have been reached with the “Big 3” opioid distributors (McKesson, Cardinal Health, and AmerisourceBergen) and opioid manufacturer Johnson & Johnson to resolve claims by state and local governments that these companies contributed to the opioid epidemic. The claims being settled include those raised by local governments in the national multi-district litigation (“MDL”), *In Re: National Prescription Opiate Litigation*, MDL 2804 (N.D. Ohio). More information about these settlements can be found at <https://nationalopioidsettlement.com/>.

The Colorado MOU establishes the framework for distributing and sharing these settlement proceeds throughout Colorado. Local governments and the State prepared the Colorado MOU, which prioritizes regionalism, collaboration, and abatement. It is expected that the Colorado MOU will also be used for settlements with other opioid defendants in the future, including any settlement from Purdue Pharma’s bankruptcy proceeding. Colorado Attorney General Phil Weiser signed the MOU on August 26, 2021. The Colorado MOU is included in this packet from the Attorney General’s Office and can also be found at [www.coag.gov/opioids](http://www.coag.gov/opioids).

### **2. Who put together the Colorado MOU?**

Local government officials from across Colorado were involved in the negotiation of the Colorado MOU with the Attorney General’s Office. County commissioners, mayors, county and city attorneys, and other stakeholders came together with the assistance of Colorado Counties, Inc. (“CCI”) and the Colorado Municipal League (“CML”) to establish the framework and negotiate the details of the Colorado MOU.

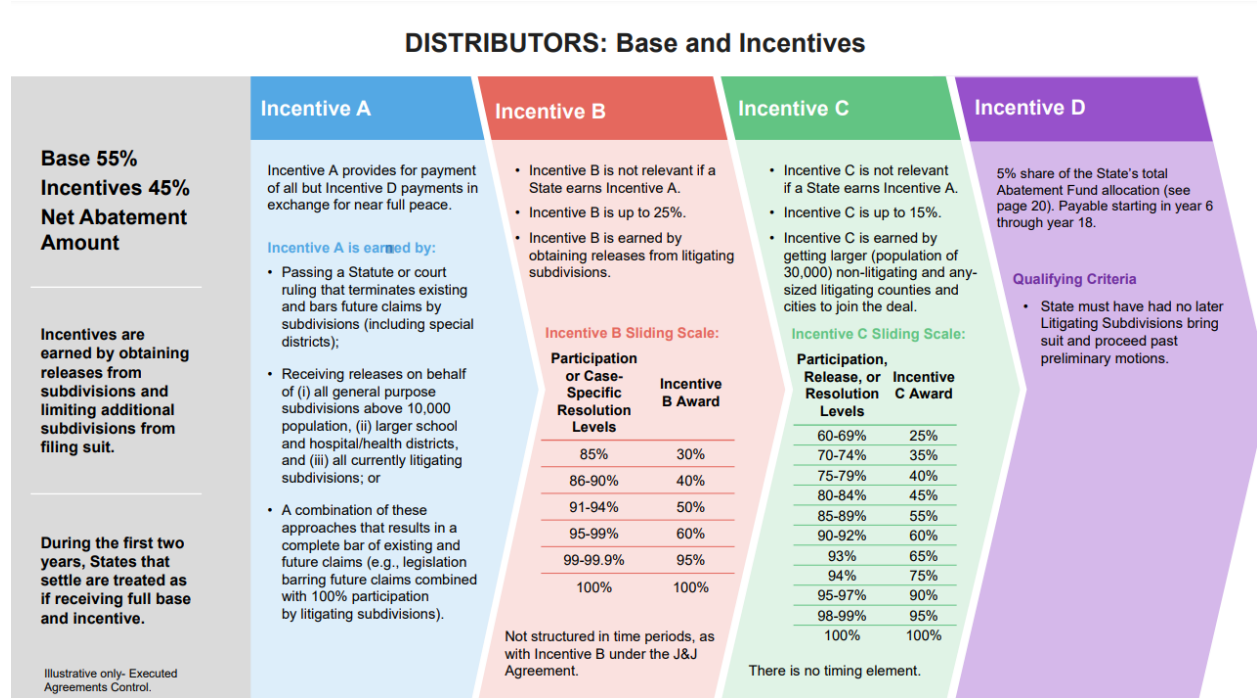
### **3. How much money will Colorado receive and over what period of time?**

Funds from the Big 3 and Johnson & Johnson settlements will be distributed over a period of years. The Big 3 distributors will pay a maximum of \$21 billion over 18 years, while Johnson & Johnson will pay a maximum of \$5 billion over no more than nine years. In total, up to approximately \$22.8 billion in settlement proceeds will be payable to state and local subdivisions nationwide. Each state receives a percentage of that recovery, and Colorado’s maximum share from these settlements will likely be more than \$300 million.

However, as discussed more below, Colorado will receive its maximum share of settlement payments only if enough local governments sign on to the deal. Also, the settling defendants have the option to “walk away” from the deals if there is not enough participation, so it is important that a “critical mass” of local governments signs on soon. Otherwise, the entire deal could fall through.

#### 4. How can we maximize Colorado’s recovery?

The MOU was designed to ensure that as many local governments as possible would agree to its terms. The Big 3 Distributor and Johnson & Johnson settlements include incentive payments based on how many governments participate. Strong participation from local governments is needed to receive the full settlement payments for all of Colorado. Local governments should sign the Colorado Subdivision Escrow Agreement to ensure their legal claims are released only when 95% participation by local governments has been reached, which secures significant incentive payments under these settlement agreements. For more information on the incentive payments, please see the graphics below:



### JOHNSON & JOHNSON: Base and Incentives

**Base 45%**  
**Incentives 55%**  
**Global Settlement Abatement Amount**

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**Incentives are earned by obtaining releases from subdivisions and limiting additional subdivisions from filing suit.**

Illustrative only- Executed Agreements Control.

**Incentive A**

Incentive A provides for payment of all but Incentive D payments in exchange for near full peace.

Earning Incentive A also causes substantial payments, the first three years of payments, accelerated and paid within 90 days.

**Incentive A is earned by:**

- Passing a Statute or court ruling that terminates existing and bars future claims by subdivisions (including special districts);
- Receiving releases on behalf of (i) all general purpose subdivisions above 10,000 population, (ii) larger school and hospital/health districts, and (iii) all currently litigating subdivisions; or
- A combination of these approaches that results in a complete bar of existing and future claims (e.g., legislation barring future claims combined with 100% participation by litigating subdivisions).

**Incentive B**

- Incentive B is not relevant if a State earns Incentive A.
- Incentive B is up to 30%.
- Incentive B is earned from obtaining releases from litigating subdivisions.

**Incentive B Sliding Scale:**

Participation or Case-Specific Resolution Levels	Incentive B Award
75%	50%
76%	52%
77%	54%
78%	56%
79%	58%
80%	60%
85%	70%
90%	80%
95%	90%
100%	100%

Timing element: Incentive B is structured in time periods and states will receive a percentage of sliding scale payments depending on when they reach 75% of litigating subdivisions signed on: (a) 0-210 days = 100% of sliding scale; (b) 211-365 = 75% of sliding scale; and (c) 366-2 years from effective date = 50% of sliding scale.

**Incentive C**

- Incentive C is not relevant if a State earns Incentive A.
- Incentive C is up to 20%. It breaks Incentive C in two parts.
- Incentive C is earned by getting larger (population of 30,000) litigating and non-litigating counties and cities to join the deal. 5% is awarded for obtaining a State's ten largest general purpose subdivisions (cities and counties).

**Incentive C Sliding Scale:**

Participation, Release, or Resolution Levels	Incentive C(1) Award
60%	40%
70%	45%
80%	50%
85%	55%
90%	60%
91%	65%
92%	70%
93%	80%
94%	90%
95%	100%

There is no timing element.

**Incentive D**

5% share of the State's total Abatement Fund allocation (see page 20). Payable starting in year 6 through year 18.

**Qualifying Criteria**

- State must have had no later Litigating Subdivisions bring suit and proceed past preliminary motions in the 5 years following the Effective Date.

#### 5. Is participation limited to litigating entities?

No, participation is not limited to governments that filed suit in the opioid litigation. Money from these settlements will be used for opioid crisis abatement in communities across Colorado, regardless of whether they have chosen to sue. All Colorado local governments are eligible to participate in the settlements and join the MOU, and the MOU does **not** allocate more funds to cities and counties that chose to file suit—all cities and counties in Colorado are allocated funds based on the same objective factors.

#### 6. How will settlement proceeds be divided within the state under the Colorado MOU?

Under the Colorado MOU, settlement proceeds will be distributed as follows:

- 10% directly to the State (“State Share”)
- 20% directly to Participating Local Governments (“LG Share”)
- 60% directly to Regions (“Regional Share”)
- 10% to specific abatement infrastructure projects (“Statewide Infrastructure Share”)

#### 7. How will the money be spent?

Under the Colorado MOU, all settlement funds must be used only for “Approved Purposes,” a long and broad list that focuses on abatement strategies. These strategies emphasize prevention, treatment, and harm reduction. Some examples of these strategies include training health care providers on opioid use disorder (“OUD”) treatment and responsible prescribing, expanding telehealth and mobile services for treatment, and increasing naloxone and rescue breathing

supplies. The list of Approved Purposes is broad enough to be flexible for local communities, while ensuring that settlement funds are used to combat the opioid epidemic. The list of Approved Purposes is attached as Exhibit A to the MOU, unless the term is otherwise defined in a settlement.

To ensure that settlement funds are in fact used only for Approved Purposes, a General Abatement Fund Council (the “Abatement Council”) will be formed. This committee will consist of thirteen representatives appointed by the State and Participating Local Governments to ensure opioid funds are spent in compliance with the terms of the settlements and the Colorado MOU.

### **8. How will direct payments to local governments be allocated?**

Under the Colorado MOU, 20% of the settlement funds will be paid directly to local governments. A list of the percentage of settlement funds that will be allocated to each County Area (that is, the county government plus the municipalities within that county) is Exhibit D to the Colorado MOU. Those allocations are further broken down to an intracounty level in Exhibit E, which is a default allocation.

The allocations to each County Area are based on three factors that address the relative severity of the opioid crisis: (a) the number of persons suffering from Opioid Use Disorder in the county; (b) the number of opioid overdose deaths in the county; and (c) the amount of opioids distributed within the county (measured in Morphine Milligram Equivalent units).

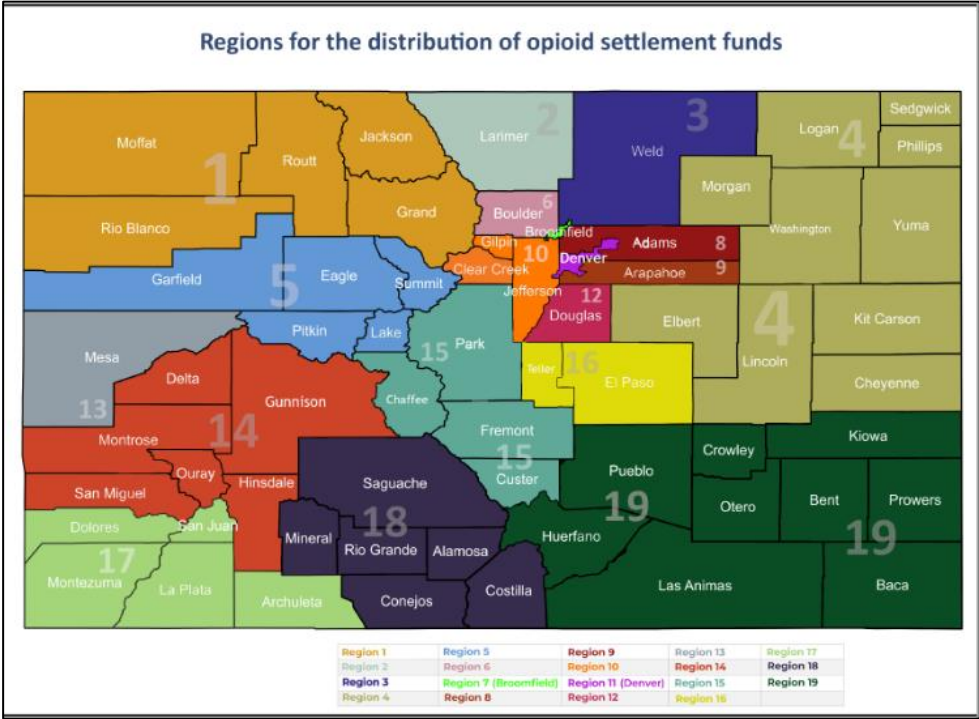
The intracounty allocations in Exhibit E are based on a default allocation model that will apply unless the local governments in a County Area enter into an agreement that provides for a different allocation model. These allocations are based on a model developed by health economist experts, which use data from the State and Local Governments Census on past spending relevant to opioid abatement.

To ensure transparency and that settlement funds are used for Approved Purposes, local governments that receive settlement funds directly will be required to provide expenditure data to the Abatement Council on an annual basis. Local governments that wish to join the MOU but do not wish to receive any direct payments have the option to redirect their payments to the Regional allocation described below.

A local government that chooses not to participate or sign onto the Colorado MOU will not receive funds from the LG Share and the portion of the LG share that it would have received will instead be re-allocated to the Regional Share described below.

### **9. How will payments to Regions be allocated?**

Under the Colorado MOU, 60% of the settlement funds will be allocated to single- or multi-county regions made up of local governments. Local governments in Colorado worked collaboratively to develop the Regional Map, which emphasizes existing local infrastructure and relationships. The regional map is below, as well as included in the Colorado MOU as Exhibit C:



For more information on the percentages of settlement funds that will be allocated to each Region, please see Exhibit F of the Colorado MOU.

**10. How will the Regions be governed?**

Each Region will create its own “Regional Council” consisting of members from the constituent local governments to determine what Approved Purposes to fund with the Region’s allocation. The Regional Council will have the power to make spending decisions in the Region. The Regions will designate a fiscal agent prior to receiving any settlement funds. Regional governance models are attached to the Colorado MOU as Exhibit G. Each Region may draft its own intra-regional agreements, bylaws, or other governing documents to determine how the Regional Council will operate. Each Regional Council will provide expenditure data to the Abatement Council on an annual basis.

**11. How will the Statewide Infrastructure Share work?**

Many stakeholders have expressed a need for capital improvements across Colorado, and particularly in underserved areas, to abate the opioid crisis. The Colorado MOU directly addresses this by allocating 10% of settlement funds going to these projects. This money will be distributed by a statewide committee based on need. The Abatement Council will establish and publish policies and procedures for the distribution and oversight of the Statewide Infrastructure Share, including processes for local governments or regions to apply for opioid funds from the Statewide Infrastructure Share.

## 12. How will attorneys' fees and expenses be paid?

The Attorney General and local governments have agreed to a "Back-Stop Fund" for attorneys' fees and costs. The attorneys' fee provision in the Colorado MOU equitably allocates the cost of attorneys' fees across all local governments, while also allowing non-litigating entities to share in the 25% premium for releases signed by the litigating entities in the "Big 3" Distributor and Johnson & Johnson settlements.

Before a law firm can apply to the Back-Stop Fund, it must first apply to any national common benefit fee fund. The Back-Stop Fund will only be used to pay the difference between what law firms are owed and the amount they have received from a national common benefit fee fund. Attorneys' fees are limited to 8.7% of the total LG Share and 4.35% of the total Regional Share. No funds will be taken from the Statewide Infrastructure Share or State Share.

A committee will be formed to oversee payments from the Back-Stop Fund. The committee will include litigating and non-litigating entities. Importantly, any excess money in the Back-Stop fund, after attorneys' fees and costs are paid, will go back to the local governments.

## 13. Why is this a great result for local governments?

The Colorado MOU will ensure effective and efficient use of funds without dilution or diversion of opioid settlement money to unrelated purposes or unnecessary overhead expenses. In the Colorado MOU the local governments control 80% of the settlement funds.

- Bottom-Up Approach – The need is at the local level, so the resources should be, too.
- Local Voices – The communities bearing the brunt of this burden must have a meaningful seat at the table to make decisions about where resources go.
- Flexibility – The Colorado MOU provides an opportunity for local governments to decide how to entrust their own regional funds without unnecessary red tape.

## 14. How do I sign the MOU?

Local governments should sign four documents.

- a. First is the MOU.
- b. Next, each local government will need to sign a Subdivision Settlement Participation Form for each of the **two settlements** (the "Big 3" Distributor settlement and the Johnson & Johnson settlement) releasing their legal claims and stating they are participating in the settlements.
- c. In addition, a Colorado Subdivision Escrow Agreement should be signed to ensure legal claims are released only when 95% participation by certain local governments has been reached, which secures a significant portion of the incentive payments described in FAQ 4, above. Under the terms of the Colorado Subdivision Escrow Agreement, CCI (for counties) or

CML (for municipalities) will hold the MOUs and the Subdivision Settlement Participation Forms for each of the settlements in escrow until 95% participation by local governments has been reached as to specified incentive payments under the respective settlement agreements.

Copies of the Subdivision Settlement Participation Forms, the MOU with signature pages for each local government, and the Colorado Subdivision Escrow Agreement will be provided by the Attorney General’s Office. The documents should be executed by the individual or body with authority to do so on behalf of their respective county or municipality and submitted by mail or email to either CCI or CML at the following addresses:

<p><b><u>For Counties:</u></b> Colorado Counties, Inc. 800 Grant, Ste 500 Denver, CO 80203</p> <p>Email: Kyley Burress <a href="mailto:KBurress@ccionline.org">KBurress@ccionline.org</a> Katie First <a href="mailto:KFirst@ccionline.org">KFirst@ccionline.org</a></p>	<p><b><u>For Municipalities:</u></b> Colorado Municipal League 1144 N. Sherman St. Denver, CO 80203</p> <p>Email: <a href="mailto:opioidsettlement@cml.org">opioidsettlement@cml.org</a></p>
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If you have any questions, please reach out to Heidi Williams of the Colorado AG’s office at [Heidi.Williams@coag.gov](mailto:Heidi.Williams@coag.gov).

**EXHIBIT K**

**Settlement Participation Form**

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“Janssen Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Janssen Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Janssen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Janssen Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Janssen Settlement.
7. The Governmental Entity has the right to enforce the Janssen Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of Section IV (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Janssen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Janssen Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Janssen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Janssen Settlement.

10. Nothing herein is intended to modify in any way the terms of the Janssen Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Janssen Settlement in any respect, the Janssen Settlement controls.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT K**

**Subdivision Settlement Participation Form**

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“*Distributor Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Distributor Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributor Settlement, understands that all terms in this Participation Form have the meanings defined therein, and agrees that by signing this Participation Form, the Governmental Entity elects to participate in the Distributor Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Distributor Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Distributor Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Distributor Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Distributor Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Distributor Settlement.

7. The Governmental Entity has the right to enforce the Distributor Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributor Settlement, including, but not limited to, all provisions of Part XI, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributor Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Distributor Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributor Settlement.
10. In connection with the releases provided for in the Distributor Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Distributor Settlement.

11. Nothing herein is intended to modify in any way the terms of the Distributor Settlement, to which Governmental Entity hereby agrees. To the extent this Participation Form is interpreted differently from the Distributor Settlement in any respect, the Distributor Settlement controls.

I have all necessary power and authorization to execute this Participation Form on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Colorado Subdivision Escrow Agreement

Governmental Entity:	State: CO
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”) hereby provides Colorado Counties, Inc. (for counties) or the Colorado Municipal League (for municipalities) (“*Escrow Agent*”) the enclosed copies of the Governmental Entity’s endorsed Subdivision Settlement Participation Forms and the Colorado Opioids Settlement Memorandum of Understanding (“Colorado MOU”), to be held in escrow. The Subdivision Settlement Participation Forms apply respectively to (1) the National Settlement Agreement with McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation, dated July 21, 2021 (“*Distributor Settlement*”); and (2) the National Settlement Agreement with Janssen Pharmaceuticals, Inc., and its parent company Johnson & Johnson, dated July 21, 2021 (“*J&J Settlement*”). Pursuant to this Agreement, the Subdivision Settlement Participation Forms and the Colorado MOU will be released only if there is 95% participation by local governments in Colorado as further explained below.

### **Purpose of this Agreement**

By endorsing a Subdivision Settlement Participation Form in the Distributor Settlement and the J&J Settlement, a governmental entity agrees to participate in those settlements and release any legal claims it has or may have against those settling pharmaceutical companies. This Colorado Subdivision Escrow Agreement is meant to ensure that the legal claims of governmental entities in Colorado will be released only when 95% participation by certain governmental entities has been reached. That 95% participation threshold is important because it signals to the settling pharmaceutical companies that the settlement has wide acceptance which will then secure significant incentive payments under these settlement agreements.

### **Escrow**

The Escrow Agent shall promptly report the receipt of any Governmental Entity’s endorsed Subdivision Settlement Participation Forms and Colorado MOUs to the Colorado Attorney General’s Office and to the law firm of Keller Rohrback L.L.P. These documents shall be released by the Escrow Agent to the Colorado Attorney General’s Office if and when the Escrow Agent is notified by the Attorney General’s Office and Keller Rohrback that that the threshold 95% participation levels have been reached for both the Distributor Settlement and the J&J Settlement, as further described below. If by December 29, 2021, the Escrow Agent has not received notification that the threshold 95% levels have been reached for both the Distributor Settlement and the J&J Settlements, then the documents being escrowed shall be returned to the Governmental Entities and all copies shall be destroyed.

**Distributor Settlement**

The Attorney General’s Office and Keller Rohrback shall jointly submit a written notification to the Escrow Agent when it has been determined that the percentages of populations eligible for Incentives B and C, as described in Sections IV.F.2 and IV.F.3 of the Distributor Settlement, are each 95% or more. For purposes of this Escrow Agreement, the percentages of populations eligible for Incentives B and C under the Distributor Settlement will include governmental entities that sign a Subdivision Settlement Participation Form subject to an escrow agreement and governmental entities that sign a Subdivision Settlement Participation Form that is not subject to an escrow agreement.

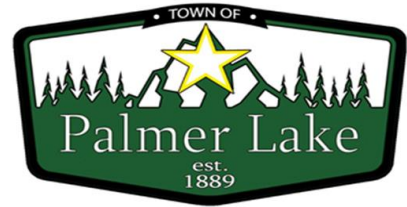
**J&J Settlement**

The Attorney General’s Office and Keller Rohrback shall jointly submit a written notification to the Escrow Agent when it has been determined that the Participation or Case-Specific Resolution Levels for Incentives B and C, as described in Sections V.E.5 and V.E.6 of the J&J Settlement, are each 95% or more. For purposes of this Escrow Agreement, the percentages or populations eligible for Incentives B and C under the J&J Settlement will include governmental entities that sign a Subdivision Settlement Participation Form subject to an escrow agreement and governmental entities that sign a Subdivision Settlement Participation Form that is not subject to an escrow agreement.

Colorado Subdivision Name \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date



**TOWN OF PALMER LAKE  
BOARD OF TRUSTEES - AGENDA MEMO**

<b>DATE:</b> October 28, 2021	<b>ITEM NO.</b>	<b>SUBJECT:</b>
<b>Presented by:</b> Town Administrator /Clerk		Renewal of Black Hills Franchise Agreement – 2 Readings

**Background**

Town staff received notification from Black Hills that the franchise agreement renews March of 2022. The Town fee is at 4%. Note: the franchise fee, frequency that fee is paid, and the term of the draft are the same as the current agreement but there will be new language in the draft since the last agreement was put in place.

Please note the following average of fees – again, the Town agreement with Black Hills is at 4%.

Percentage-based fees in Colorado range from 0 (none) up to 5%. The most common fee is 3%, and below are some samples served near Palmer Lake:

- Castle Rock – 3%
- Monument – 3%
- Woodland Park – 3%
- Green Mountain Falls – 5%
- Fountain – 3%
- Larkspur – 0.5%

Per Colorado law, two readings are required for this ordinance, with public notice for three weeks in advance of the first reading and for two weeks in advance of second/final reading.

Staff suggests a first reading on Nov 18 (with three consecutive weeks publication) and second (final) reading on Dec 9 (with two weeks publication prior) and to continue with 4% fees in agreement.

**Ordinance No. \_\_\_\_\_**

**An Ordinance granting Black Hills Colorado Gas, Inc.  
d/b/a Black Hills Energy, its lessees, successors and assigns,  
a natural gas franchise and the authority to construct, operate, maintain, and extend  
a natural gas distribution plant and system, and granting the right to use the streets, alleys,  
and other public places within the present or future corporate limits of the  
Town of Palmer Lake, Colorado**

Be it ordained by the Board of Trustees of the Town of Palmer Lake, Colorado, as follows:

**FRANCHISE GRANTED**

The Board of Trustees of Town of Palmer Lake, Colorado (hereinafter referred to as "Grantor"), hereby grants a non-exclusive franchise to Black Hills Colorado Gas, Inc. d/b/a Black Hills Energy, (hereinafter called "Grantee"), its lessees, successors and assigns. Grantee is hereby granted the right, privilege, franchise, permission and authority to lay, construct, install, maintain, operate and extend in, along, over or across the present and future streets, alleys, avenues, bridges, public rights-of-way and public easements as are now within the present or future limits of said Grantor, a natural gas distribution system and all facilities necessary for the purpose of supplying natural gas or processed gas and other operations connected therewith or incident thereto for all purposes to the inhabitants of said Grantor and consumers in the vicinity thereof, and for the distribution of natural gas from or through said Grantor to points beyond the limits thereof. Such facilities shall include, but not be limited to, all mains, services, pipes, conduits and all other apparatus and appliances necessary or convenient for transporting, distributing and supplying natural gas for all purposes for which it may be used, and to do all other things necessary and proper in providing natural gas service to the inhabitants of Grantor and in carrying on such business.

**TERM**

This franchise shall take effect on the first day of the month following the date this Ordinance is finally approved by the Colorado Public Utilities Commission (the "Effective Date"), at which time Grantee will begin to collect the franchise fee set forth herein, and this franchise shall remain in effect for a period of twenty (20) years from the Effective Date of this Ordinance.

**FRANCHISE FEES OR TAXES**

In exchange for the franchise granted herein, Grantee shall collect from all customers located within the corporate limits of Grantor as depicted on the Map (as defined below) but not the Town of Palmer Lake and pay to Grantor an amount equal four percent (4%) of gross receipts Grantee derives from the sale, distribution or transportation of gas within the present of Grantor. Gross receipts as used herein are revenues received from the sale, distribution or transportation of gas, after adjustment for the net write-off of uncollectible accounts and corrections of bills theretofore rendered.

The amount paid by Grantee shall be in lieu of, and Grantee shall be exempt from, all other fees, charges, taxes or assessments which the Grantor may impose for the privilege of doing business within the limits of Grantor, including, without limitation, excise taxes, occupation taxes, licensing fees, or right-of-way permit fees, and in the event the Grantor imposes any such fee, charge, tax or assessment, the payment to be made by Grantee in accordance with this Ordinance shall be reduced in an amount equal to any such fee, charge, tax or assessment imposed upon the Grantee. Ad valorem property taxes imposed generally upon all real and personal property within the present or future corporate limits of Grantor shall not be deemed to affect Grantee's obligations under this Ordinance.

Grantee shall report and pay any amount payable under this Ordinance on a quarterly basis. Such payment shall be made no more than thirty (30) days following the close of the period for which payment is due. Initial and final payments shall be prorated for the portions of the periods at the beginning and end of any franchise granted by the Grantor to Grantee.

Grantee shall list the franchise fee collected from customers as a separate item on bills for utility service issued to its customers. If at any time the Colorado Public Utilities Commission or other authority having proper jurisdiction prohibits such recovery, then Grantee will no longer be obligated to collect and pay the franchise fee until an alternate lawful franchise fee can be negotiated and implemented. Any customer refunds ordered by the Commission or other authority due to an unlawful or prohibited collection of the franchise fee collected by Grantee and remitted to Grantor shall be refunded by Grantor. In addition, Grantee may reduce the franchise fee payable for gas delivered to a specific customer when such reduction is required to attract or retain the business of that customer.

Within ten (10) days of the date of this ordinance, Grantor shall provide Grantee with a map of its corporate limits (the "Map"). The Map shall be of sufficient detail to assist Grantee in determining whether their customers reside within Grantor's corporate limits. The Map along with Grantee's Geographic Information System ("GIS") mapping information shall serve as the basis for determining Grantee's obligation hereunder to collect and pay the franchise fee from customers; provided, however, that if the Grantor's corporate limits are changed by annexation or otherwise, it shall be the Grantor's sole responsibility to (a) update the Map so that the changes are included therein, and (b) provide the updated Map to the Grantee. Grantee's obligation to collect and pay the franchise fee from customers within an annexed area shall not commence until the later: (a) of sixty (60) days after Grantee's receipt from Grantor of an updated Map including such annexed area, or (b) such time after Grantee's receipt from the Grantor of an updated Map including such annexed area as is reasonably necessary for Grantee to identify the customers in the annexed area obligated to pay the franchise fee.

Grantor shall provide copies of annexation ordinances to Grantee on a timely basis to ensure appropriate franchise fee collection from customers within the corporate limits of the city as set forth above.

Grantor shall indemnify Grantee from claims of any nature, including attorney fees, arising out of or related to the imposition and collection of the franchise fee. In addition, Grantee shall not be liable for paying franchise fees from or to any customer originally or subsequently identified,

or incorrectly identified, by Grantor or by Grantee, as being subject to the franchise fee or being subject to a different level of franchise fees or being exempt from the imposition of franchise fees.

Grantor shall have access to and the right to examine, during normal business hours, Grantee’s books, receipts, files, records and documents as is reasonably necessary to verify the accuracy of payments due hereunder; provided, that the Municipality shall not exercise such right more than twice per calendar year. If it is determined that a mistake was made in the payment of any franchise fee required hereunder, such mistake shall be corrected promptly upon discovery such that any under-payment by Grantee shall be paid within thirty (30) days of recalculation of the amount due, and any over-payment by Grantee shall be deducted from the next payment of such franchise fee due by Grantee to Grantor; provided, that neither party shall have the obligation to correct a mistake that is discovered more than one (1) year after the occurrence thereof.

**GOVERNING RULES AND REGULATIONS**

The franchise granted hereunder is subject to all conditions, limitations and immunities now provided for, or as hereafter amended, and applicable to the operations of a public utility, by state or federal law. The rates to be charged by Grantee for service within the present or future corporate limits of Grantor and the rules and regulations regarding the character, quality and standards of service to be furnished by Grantee, shall be under the jurisdiction and control of such regulatory body or bodies as may, from time to time, be vested by law with authority and jurisdiction over the rates, regulations and quality and standards of service to be supplied by Grantee. Provided however, should any judicial, regulatory or legislative body having proper jurisdiction take any action that precludes Grantee from recovering from its customers any cost associated with services provided hereunder, then Grantee and Grantor shall renegotiate the terms of this Ordinance in accordance with the action taken. In determining the rights and duties of the Grantee, the terms of this Ordinance shall take precedence over any conflicting terms or requirements contained in any other ordinance enacted by the Grantor.

**PROVISION FOR INADEQUATE ENERGY SUPPLIES**

If an energy supplier is unable to furnish an adequate supply of energy due to an emergency, an order or decision of a public regulatory body, or other acts beyond the control of the Grantee, then the Grantee shall have the right and authority to adopt reasonable rules and regulations limiting, curtailing or allocating extensions of service or supply of energy to any customers or prospective customers, and withholding the supply of energy to new customers, provided that such rules and regulations shall be uniform as applied to each class of customers or prospective customers, and shall be non-discriminatory as between communities receiving service from the Grantee.

**CONSTRUCTION AND MAINTENANCE OF GRANTEE’S FACILITIES**

Any pavements, sidewalks or curbing taken up and any and all excavations made shall be done in such a manner as to cause only such inconvenience to the inhabitants of Grantor and the general public as is reasonably necessary, and repairs and replacements shall be made promptly by Grantee, leaving such properties in as good as condition as existed immediately prior to excavation.

Grantee agrees that for the term of this franchise, it will use its best efforts to maintain its facilities and equipment in a condition sufficient to meet the current and future energy requirements of Grantor, its inhabitants and industries. While maintaining its facilities and equipment, Grantee shall obtain permits as required by ordinance and will fix its excavations within a commercially reasonable time period, except that in emergency situations Grantee shall take such immediate unilateral actions as it determines are necessary to protect the public health, safety, and welfare; in which case, Grantee shall notify Grantor as soon as reasonably possible. Within a reasonable time thereafter, Grantee shall request and Grantor shall issue any permits or authorizations required by Grantor for the actions conducted by Grantee during the emergency situation.

Grantor will give Grantee reasonable notice of plans for street improvements where paving or resurfacing of a permanent nature is involved that affects Grantee's facilities. The notice shall contain the nature and character of the improvements, the rights-of-way upon which the improvements are to be made, the extent of the improvements, and the time when the Grantor will start the work, and, if more than one right-of-way is involved, the order in which the work is to proceed. The notice shall be given to the Grantee as soon as practical in advance of the actual commencement of the work, considering seasonable working conditions, to permit the Grantee to make any additions, alterations, or repairs to its facilities.

#### **EXTENSION OF GRANTEE'S FACILITIES**

Upon receipt and acceptance of a valid application for service, Grantee shall, subject to its own economic feasibility criteria as approved by the Colorado Public Utilities Commission make reasonable extensions of its distribution facilities to serve customers located within the current or future corporate limits of Grantor.

#### **RELOCATION OF GRANTEE'S FACILITIES**

If Grantor elects to change the grade of or otherwise alter any street, alley, avenue, bridge, public right-of-way or public place for a public purpose, unless otherwise reimbursed by federal, state or local legislative act or governmental agency, Grantee, upon reasonable notice from Grantor, shall remove and relocate its facilities or equipment situated in the public rights-of-way, at the cost and expense of Grantee, if such removal is necessary to prevent interference.

If Grantor orders or requests Grantee to relocate its facilities or equipment for the primary benefit of a commercial or private project, or as a result of the initial request of a commercial or private developer or other non-public entity, and such removal is necessary to prevent interference, then Grantee shall receive payment for the cost of such relocation as a precondition to relocating its facilities or equipment.

Grantor shall consider reasonable alternatives in designing its public works projects and exercising its authority under this section so as not to arbitrarily cause Grantee unreasonable additional expense. If alternative public right-of-way space is available, Grantor shall also provide a reasonable alternative location for Grantee's facilities. Grantor shall give Grantee written notice of an order or request to vacate a public right-of-way; provided, however, that its receipt of such notice shall not deprive Grantee of its right to operate and maintain its existing facilities in such public right-of way until it (a) if applicable, receives the reasonable cost of

relocating the same and (b) obtains a reasonable public right-of-way, dedicated utility easement, or private easement alternative location for such facilities.

### **CONFIDENTIAL INFORMATION**

Grantor acknowledges that certain information it might request from Grantee pursuant to this Ordinance may be of a proprietary and confidential nature, and that such requests may be subject to the Homeland Security Act or other confidentiality protections under state or federal law. If Grantee requests that any information provided by Grantee to Grantor be kept confidential due to its proprietary or commercial value, Grantor and its employees, agents and representatives shall maintain the confidentiality of such information, to the extent allowed by law. If Grantor is requested or required by legal or administrative process to disclose any such proprietary or confidential information, Grantor shall promptly notify Grantee of such request or requirement so that Grantee may seek an appropriate protective order or other relief.

### **FORCE MAJEURE**

It shall not be a breach or default under this Ordinance if either party fails to perform its obligations hereunder due to force majeure. Force majeure shall include, but not be limited to, the following: 1) physical events such as acts of God, landslides, lightning, earthquakes, fires, freezing, storms, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery, equipment or distribution or transmission lines; 2) acts of others such as strikes, work-force stoppages, riots, sabotage, insurrections or wars; 3) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, executive order, or regulation promulgated by a governmental authority having jurisdiction; and (4) any other causes, whether of the kind herein enumerated or otherwise not reasonably within the control of the affected party to prevent or overcome. Each party shall make reasonable efforts to avoid force majeure and to resolve such event as promptly as reasonably possible once it occurs in order to resume performance of its obligations hereunder; provided, however, that this provision shall not obligate a party to settle any labor strike.

### **HOLD HARMLESS**

Grantee, during the term of this Ordinance, agrees to save harmless Grantor from and against all claims, demands, losses and expenses arising directly out of the negligence of Grantee, its employees or agents, in constructing, operating, and maintaining its distribution and transmission facilities or equipment; provided, however, that Grantee need not save Grantor harmless from claims, demands, losses and expenses arising out of the negligence of Grantor, its employees or agents.

### **SUCCESSORS AND ASSIGNS**

All rights, privileges and authority granted to Grantee hereunder shall inure to the benefit of Grantee's lessees, successors and assigns, subject to the terms, provisions and conditions herein contained, and all obligations imposed upon Grantee hereunder shall be binding upon Grantee's lessees, successors and assigns.

### **NO THIRD PARTY BENEFICIARIES**

This Ordinance constitutes a franchise agreement between the Grantor and Grantee. No provision of this Ordinance shall inure to the benefit of any third person, including the public at

large, so as to constitute any such person as a third party beneficiary of the agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action for any person not a party hereto.

**SEVERABILITY**

If any clause, sentence or section of this Ordinance is deemed invalid by any judicial, regulatory or legislative body having proper jurisdiction, the remaining provisions shall not be affected.

**NON WAIVER**

Any waiver of any obligation or default under this Ordinance shall not be construed as a waiver of any future defaults, whether of like or different character.

**REPEAL CONFLICTING ORDINANCES**

This Ordinance, when accepted by Grantee as provided below, shall constitute the entire agreement between the Grantor and the Grantee relating to the franchise granted by Grantor hereunder, and the same shall supersede all prior ordinances relating thereto, and any terms and conditions of such prior ordinances or parts of ordinances in conflict herewith are hereby repealed. Ordinance No. 2 of 20 of the Town of Palmer Lake, Colorado, is hereby repealed as of the Effective Date hereof.

**EFFECT AND INTERPRETATION OF ORDINANCE**

The captions that precede each section of this Ordinance are for convenience and/or reference only and shall not be taken into consideration in the interpretation of any of the provisions of this Ordinance.

**ACCEPTANCE**

Upon final passage and approval of this Ordinance by Grantor, in accordance with applicable laws and regulations, Grantee shall file its acceptance by written instrument, within sixty (60) days of passage by the Board of Trustees, with the Clerk of the Town of Palmer Lake, Colorado. The Clerk of the Town of Palmer Lake, Colorado shall sign and affix the community seal to acknowledge receipt of such acceptance, and return one copy to Grantee. If Grantee does not, within sixty (60) days following passage of this Ordinance, either express in writing its objections to any terms or provisions contained therein, or reject this Ordinance in its entirety, Grantee shall be deemed to have accepted this Ordinance and all of its terms and conditions.

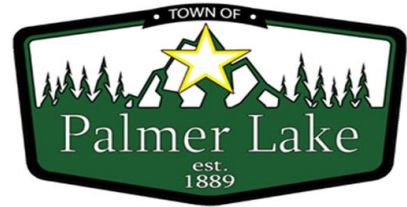
Passed and approved by the Board of Trustees of the Town of Palmer Lake, Colorado, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
[Mayor or other Authorized Official]

Attest:

\_\_\_\_\_

Clerk of Town of Palmer Lake, Colorado



**TOWN OF PALMER LAKE  
BOARD OF TRUSTEES - AGENDA MEMO**

<b>DATE:</b> October 28, 2021	<b>ITEM NO.</b>	<b>SUBJECT:</b>
<b>Presented by:</b> Town Administrator /Clerk		Set Hearing to Review Business License for Bach Crawlers

**Background**

Town staff identified contradiction in various versions of the Business License town code. Following a legal review, the following is recommended pursuant to section 5.02.040, D, “if there has been written complaint or complaints received, the Town Clerk shall treat the application for renewal as a new license application and the procedures set forth shall be followed.”

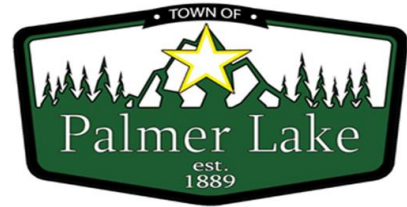
Those procedures are set forth as:

5.02.040 Permit and License--Application--Investigation and Issuance.

(A) Upon receipt of such application for a new business license, the same shall be referred to the Town Clerk who shall cause such investigation of the applicant's business and moral character to be made as the Board deems necessary for the protection of the public good;

(B) The results of all investigations for a new business license shall be referred to the Town Board for a hearing for approval or denial. If, after hearing, the applicant's character or business responsibility is found to be unsatisfactory, the Town Board shall endorse on such application its disapproval and return the same to the Town clerk who shall notify the applicant of such disapproval and that no permit and license will be issued.

Thus, staff is requesting that the Board set a hearing date and direct staff to provide the business owner written notice of the hearing date and all information will be gathered for said hearing date.



Item 14.

**TOWN OF PALMER LAKE  
BOARD OF TRUSTEES - AGENDA MEMO**

<b>DATE:</b> October 28, 2021	<b>ITEM NO.</b>	<b>SUBJECT:</b> Draft Code for Short Term Rentals
<b>Presented by:</b> Town Administrator /Clerk		

**Background**

Following multiple workshop discussions, review of various municipal material relating to ordinance and policy for Short Term Rentals, a draft of new code relating to Short Term Rentals will be distributed following legal review.