



BOARD OF TRUSTEES MEETING

Thursday, August 22, 2024

Executive Session at 5:00 PM / Regular Meeting at 6:00 PM

Palmer Lake Town Hall – 28 Valley Crescent, Palmer Lake, Colorado

LIVE STREAM available at Town website

AGENDA

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

Call to Order & Roll Call

Convene to Executive Session

A) For the purpose of discussing a matter that is subject to negotiation related to a possible annexation, pursuant to Section 24-6-402(4)(e), C.R.S.

B) For the purpose of discussing a matter that is subject to negotiation, pursuant to Section 24-6-402(4)(e), C.R.S., and to confer with the Town Attorney for legal advice on specific questions concerning a civil summons and petition to disconnect filed by United Congregational Church, pursuant to C.R.S. 24-6-402(4)(b).

C) For the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators related town land dedication under C.R.S. 24-6-402(4)(e).

Reconvene to Open Session by 5:45 PM to open doors for Regular Meeting at 6 PM

Roll Call

Pledge of Allegiance

Presentation

- [1.](#) 2023 Financial Audit Prepared by Green & Associates LLC

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.*

- [2.](#) Minutes from August 8, 2024 Meeting
- [3.](#) Checks over \$15,000 - Bradley Excavating (\$27,119.00); Green & Associates (\$17,800.00)
- [4.](#) Financials (July)

Staff/Department Reports

5. Attorney
6. Administrator/Clerk

Business Items

- [7.](#) Resolution 43-2024 to Authorize Filing 2023 Financial Audit
- [8.](#) Resolution 47-2024 to Reconsider Award for Asbestos Abatement
- [9.](#) Resolution 44-2024 to Authorize IGA to Coordinate Election with El Paso County
- [10.](#) Resolution 46-2024 to Approve Alternate Fee for Plat Amendment and Correction
- [11.](#) Resolution 45-2024 to Authorize IGA with UC Health for Co-responder Clinician
- [12.](#) Resolution 48-2024 to Redirect Opioid Settlement Payments to the Region
- [13.](#) Ordinance 10-2024 to Amend Ch 5 Business License Regulations
14. Direction for Fire Department Request to Use Town (Motor Bike Track) Property for Slash Collection

Public Comment - *Public comments are encouraged to be emailed to the Town office at info@palmer-lake.org with subject line of Public Comment (24 hours prior to meeting) and shall be distributed and read 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 comment but may refer it to staff and/or a future meeting agenda. Public members are allowed up to 3 minutes for comments. Thank you!*

Board Reports**Next Meeting (Joint Workshop 9/4; 9/12) and Future Items****Convene to Executive Session if unfinished discussion (above)****Reconvene to Open Session****Adjourn**

Americans with Disabilities Act

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.

Green & Associates LLC

Certified Public Accountants & Business Consultants

August 16, 2024

Board of Directors
Town of Palmer Lake, Colorado

We have audited the financial statements of Town of Palmer Lake, Colorado for the year ended December 31, 2023 and have issued our report thereon dated August 16, 2024. Professional standards require that we provide you with the following information related to our audit.

Our Responsibility under Generally Accepted Auditing Standards

As stated in our engagement letter, our responsibility, as described by professional standards, is to plan and perform our audit to obtain reasonable, but not absolute, assurance that the financial statements are free of material misstatements and are fairly presented in accordance with generally accepted accounting principles. Because an audit is designed to provide reasonable, but not absolute, assurance and because we did not perform a detailed examination of all transactions, there is a risk that material misstatements, illegal acts, or noncompliance may exist and not be detected by us including fraud and defalcations.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. As part of our audit, we considered the internal control structure of the Town as a basis for designing our auditing procedures not for the purpose of providing any assurance concerning the effectiveness of the internal controls. Our consideration of internal control was not designed to identify all deficiencies in internal control that might be significant deficiencies or material weaknesses. Accordingly, we do not express an opinion on the effectiveness of the Town's internal controls.

Significant Audit Adjustments

For purposes of this letter, professional standards define a significant audit adjustment as a proposed correction of the financial statements that, in our judgment, may not have been detected except through our auditing procedures. These adjustments may include those proposed by us but not recorded by the Town that could potentially cause future financial statements to be materially misstated even though we have concluded that such adjustments are not material to the current financial statements. The proposed adjustments are attached.

Significant Accounting Policies

Management has the responsibility for selection and use of appropriate accounting policies. In accordance with the terms of our engagement letter, we will advise management about the appropriateness of accounting policies and their application. The significant accounting policies used by Town of Palmer Lake, Colorado are outlined in Note 1 to the financial statements.

We noted no transactions entered into by the Town during the year that were both significant and unusual, and of which, under professional standards, we are required to inform you, or transactions for which there is a lack of authoritative guidance or consensus.

Accounting Estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based upon management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. We evaluated the key factors and assumptions used to develop the significant estimates in determining that they are reasonable in relation to the financial statements taken as a whole.

Issues Discussed Prior to Retention of Independent Auditors

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the Town's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Difficulties Encountered When Performing the Audit

We encountered no significant difficulties in dealings with the Town's management in performing and completing our audit.

Independence

We are also required to disclose to you in writing, at least annually, all relationships between our firm and Town of Palmer Lake, Colorado that in our professional judgment may reasonably be thought to bear on independence. We are not aware of any such relationships and therefore confirm to you that we are independent with respect to Town of Palmer Lake, Colorado.

We would like to express our appreciation for the cooperation that we received from the staff with whom we worked. This information is intended solely for the use of the Board of Directors and management of Town of Palmer Lake, Colorado and should not be used for any other purpose.

Sincerely,



Green & Associates, LLC

TOWN OF PALMER LAKE, COLORADO

FINANCIAL STATEMENTS

December 31, 2023

DRAFT

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INDEPENDENT AUDITOR'S REPORT

Board of Directors
Town of Palmer Lake, Colorado

Opinions

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of the Town of Palmer Lake, Colorado as of and for the year ended December 31, 2023 and the related notes to the financial statements, which collectively comprise the Town of Palmer Lake, Colorado's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Town of Palmer Lake, Colorado as of December 31, 2023, and the respective changes in financial position and, where applicable cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the *Audit of the Financial Statements* section of our report. We are required to be independent of the Town of Palmer Lake, Colorado and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Town of Palmer Lake, Colorado's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements, including omissions, are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures of the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Town of Palmer Lake, Colorado's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Town of Palmer Lake, Colorado's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, GASB required pension schedules, and the General Fund Budgetary Information, as listed in the table of contents, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Town of Palmer Lake, Colorado's basic financial statements. The budgetary comparison schedule for the Conservation Trust Fund, and the Water Fund, and the Local Highway Finance Report, as listed in the table of contents, are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Budgetary Comparison Schedules for the Conservation Trust Fund, and the Water Fund, and the Local Highway Finance Report are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

DRAFT

Fort Collins, Colorado
August xx, 2024

Management's Discussion and Analysis

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Town of Palmer Lake, Colorado

Management's Discussion and Analysis

Introduction:

Management's Discussion and Analysis is intended to provide the reader and user of our financial statements with a narrative overview of the Town's financial activities. Management's Discussion and Analysis (MD&A) should be read in conjunction with the Town's financial statements and notes to the financial statements, beginning on page 1.

The Town of Palmer Lake was founded in 1871 by General William Jackson Palmer and was incorporated in 1889 as a political subdivision of the State of Colorado. The Town operates under a Mayor-Council form of government. Under the guidance of the central administration which includes financial and technical support, the Town provides a range of services. The services include public safety (police and volunteer fire), public utilities (water), infrastructure (drainage, streets and public buildings) and cultural and recreational activities (parks, trails, recreation programs and library). The Town is nestled at the base of the pike National Forest in the northwest corner of El Paso County, Colorado. The population of Palmer Lake, Colorado is estimated at approximately 2,420 people.

Financial Highlights

- Assets and deferred outflows of resources exceeded liabilities and deferred inflows of resources (Net Position) by \$13,072,010 at December 31, 2023. Of this amount \$4,488,144 was unrestricted and available to fund future obligations of the Town.
- Net position of governmental activities increased by \$1,234,065 and net position of business-type activities increased by \$498,249.
- As of December 31, 2023, the General Fund had a fund balance of \$3,661,915. Of this amount \$3,321,240 was unassigned and available for use to meet the Town's current obligations.
- As of December 31, 2023, the Water Enterprise Fund had a fund balance of \$5,315,864 which is an increase of \$498,249 from December 31, 2022.

Overview of the Financial Statements of the Town:

The audited financial statements of the Town are:

- Statement of Net Position
- Statement of Activities
- Balance Sheet – Governmental Funds
- Statement of Revenues, Expenditures, and Changes in Fund Balance-Governmental Funds
- Statement of Net Position – Proprietary Fund
- Statement of Revenues, Expenses and Changes in Net Position – Proprietary Fund
- Statement of Cash Flows – Proprietary Fund
- Notes to the Financial Statements

The financial statements of the Town are presented as a special purpose government engaged in business and government type activities. These financial statements distinguish between the functions of the Town that will be principally supported by taxes.

The **Statement of Net Position** is prepared using the full accrual basis of accounting and provides information about what is owned (assets) by the Town, what is owed (liabilities) by the Town, and what is the Town's equity in its assets (net position). Over time, the comparison of changes in net position may provide a useful method of evaluating whether the financial position of the Town is improving, deteriorating, or maintaining a status quo.

The **Statement of Activities** provides information about the components – Program Expenses, Program Revenue and General Revenue – of the Town's annual operating activities and how those activities affected net position during the current fiscal year.

Fund Financial Statements

A fund is a grouping of related accounts used to maintain control over resources that have been segregated for specific activities or objectives. The Town, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the Town are governmental or proprietary funds.

Governmental Funds

The **Balance Sheet – Governmental Funds** presents the financial position of the Town's funds using the traditional government modified accrual method of accounting, which does not reflect capital assets and debt obligations.

The **Statement of Revenues, Expenditures, and Changes in Fund Balance – Governmental Funds** presents the activities of the Town's funds using the modified accrual method of accounting which includes expenditures for capital assets and debt service obligations. This method approximates the reporting on a cash basis and closely follows the budgetary method.

The two reconciliations, which accompany these governmental funds statements, provide explanations of the specific differences in these statements as compared to the Statement of Net position and the Statement of Activities.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

Proprietary Funds

Enterprise funds are used to report any activity for which it is primarily funded by charging a fee to external users for goods and services, and operate in a manner similar to private sector businesses. The Town utilizes one enterprise fund to account for water operations. The proprietary fund financial statements provide the same type of information as shown in the government-wide financial statements.

The **Notes to Financial Statements** provide additional, required disclosures about the Town, its accounting policies and practices, its financial position and operating activities, and other required information. The information included in these notes is essential to a full understanding of the information contained in the financial statements.

Condensed Comparative Financial Information:**Statement of Net Position**

	Governmental Activities		Business-type Activities		Primary Government	
	2023	2022	2023	2022	2023	2022
Current and other assets	\$ 4,533,282	\$ 3,657,409	\$ 1,640,156	\$ 1,528,295	\$ 6,173,438	\$ 5,185,704
Noncurrent assets	4,337,973	4,184,379	5,870,252	5,875,600	10,208,225	10,059,979
Total assets	8,871,255	7,841,788	7,510,408	7,403,895	16,381,663	15,245,683
Deferred outflows	371,323	180,243	-	-	371,323	180,243
Long-term debt	56,785	-	1,858,608	2,157,175	1,915,393	2,157,175
Other liabilities	168,361	296,977	335,936	429,105	504,297	726,082
Total liabilities	225,146	296,977	2,194,544	2,586,280	2,419,690	2,883,257
Deferred inflows	1,261,286	1,202,973	-	-	1,261,286	1,202,973
Net position						
Net investment in capital assets	3,837,973	3,417,328	4,353,773	4,218,425	8,191,746	7,635,753
Restricted	175,549	105,684	216,571	224,600	392,120	330,284
Unrestricted	3,742,624	2,999,069	745,520	374,590	4,488,144	3,373,659
Total net position	\$ 7,756,146	\$ 6,522,081	\$ 5,315,864	\$ 4,817,615	\$ 13,072,010	\$ 11,339,696

Statement of Activities

	Governmental Activities		Business-type Activities		Primary Government	
	2023	2022	2023	2022	2023	2022
Program expenses	\$ 2,671,910	\$ 2,472,471	\$ 1,204,103	\$ 1,147,853	\$ 3,876,013	\$ 3,620,324
Program revenue	579,023	331,137	1,589,815	1,534,649	2,168,838	1,865,786
Net program expense (revenue)	2,092,887	2,141,334	(385,712)	(386,796)	1,707,175	1,754,538
General revenue	3,326,952	2,891,322	112,537	91,018	3,439,489	2,982,340
Change in net position	1,234,065	749,988	498,249	477,814	1,732,314	1,227,802
Net position, beginning of year	6,522,081	5,772,093	4,817,615	4,339,801	11,339,696	10,111,894
Net position, end of year	\$ 7,756,146	\$ 6,522,081	\$ 5,315,864	\$ 4,817,615	\$ 13,072,010	\$ 11,339,696

This foregoing information is a summary of the financial information contained in the Town's financial statements. For more about the information contained in this condensed, comparative financial information, we recommend a close review of the accompanying audited financial statements beginning on page 8.

Discussion of Financial Position and Operating Activities

The Town restricted three percent (3%) of its general revenues for emergencies in accordance with TABOR requirements. The Town had a TABOR reserve of \$116,505 on December 31, 2023.

The Town's total assets are comprised primarily cash and equivalents, receivables for water service and long-term capital assets. The Town's total liabilities are comprised primarily of long-term debt and current liabilities related to ongoing operations.

In 2023, program expenses exceeded program revenues by \$1,707,175 for the primary government. This was offset by net general revenues of \$3,439,489, which resulted in an overall increase in net position. See page 8 of the accompanying Financial Statements for details of these revenues and expenses.

Fund Discussion

Governmental Funds

The Governmental Funds – General Fund balance increased to \$3,661,915 in 2023. The fund balance includes \$116,505 for emergencies in accordance with TABOR requirements. The assets and liabilities are comprised primarily of cash and property tax revenues to be realized in 2024. As of December 31, 2023, the Town's combined fund balance for all governmental funds was \$3,720,959.

General Fund Budgetary Discussion

Actual revenues for 2023 were \$743,195 less than the final budget primarily due to sales tax revenues being less than anticipated. Actual expenditures for 2023 were \$1,704,846 less than the final budget primarily due to Grants and capital outlay expenditures being less than anticipated. See page 33 of the accompanying financial statements for more detail.

Proprietary Fund

The Water Enterprise Fund balance was \$5,315,864 on December 31, 2023. The assets and liabilities are comprised primarily of cash, water accounts receivable and capital assets. Actual revenues for 2023 were \$90,914 higher than the final budget. Actual expenses for 2023 were \$401,274 less than the final budget. See the accompanying financial statements for more detail.

Capital Assets and Long-term Obligations

Capital Assets

At the end of 2023, the Town had \$9,708,225 invested in a broad range of capital assets including major infrastructure such as buildings, roads, bridges, storm water drainage, parks and recreation facilities and water lines and distribution systems. More detailed information on the Town's capital assets is presented in the accompanying notes to the financial statements.

Long-term Debt

In 2019, the General Fund loaned the Water Enterprise Fund \$500,000. The proceeds of the loan were used to complete the Water Tank project. The loan is secured by a twenty year note that bears interest at 2% per annum. The remaining activity relating to long-term debt was the scheduled payment of debt.

Economic Factors and Next Year's Budget

Continuing a conservative approach to budgeting, the Town of Palmer Lake continues to provide all services to its citizens.

Requests for Information. This financial report is designed to provide a general overview of the Town of Palmer Lake, Colorado's finances for all those with an interest in the Town's finances. Questions concerning any of the information provided in this report or request for additional information should be addressed to the Town of Palmer Lake 42 Valley Crescent, PO Box 208, Palmer Lake, CO 80133.

Basic Financial Statements

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Town of Palmer Lake, Colorado
Statement of Net Position
December 31, 2023

	Governmental Activities	Business- Type Activities	Total
Assets			
Current Assets			
Cash and cash equivalents - unrestricted	\$ 2,962,658	\$ 1,276,078	\$ 4,238,736
Due from County Treasurer	8,499	-	8,499
Due from other governments	320,968	-	320,968
Accounts receivable	-	147,332	147,332
Prepaid expenses	10,020	175	10,195
Interest receivable	1,646	-	1,646
Taxes receivable	1,170,447	-	1,170,447
Cash and cash equivalents - restricted	59,044	216,571	275,615
Total Current Assets	<u>4,533,282</u>	<u>1,640,156</u>	<u>6,173,438</u>
Noncurrent Assets			
Due from other funds	500,000	-	500,000
Capital assets			
Nondepreciable	210,505	560,000	770,505
Depreciable	5,807,861	10,550,335	16,358,196
Total Capital Assets	<u>6,018,366</u>	<u>11,110,335</u>	<u>17,128,701</u>
Less accumulated depreciation	<u>(2,180,393)</u>	<u>(5,240,083)</u>	<u>(7,420,476)</u>
Net Capital Assets	<u>3,837,973</u>	<u>5,870,252</u>	<u>9,708,225</u>
Total Noncurrent Assets	<u>4,337,973</u>	<u>5,870,252</u>	<u>10,208,225</u>
Total Assets	<u>8,871,255</u>	<u>7,510,408</u>	<u>16,381,663</u>
Deferred Outflows of Resources			
Volunteer fireman's pension	4,667	-	4,667
SWDB pension	366,656	-	366,656
Total Deferred Outflows of Resources	<u>371,323</u>	<u>-</u>	<u>371,323</u>
Liabilities			
Current Liabilities			
Accounts payable	69,690	19,825	89,515
Other accrued liabilities	40,029	10,093	50,122
Compensated absences	58,642	37,777	96,419
Accrued interest	-	6,701	6,701
Deferred revenue - ARP funds	-	103,669	103,669
Loans payable, current portion	-	157,871	157,871
Total Current Liabilities	<u>168,361</u>	<u>335,936</u>	<u>504,297</u>
Noncurrent Liabilities			
Due to other funds	-	500,000	500,000
Loans payable, net of current portions	-	1,358,608	1,358,608
Net pension liability - SWDB	51,801	-	51,801
Net pension liability - volunteer	4,984	-	4,984
Total Long Term Liabilities	<u>56,785</u>	<u>1,858,608</u>	<u>1,915,393</u>
Total Liabilities	<u>225,146</u>	<u>2,194,544</u>	<u>2,419,690</u>
Deferred Inflows of Resources			
Deferred property taxes	1,170,447	-	1,170,447
Volunteer fireman's pension	1,976	-	1,976
SWDB pension	88,863	-	88,863
Total Deferred Inflows of Resources	<u>1,261,286</u>	<u>-</u>	<u>1,261,286</u>
Net Position			
Net investment in capital assets	3,837,973	4,353,773	8,191,746
Restricted	175,549	216,571	392,120
Unrestricted	3,742,624	745,520	4,488,144
Total Net Position	<u>\$ 7,756,146</u>	<u>\$ 5,315,864</u>	<u>\$ 13,072,010</u>

The accompanying notes are an integral part of these financial statements

Fund Financial Statements

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Town of Palmer Lake, Colorado
Balance Sheet
Governmental Funds
December 31, 2023

	Major Fund	Non-Major Fund	Total
	General	Conservation Trust	
Assets			
Current Assets			
Cash and cash equivalents - unrestricted	\$ 2,962,658	\$ -	\$ 2,962,658
Due from County Treasurer	8,499	-	8,499
Due from other governments	320,968	-	320,968
Prepaid expenses	10,020	-	10,020
Interest receivable	1,646	-	1,646
Taxes receivable	1,170,447	-	1,170,447
Due from other funds	500,000	-	500,000
Cash and cash equivalents - restricted	-	59,044	59,044
Total Assets	\$ 4,974,238	\$ 59,044	\$ 5,033,282
Liabilities			
Current Liabilities			
Accounts payable	\$ 69,690	\$ -	\$ 69,690
Other accrued liabilities	40,029	-	40,029
Total Liabilities	109,719	-	109,719
Deferred Inflows of Resources			
Deferred property taxes	1,170,447	-	1,170,447
Unavailable revenues	32,157	-	32,157
Total Deferred Inflows of Resources	1,202,604	-	1,202,604
Fund Balance			
Nonspendable	10,020	-	10,020
Restricted	116,505	59,044	175,549
Assigned	214,150	-	214,150
Unassigned	3,321,240	-	3,321,240
Total Fund Balance and Fund Balance	\$ 4,974,238	\$ 59,044	\$ 5,033,282

Amounts reported for governmental activities in the statement of net position are:

Total fund balances - governmental funds \$ 3,720,959

Capital assets used in governmental activities are not current financial resources and, therefore, are not reported in the funds.

Capital assets 6,018,366
Accumulated depreciation (2,180,393)

Pension related assets, liabilities, deferred inflows and deferred outflows of resources are not current resources and are not reported in the governmental funds. 223,699

Intergovernmental revenues that do not provide current financial resources are included in deferred inflows of resources in the fund statements until they become available. 32,157

Long-term liabilities are not due and payable in the current year and, therefore, are not reported in the funds.

Compensated absences (58,642)
Net position of governmental activities \$ 7,756,146

The accompanying notes are an integral part of these financial statements

Town of Palmer Lake, Colorado
Statement of Revenues, Expenditures and Changes in Fund Balance
Governmental Funds
For the Year Ended December 31, 2023

	Major Fund	Non-Major Fund	Total
	General	Conservation Trust	
Revenues			
Property taxes	\$ 949,580	\$ -	\$ 949,580
Specific ownership taxes	110,810	-	110,810
Sales and use taxes	1,373,788	-	1,373,788
Highway user tax	103,640	-	103,640
Franchise fees and other taxes	543,643	-	543,643
Licenses and permits	80,223	-	80,223
Intergovernmental	7,352	37,346	44,698
Fines and forfeits	85,740	-	85,740
Investment income	92,274	1,473	93,747
Grants	318,976	-	318,976
Dispatch revenue - fire	73,081	-	73,081
Other	144,392	-	144,392
Total Revenues	<u>3,883,499</u>	<u>38,819</u>	<u>3,922,318</u>
Expenditures			
Current			
General government	708,034	-	708,034
Public safety	1,326,503	-	1,326,503
Highways and streets	375,286	-	375,286
Culture and recreation	38,802	12,210	51,012
County Treasurer fees	9,523	-	9,523
Capital outlay	643,839	5,174	649,013
Total Expenditures	<u>3,101,987</u>	<u>17,384</u>	<u>3,119,371</u>
Excess of Revenues Over (Under) Expenditures	781,512	21,435	802,947
Net Change in Fund Balance	<u>781,512</u>	<u>21,435</u>	<u>802,947</u>
Fund Balance, Beginning	2,880,403	37,609	2,918,012
Fund Balance, Ending	<u>\$ 3,661,915</u>	<u>\$ 59,044</u>	<u>\$ 3,720,959</u>

Amounts reported for governmental activities in the statement of activities are different because:

Net change in Fund Balances - total governmental funds	\$ 802,947
Purchases of capital assets are expensed in governmental funds and depreciated on the statement	
Capital outlay	649,013
Depreciation	(228,368)
Changes in pension related assets, liabilities, deferred inflows and deferred outflows of resources do not utilize current resources and are not reported in the governmental funds.	28,001
Changes in unavailable revenues not available within 60 days of end of year are presented in the year in which they become available in the governmental funds and when they are received in the government-wide statements	(16,343)
Accrued vacation is not considered a current economic resource and therefore is not included in the governmental funds. Change in compensated absences for the year ended:	(1,185)
Change in net position - governmental activities	<u>\$ 1,234,065</u>

The accompanying notes are an integral part of these financial statements

Town of Palmer Lake, Colorado
Statement of Net Position
Proprietary Funds
December 31, 2023

	Water Fund
Assets	
Current Assets	
Cash and cash equivalents - unrestricted	\$ 1,276,078
Accounts receivable	147,332
Prepaid expense	175
Cash and cash equivalents - restricted	216,571
Total Current Assets	1,640,156
Capital Assets	
Non Depreciable	560,000
Depreciable	10,550,335
Total Capital Assets	11,110,335
Less accumulated depreciation	(5,240,083)
Net Capital Assets	5,870,252
Total Noncurrent Assets	5,870,252
Total Assets	7,510,408
Liabilities	
Current Liabilities	
Accounts payable	19,825
Other accrued liabilities	10,093
Compensated absences	37,777
Accrued interest	6,701
Deferred revenue - ARP funds	103,669
Loans payable, current portion	157,871
Total Current Liabilities	335,936
Long Term Liabilities	
Due to other funds	500,000
Loans payable, net of current portions	1,358,608
Total Long Term Liabilities	1,858,608
Total Liabilities	2,194,544
Net Position	
Net investment in capital assets	4,353,773
Restricted for debt service	216,571
Unrestricted	745,520
Total Net Position	\$ 5,315,864

The accompanying notes are an integral part of these financial statements

Town of Palmer Lake, Colorado
Statement of Revenues, Expenses and Changes in Net Position
Proprietary Funds
For the Year Ended December 31, 2023

	Water Fund
Operating Revenues	
Water sales and fees	\$ 1,356,206
Other income	1,556
Total Operating Revenues	1,357,762
 Operating Expenses	
General and Administration	152,369
Operations	713,912
Depreciation expense	295,947
Total Operating Expenses	1,162,228
Operating Income	195,534
 Nonoperating Revenues	
Water tap fees and development charges	81,332
Interest income	31,205
Grant revenue	232,053
Interest expense	(41,875)
Total Nonoperating Revenues	302,715
 Change in Net Position	498,249
Net Position, Beginning	4,817,615
Net Position, Ending	\$ 5,315,864

The accompanying notes are an integral part of these financial statements

Town of Palmer Lake, Colorado
Statement of Cash Flows
Proprietary Funds
For the Year Ended December 31, 2023

	<u>Water Fund</u>
Cash Flows From Operating Activities	
Cash received from customers	\$ 1,322,640
Cash paid to suppliers	751,001
Cash paid to employees	(1,629,669)
Net cash provided by operating activities	<u>443,972</u>
Cash Flows From Investing Activities	
Investment income	<u>31,205</u>
Net cash provided by noncapital financing activities	<u>31,205</u>
Cash Flows From Non-Capital Financing Activities	
Cash received from connection charges	81,332
Net cash provided by noncapital financing activities	<u>81,332</u>
Cash Flows From Capital And Related Financing Activities	
Acquisitions and construction of capital assets	(290,599)
Principal paid on debt	(140,696)
Interest paid on debt	(42,444)
Net cash (used) in capital and related financing activities	<u>(473,739)</u>
Net Change in Cash	82,770
Cash and cash equivalents, beginning	<u>1,409,879</u>
Cash and cash equivalents, ending	<u>\$ 1,492,649</u>
Reconciliation of Net Operating Income to Net Cash Provided by Operating Activities	
Net Operating Income	\$ 195,534
Adjustments to Reconcile Net Operating Income to Net Cash Provided by Operating Activities	
Depreciation expense	295,947
Changes in assets and liabilities	
Accounts receivable	(32,865)
Prepaid expenses	3,774
Accounts payable	(22,803)
Deferred revenue	(2,257)
Other accrued liabilities	6,642
Net Cash Provided by Operating Activities	<u>\$ 443,972</u>

The accompanying notes are an integral part of these financial statements

Town of Palmer Lake, Colorado
Notes to Financial Statements
December 31, 2023

Note 1 Summary of Significant Accounting Policies

Financial Reporting Entity

The Town of Palmer Lake, Colorado (the Town) was organized as a statutory town in Colorado. The Town provides general government, public works (roads and streets), police, fire and water for the geographical area organized as the Town of Palmer Lake, Colorado.

The Governmental Accounting Standards Board (GASB) is the authoritative body and the Town follows all GASB accounting pronouncements, which provides guidance for determining which governmental activities, organization and functions should be included within the financial reporting entity. GASB pronouncements set forth the financial accountability of a governmental organization's elected governing body as the basic criterion for including a possible component governmental organization in a primary government's legal entity. Financial accountability includes, but is not limited to, appointment of a voting majority of the organization's governing body, ability to impose its will on the organization, a potential for the organization to provide specific financial benefits or burdens, and fiscal dependency. The Town is not financially accountable for any other organization, nor is the Town a component unit of any other primary governmental entity.

Basis of Presentation

The Town's basic financial statements consist of government-wide statements, including a statement of net position and a statement of activities, and fund financial statements which provide a more detailed level of information.

Government-wide Financial Statements

The statement of net position and the statement of activities display information about the Town as a whole. These statements include the financial activities of the primary government.

The statement of net position presents the financial position of the governmental and proprietary fund activities at the end of the year. The statement of activities presents a comparison between program expenses and the program revenue for each program or function of the primary government activities. Program expenses are those that are specifically associated with a service, program or department; and therefore, clearly identifiable to a particular function. Program revenue includes charges paid by the recipient of the goods or services offered by the program, grants and contributions that are restricted to meeting the operational or capital requirements of a particular program. Revenues which are not classified as program revenue are presented as general revenue of the Town, with certain limited exceptions. The comparison of program expenses with program revenue identifies the extent to which each function is self-financing or draws from the general revenue of the Town.

Fund Accounting

During the year the Town segregates transactions related to certain Town functions or activities in separate funds in order to aid financial management and to demonstrate legal compliance. Fund financial statements are designed to present financial information of the Town at this more detailed level. The focus of governmental fund financial statements is on major funds.

Town of Palmer Lake, Colorado
Notes to Financial Statements (Continued)
December 31, 2023

Note 1 Summary of Significant Accounting Policies (Continued)

Fund Accounting (Continued)

The accounts of the Town are organized on the basis of funds each of which is considered a separate accounting entity. In the fund financial statements, the Town reports the following major governmental funds:

General Fund – The General Fund is the general operating fund of the Town. It is used to account for all financial activities except those required to be accounted for in another fund.

Enterprise Funds are used to account for operations that are financed in a manner similar to private business enterprises where the intent of the governing body is that the costs of providing goods or services to the general public be recovered primarily through user charges. The Town reports the following major enterprise funds:

Water Fund – The Water fund accounts for the costs related to providing water services to the Town.

Measurement Focus and Basis of Accounting

Government-wide Financial Statement

The government-wide financial statements are prepared using the economic resources measurement focus and the accrual basis of accounting. All assets and liabilities associated with the operation of the Town are included in the statement of net position.

Fund Financial Statements

All governmental funds are accounted for using a flow of current financial resources measurement focus and the modified accrual basis of accounting. With this measurement focus, only current assets and current liabilities generally are included on the balance sheet and only revenues that are available within 60 days are recorded in the Statement of Revenues, Expenditures and Changes in Fund Balance.

The Statement of Revenues, Expenditures, and Changes in Fund Balance reports on the sources (revenue and other financing sources) and uses (expenditures and other financing uses) of current financial resources. This approach differs from the manner in which the governmental activities of the government-wide financial statements are prepared. Governmental fund financial statements therefore include a reconciliation with brief explanations to better identify the relationship between the government-wide statements and the statements for governmental funds.

Enterprise funds are accounted for using the economic resources measurement focus and the accrual basis of accounting. Revenues are recognized when they are earned and expenses are recorded when incurred. Depreciation is computed and recorded as an operating expense. Expenditures for capital outlay are recognized as increases in capital assets. Retirement of bonds is recorded as a reduction of liabilities.

Revenue

Revenue resulting from exchange transactions, in which each party gives and receives essentially the same value, is recorded on the accrual basis, when the exchange takes place. On a modified accrual basis, revenue is recorded in the fiscal year in which the resources are both measurable and available to finance expenditures of the fiscal period, which is typically within sixty days of realization.

Town of Palmer Lake, Colorado
Notes to Financial Statements (Continued)
December 31, 2023

Note 1 Summary of Significant Accounting Policies (Continued)

Non-exchange transactions, in which the Town receives value without directly giving value in return, include sales taxes, grants, entitlements and donations. Revenue from sales tax is recognized in the fiscal year for which the taxes are collected by the vendor. Revenue from grants, entitlements and donations is recognized in the fiscal year in which all eligibility requirements have been satisfied. On a modified accrual basis, revenue from non-exchange transactions must also be available before it can be recognized. Program revenues consist of revenues that are associated with the governmental services such as licenses, permits and water sales.

Expenses/Expenditures

On the accrual basis of accounting, expenses are recognized at the time they are incurred. The measurement focus of governmental fund accounting is on decreases in net financial resources (expenditures) rather than expenses. Expenditures are generally recognized in the accounting period in which the fund liability is incurred, if measurable. Allocations of costs, such as depreciation and amortization, are not recognized in governmental funds.

Property Taxes

Property taxes attach an enforceable lien on property as of January 1st. Taxes are levied on January 1st and are payable either in one installment on or before April 30th, or in two installments due on or before February 28th and June 15th of each year. The collections and assessments are done by El Paso County and are remitted to the Town monthly. Property taxes, which are due to be paid in the next period and representing an enforceable lien at January 1st of the next year, have been recorded as a receivable and a deferred inflow of resources in the year in which they are levied. Property tax revenues are recognized when they are collected by El Paso County.

Assets and Liabilities

Cash and cash equivalents- The Town follows the practice of pooling cash and investments of all funds to maximize investment earnings. Except when required by trust or other agreements, cash is deposited to and disbursed from a single bank account. Cash in excess of immediate operating requirements is pooled for deposit and investment flexibility. Investment earnings are allocated periodically to the participating funds based on each fund’s average equity balance in total cash. The Town’s cash and cash equivalents are considered to be cash on hand, demand deposits and short term investments with maturities of 90 days or less at the date of their acquisition.

Investments – investments are recorded at fair value, which approximates cost.

Receivables – all receivables are reported at their book value and, where appropriate, are reduced by the estimated portion that is expected to be uncollectible.

Capital assets - are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capitalized assets are defined by the Town as assets that have a useful life of more than one year and exceed the following dollar amount:

<u>Assets</u>	<u>Dollar Value</u>	<u>Useful Life</u>
Land	No minimum	30 years
Buildings	No minimum	5-10 years
Building improvements	\$ 5,000	5-10 years
Furniture and equipment	\$ 5,000	30 years
Infrastructure	\$ 5,000	10 years

Town of Palmer Lake, Colorado
Notes to Financial Statements (Continued)
December 31, 2023

Note 1 Summary of Significant Accounting Policies (Continued)

Assets and Liabilities (Continued)

Capital assets are recorded at cost except for those assets which have been contributed, which are stated at estimated fair market value at the date of contribution or at developer's cost. Depreciation is computed using the straight-line method over the asset's estimated economic useful life. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend an asset's life are not capitalized.

Public domain assets consisting of roads, bridges, curbs and gutters, streets and sidewalks, drainage systems and lighting systems are examples of infrastructure assets. Infrastructure assets are distinguished from other capitalized assets since their useful life often extends beyond most other capital assets and are stationary in nature. General infrastructure assets are those associated with or arising from governmental activities.

Long-Term Obligations

In the government-wide financial statements and enterprise fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable government activities, business-type activities or enterprise fund type statement of net position. Bond issuance costs are expensed during the current period. Bond premiums and discounts are amortized over the term of the related debt.

In the fund financial statements, governmental fund types recognize bond premiums and discounts as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances and discounts are reported as other financing sources. The issuance costs related to the debt is reported as an expenditure in the current period.

Compensated absences – The Town's personnel policy states that employees may accrue unused vacation and sick pay benefits. The amount each employee can accrue varies depending on length of service. In the government-wide statements, vacation and sick pay is accrued when earned by the employee and reported as a liability. In the governmental funds vacation pay that is expected to be liquidated with current financial resources are reported as a fund liability. Amounts not expected to be liquidated with current financial resources are not reported in the governmental funds.

All payables, accrued liabilities, and long-term obligations are reported in the government-wide financial statements. In general, governmental fund payables and accrued liabilities that, once incurred, are paid in a timely manner and in full from current financial resources are reported as obligations of the governmental funds. The net change in compensated absences was (\$1,185).

Net Position

Equity is classified as net position and displayed in three components:

- a. Net investment in capital assets – consists of capital assets including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets.
- b. Restricted net position – consists of net position with constraints placed on the use either by (1) external groups, such as creditors, grantors, or laws or regulations of other governments; or (2) law through constitutional provisions or enabling legislation.

Town of Palmer Lake, Colorado
Notes to Financial Statements (Continued)
December 31, 2023

Note 1 Summary of Significant Accounting Policies (Continued)

Assets and Liabilities (Continued)

The Town utilizes restricted net position before utilizing unrestricted net position when an expense is incurred for both purposes.

c. Unrestricted net position – all other net position that do not meet the definition of “restricted” or “net investment in capital assets.” The net position is available for future operations or distributions.

Fund Balance

Nonspendable- consists of amounts that cannot be spent because they are either (a) not in spendable form or (b) legally or contractually required to be maintained intact. The nonspendable fund balance was \$10,020 as of December 31, 2023 relating to prepaid expenses.

Restricted - General Fund - Article X, Section 20 of the Constitution of the State of Colorado (TABOR) requires the Town to establish Emergency reserves (see Note 4). A reservation of \$116,505 of the General Fund balance has been made in compliance with this requirement. The Town has \$59,044 restricted for conservation trust programs. The water fund loan contains covenants that requires the town to maintain an operating reserve, as a result \$216,571 has been restricted under these covenants.

Committed- General Fund - Committed fund balance includes those items which can be used for specific purposes pursuant to constraints imposed by formal action of the Board of Trustees. Those committed amounts cannot be used for any other purpose unless the Board of Trustees formally removes or changes the specified uses. The Town had a committed fund balance of \$0 as of December 31, 2023.

Assigned – Includes all amounts that are constrained by the Town’s intent to be used for a specific purpose but are neither committed nor restricted. The assignment of these balances must occur through a formal action of the Board of Trustee’s. As of December 31, 2023, the assigned fund balance was \$150,394 related to 2024 budgeted expenditures in excess of budgeted revenues and \$63,756 assigned for fire protection.

Unassigned- consists of the residual classification for each fund. This represents amounts that have not been assigned to other funds and that has not been restricted, committed, or assigned for specific purposes.

The Town has not adopted fund balance policies; therefore, the Town follows the guidance in accordance with GASB 54 and apply resources in the following order: restricted, committed, assigned and unassigned.

Interfund Transactions

Interfund receivables and payables arise from interfund transactions and are recorded by all funds affected in the period in which transactions are executed. At year-end outstanding balances are reported as due to / due from other funds. Nonrecurring or nonroutine permanent transfers of equity are reported as residual equity transfers. All other interfund transfers are reported as transfers. Any residual balances outstanding between the governmental activities and the business-type activities are reported in the government-wide financial statements as internal balances.

Town of Palmer Lake, Colorado
Notes to Financial Statements (Continued)
December 31, 2023

Note 1 Summary of Significant Accounting Policies (Continued)

Fund Balance (Continued)

Interfund balances represent amounts paid or received by the General Fund on behalf of the Water Fund. In 2019 the General Fund loaned the Water Fund \$500,000, (see Note 4).

Budgets and Budgetary Accounting

Budgets are adopted on a cash basis except for accrual of current vendor invoices and utility billings. Annual appropriated budgets are adopted for the fund. All annual appropriations lapse at fiscal year-end.

The Town adheres to the following procedures in establishing the budgetary data reflected in the financial statements:

- Budgets are required by state law for all funds. The budget includes proposed expenditures and the means of financing them. All budgets lapse at year-end.
- Prior to December 31, the budget is adopted by formal resolution.
- Budgets are required to be filed with the State of Colorado within thirty days after the beginning of the fiscal year.
- Expenditures may not legally exceed appropriations at the fund level.
- The Town Board must approve revisions that alter the total expenditures of any fund.
- Budgeted amounts reported in the accompanying financial statements are as originally adopted by the Town Board or revised by the Town Board.

Use of Estimates in the Preparation of Financial Statements

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Note 2 Cash and Investments

Cash Deposits

The Town maintains a cash pool that is available for use by all funds. Each fund's portion of the pool is displayed on their respective balance sheet as "Cash and Cash equivalents". As of December 31, 2023, the Town's cash deposits had a carrying balance of \$2,295,468 with corresponding bank balance of \$2,334,397 of which \$250,000 is federally insured.

The Colorado Public Deposit Protection Act (PDPA) requires that all units of local government deposit cash in eligible public depositories. Eligibility is determined by state regulations. Amounts on deposit in excess of federal insurance levels must be collateralized. The eligible collateral is specified under the PDPA. PDPA allows the institution to create a single collateral pool for all public funds. The pool for all the uninsured public deposits as a group is to be maintained by another institution or held in trust. The market value of the collateral must be at least equal to 102% of the uninsured deposits. The Town had \$2,084,397 collateralized under PDPA.

The Colorado Divisions of Banking and Financial Services are required by statute to monitor the naming of eligible depositories and reporting of the uninsured deposits and assets maintained in the collateral pools.

Town of Palmer Lake, Colorado
Notes to Financial Statements (Continued)
December 31, 2023

Note 2 Cash and Investments (Continued)

Custodial Credit Risk – Deposits

Custodial credit risk is the risk that in the event of a bank failure, the Town's deposits may not be returned to it. The Town does not have a deposit policy for custodial credit risk. As of December 31, 2023, none of the Town's bank deposits were exposed to custodial credit risk.

Investments

Colorado statutes specify in which investment instruments the units of local government may invest:

- Obligations of the United States and certain United States government agency securities.
- Certain international agency securities.
- General obligation and revenue bonds of United States local government entities.
- Bankers' acceptances of certain banks.
- Commercial paper.
- Local government investment pools.
- Written repurchase agreements collateralized by certain authorized securities.
- Certain money market funds.
- Guaranteed investment contracts.

At December 31, 2023, the Town had \$2,218,683 invested in the Colorado Local Government Liquid Asset Trust (COLOTRUST) (the Trust), an investment vehicle established for local government entities in Colorado to pool surplus funds. The State Securities Commissioner administers and enforces all State statutes governing the Trust. The Trust offers shares in three portfolios, COLOTRUST PRIME, COLOTRUST PLUS+, and COLOTRUST EDGE.

COLOTRUST PRIME and COLOTRUST PLUS+ - The Trust operates similarly to a money market fund and each share is equal in value to \$1.00. Both portfolios may invest in U.S. Treasury securities and repurchase agreements collateralized by U.S. Treasury securities. COLOTRUST PLUS+ may also invest in certain obligations of U.S. government agencies, highest rated commercial paper and any security allowed under section 24-75-601, C.R.S., as amended.

COLOTRUST EDGE - The Trust operates similarly to a money market fund and each share is equal in value to \$10.00. The portfolio may invest in U.S. Treasury securities and repurchase agreements collateralized by U.S. Treasury securities, certain obligations of U.S. government agencies, highest rated commercial paper and any security allowed under CRS 24-75-601.

A designated custodial bank serves as custodian for the Trust's portfolios pursuant to a custodian agreement. The custodian acts as safekeeping agent for the Trust's investment portfolios and provides services as the depository in connection with direct investments and withdrawals. The custodian's internal records segregate investments owned by the Trust. COLOTRUST is rated AAAM by Standard & Poor's and is measured at net asset value (NAV). There are no unfunded commitments, the redemption frequency is daily, and there is no redemption notice period.

As of December 31, 2023, the Board had not adopted a formal investment policy.

Town of Palmer Lake, Colorado
Notes to Financial Statements (Continued)
December 31, 2023

Note 2 Cash and Investments (Continued)

A summary of cash and cash equivalents at December 31, 2023 is as follows:

Cash on hand	\$ 200
Cash deposits	2,295,468
COLOTRUST	2,218,683
Total cash and cash equivalents	<u>\$ 4,514,351</u>

Statement of Net Position

Unrestricted cash and cash equivalents	4,238,736
Restricted cash and cash equivalents	275,615
Total cash and cash equivalents	<u><u>\$ 4,514,351</u></u>

Note 3 Capital Assets

A summary of changes to capital assets for 2023 is as follows:

Governmental Activities	Balance at 12/31/2022	Additions	Disposals	Balance at 12/31/2023
Nondepreciable Capital Assets				
Land	\$ 11,005	\$ -	\$ -	\$ 11,005
Master plan	68,639	-	-	68,639
Construction in progress	513,962	382,947	(766,048)	130,861
Total Nondepreciable Capital Assets	<u>593,606</u>	<u>382,947</u>	<u>(766,048)</u>	<u>210,505</u>
Depreciable Capital Assets				
Buildings	907,003	213,874	-	1,120,877
Roads and drainage	1,463,488	812,540	-	2,276,028
Equipment	2,447,956	5,700	(42,700)	2,410,956
Total Depreciable Capital Assets	<u>4,818,447</u>	<u>1,032,114</u>	<u>(42,700)</u>	<u>5,807,861</u>
Less Accumulated Depreciation				
Buildings	(115,471)	(32,658)	-	(148,129)
Roads and drainage	(685,554)	(93,579)	-	(779,133)
Equipment	(1,193,700)	(102,131)	42,700	(1,253,131)
Total Accumulated Depreciation	<u>(1,994,725)</u>	<u>(228,368)</u>	<u>42,700</u>	<u>(2,180,393)</u>
Net Capital Assets	<u>\$ 3,417,328</u>	<u>\$ 1,186,693</u>	<u>\$ (766,048)</u>	<u>\$ 3,837,973</u>

Depreciation Expense By Function

General Government	\$ 35,772
Public Safety	50,285
Highways and Streets	93,579
Culture and Recreation	48,732
Total Depreciation Expense	<u>\$ 228,368</u>

Town of Palmer Lake, Colorado
Notes to Financial Statements (Continued)
December 31, 2023

Note 3 Capital Assets (Continued)

Business-type Activities	Balance at 12/31/2022	Additions	Disposals	Balance at 12/31/2023
Nondepreciable				
Land / water rights	\$ 560,000	\$ -	\$ -	\$ 560,000
Construction in Progress	661,736	-	(661,736)	-
Total Nondepreciable	<u>1,221,736</u>	<u>-</u>	<u>(661,736)</u>	<u>560,000</u>
Depreciable				
Reservoirs, lakes	150,233	-	-	150,233
Water facility	5,533,543	-	-	5,533,543
Shop building	121,825	-	-	121,825
Collection / transmission / distribution	2,527,920	952,335	-	3,480,255
Wells	846,767	-	-	846,767
General equipment	417,712	-	-	417,712
Total Depreciable	<u>9,598,000</u>	<u>952,335</u>	<u>-</u>	<u>10,550,335</u>
Total Capital Assets	<u>10,819,736</u>	<u>952,335</u>	<u>(661,736)</u>	<u>11,110,335</u>
Less Accumulated Depreciation				
Reservoirs, lakes	(99,770)	-	-	(99,770)
Water facility	(2,907,689)	(162,303)	-	(3,069,992)
Shop building	(121,825)	-	-	(121,825)
Collection / transmission / distribution	(1,125,386)	(54,461)	-	(1,179,847)
Wells	(352,898)	(33,934)	-	(386,832)
General equipment	(336,568)	(45,249)	-	(381,817)
Total Accumulated Depreciation	<u>(4,944,136)</u>	<u>(295,947)</u>	<u>-</u>	<u>(5,240,083)</u>
Net Capital Assets	<u>\$ 5,875,600</u>	<u>\$ 656,388</u>	<u>\$(661,736)</u>	<u>\$ 5,870,252</u>

Note 4 Long-Term Liabilities

Changes in Long-term Debt for the year ended December 31, 2023 were:

Business-type activities

	Balance 12/31/2022	Additions	Reductions	Balance 12/31/2023	Due Within One Year
CWPDA Bond - 2009	\$ 727,714	\$ -	\$ 90,869	\$ 636,845	\$ 92,669
CWPDA Bond - 2018	929,461	-	49,827	879,634	50,828
Loan - General Fund	500,000	-	-	500,000	14,374
Total Long-term Debt	<u>\$ 2,157,175</u>	<u>\$ -</u>	<u>\$ 140,696</u>	<u>\$ 2,016,479</u>	<u>\$ 157,871</u>

Drinking Water Revolving Fund Direct Loan

On July 22, 2009, the Town borrowed \$1,862,552 through the Colorado Water Resources & Power Development Authority – Drinking Water Revolving Fund Direct Loan, with an interest rate of 2% to fund water resource projects. The loan is payable from and collateralized by the Town's water revenues in the amount of approximately \$1,731,536 through 2030. Principal and interest paid for the current year and pledged revenues received were each \$104,971. The proportion of

Town of Palmer Lake, Colorado
Notes to Financial Statements (Continued)
December 31, 2023

Note 4 Long-Term Liabilities (Continued)

the pledged revenue to total water revenues is not estimable because annual total fees collected fluctuate. Interest on the bonds is due each May 1 and November 1 commencing November 1, 2010. Principal is due annually on November 1 through 2030. Future maturities are as follows:

Year ending December 31,	Principal	Interest	Total
2024	\$ 92,669	\$ 12,302	\$ 104,971
2025	94,558	10,413	104,971
2026	96,459	8,512	104,971
2027	98,398	6,573	104,971
2028	100,347	4,624	104,971
2029-2030	154,414	3,097	157,511
Total	<u>\$ 636,845</u>	<u>\$ 45,521</u>	<u>\$ 682,366</u>

Drinking Water Revolving Fund Direct Loan

On March 16, 2018, the Town borrowed \$1,100,000 through the Colorado Water Resources & Power Development Authority – Drinking Water Revolving Fund Direct Loan, with an interest rate of 2% to fund water resource projects. The loan is payable from and collateralized by the Town's water revenues in the amount of approximately \$1,300,000 through 2038. The proportion of the pledged revenue to total water revenues is not estimable because annual total fees collected fluctuate. Interest on the bonds is due each May 1 and November 1 commencing May 1, 2020. Principal is due annually on November 1 through 2038. Future maturities are as follows:

Year ending December 31,	Principal	Interest	Total
2024	\$ 50,828	\$ 17,340	\$ 68,168
2025	51,850	16,318	68,168
2026	52,892	15,276	68,168
2027	53,955	14,213	68,168
2028	55,040	13,128	68,168
2029-2033	292,246	48,594	340,840
2034-2038	322,823	18,017	340,840
Total	<u>\$ 879,634</u>	<u>\$ 142,886</u>	<u>\$ 1,022,520</u>

General Fund Loan to Water Enterprise Fund

On May 23, 2019, the Town's Board of Trustees approved a loan of \$500,000 from the General Fund to the Water Enterprise Fund. The loan is a twenty-year term and bears interest at a rate of 2%. The loan proceeds were utilized to assist in the funding of the Town's Water Tank project. Interest payment are due semi-annually on May 1st and November 1st. Semi-annual Principal payments commence November 1, 2024. Future maturities are as follows:

Town of Palmer Lake, Colorado
Notes to Financial Statements (Continued)
December 31, 2023

Note 4 Long-Term Liabilities (Continued)

Year ending December 31,	Principal	Interest	Total
2024	\$ 14,374	\$ 10,000	\$ 24,374
2025	29,181	9,567	38,748
2026	29,768	8,980	38,748
2027	30,365	8,383	38,748
2028	30,976	7,772	38,748
2029-2033	164,475	26,695	191,170
2034-2038	181,680	12,061	193,741
2039	19,181	192	19,373
Total	\$ 500,000	\$ 83,650	\$ 583,650

Note 5 Pension Plans

Volunteer Fire Department Pension Fund

At December 31, 2023, the Department reported a liability of \$4,984 for its net pension liability / (asset). The net pension liability / (asset) was measured as of December 31, 2022, and the total pension liability used to calculate the net pension liability/(asset) was determined by an actuarial valuation as of that date. The plan membership consists of 8 retirees and beneficiaries 0 inactive members and 0 active members.

For the year ended December 31, 2023, the Department recognized pension expense of \$3,836. At December 31, 2023, the Department reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows Resources	of	Deferred Inflows of Resources
Differences between actual and expected experience	\$0		\$1,976
Changes in assumptions	202		0
Net difference between actual and projected earnings on pension plan investments	4,465		0
Department contributions subsequent to the measurement date	0		0
Total	\$4,467		\$1,976

\$0 reported as deferred outflows of resources related to pensions resulting from Department contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended December 31, 2023. *Actuarial assumptions.* The total pension liability in the December 31, 2022 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement. Future pension expense from the amortization of deferred outflows and inflows of resources are:

Town of Palmer Lake, Colorado
Notes to Financial Statements (Continued)
December 31, 2023

Note 5 Pension Plans (Continued)

<u>Year Ending</u>	<u>Net Deferred Outflows / (Inflows) of Resources</u>
2024	(1,288)
2025	903
2026	1,248
2027	1,628
2028	-
Thereafter	-
Total	<u>2,491</u>

Investment rate of return	7.0 percent, compounded annually net of operating expenses, and including inflation
Projected salary increases	N/A
Cost of Living Adjustment	0.0 percent
Inflation	2.50 percent

On-duty related mortality is assumed to be 0.00020 per year for all members. The actuarial assumptions used in the January 1, 2023 valuation were based on the results of an actuarial experience study in 2022.

Asset Class	Target Allocation	Long Term Expected Rate of Return
Global Equity	35%	8.93%
Fixed Income – Rates	10%	5.45%
Fixed Income - Credit	5%	6.90%
Long Short	6%	7.47%
Absolute Return	9%	6.49%
Private Markets	34%	10.31%
Cash	1%	3.92 %
Total	100%	

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. Best estimates of arithmetic real rates of return for each major asset class included in the Plans target asset allocation as of December 31, 2022, are summarized in the above table.

Town of Palmer Lake, Colorado
Notes to Financial Statements (Continued)
December 31, 2023

Note 5 Pension Plans (Continued)

Discount rate. The discount rate used to measure the total pension liability was 7.50 percent. The projection of cash flows used to determine the discount rate assumed that contributions from participating employers will be made based on the actuarially determined rates based on the Fire & Police Pension Association Board of Director’s funding policy, which establishes the contractually required rates under Colorado statutes. Based on those assumptions, the Plan fiduciary net position was projected to be available to make all the projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Sensitivity of the Department’s proportionate share of the net pension liability to changes in the discount rate. The following presents the Department’s net pension liability/(asset) calculated using the discount rate of 7.00 percent, as well as what the Department’s net pension liability/(Asset) would be if it were calculated using a discount rate that is 1-percentagepoint lower (6.00 percent) or 1-percentage-point higher (8.00 percent) than the current rate:

	1.00% Decrease*	Current Discount Rate*	1.00% Increase*
Department’s net pension liability/(asset)	\$8,857	\$4,984	\$1,579

* The long-term rate of return used was 7.0 percent. The municipal bond rate used was 4.05 percent. The single discount rate for the plans was 7.00 percent.

Pension plan fiduciary net position. Detailed information about the pension plan’s fiduciary net position is available in the separately issued Fire & Police Pension Association of Colorado financial report.

Statewide Defined Benefit Pension Plan

Plan Description. The Town contributes to the Fire and Police Pension Association (FPPA) to provide retirement benefits for paid employees and beneficiaries. Colorado statutes assign the authority to establish benefit provisions to the state legislature. FPPA issues a publicly available annual comprehensive financial report that can be obtained on FPPA’s website at <http://www.fppaco.org>.

The Statewide Defined Benefit Plan is a cost-sharing multiple-employer defined benefit pension plan covering substantially all full-time employees of participating fire or police Towns in Colorado hired on or after April 8, 1978 (New Hires), provided that they are not already covered by a statutorily exempt plan. As of August 5, 2003, the Plan may include clerical and other personnel from fire Towns whose services are auxiliary to fire protection. The Plan became effective January 1, 1980. As of January 1, 2023, Statewide Defined Benefit Plan and the Statewide Hybrid Plan have merged to form the Statewide Retirement Plan (SRP) and the Statewide Defined Benefit Plan becomes the Defined Benefit Component of the Statewide Retirement Plan.

Colorado Revised Statutes Title 31, Article 31 grants the authority to establish and amend the benefit terms to the Fire & Police Pension Association of Colorado Board of Directors.

Benefits Provided. SWDBP provides retirement and disability, annual increases and death benefits to members or their beneficiaries. A member is eligible for normal retirement pension once the member has completed 25 years of credited service and has attained the age of 55.

Town of Palmer Lake, Colorado
Notes to Financial Statements (Continued)
December 31, 2023

Note 5 Pension Plans (Continued)

Effective January 1, 2021, a member may also qualify for a normal retirement pension if the member's combined years of service and age equals at least 80, with a minimum age of 50 (rule of 80).

The annual normal retirement benefit is 2.0 percent of the average of the member's highest three years' base salary for each year of credited service up to ten years, plus 2.5 percent for each year of service thereafter. The benefit earned prior to January 1, 2007 for members of affiliated Social Security employers will be reduced by the amount of Social Security income payable to the member annually. Effective January 1, 2007, members currently covered under Social Security will receive half the benefit when compared to the SWDB. Benefits paid to retired members are evaluated and may be re-determined every October 1. The amount of any increase is based on the Board's discretion and can range from zero percent to the higher of 3.0 percent or the Consumer Price Index for Urban Wage Earners and Clerical Workers.

A member is eligible for an early retirement after completion of 30 years of service or attainment of age 50 with at least five years of credited service. The early retirement benefit equals the normal retirement benefit reduced on an actuarially equivalent basis. Upon termination, an employee may elect to have member contributions, along with 5 percent as interest, returned as a lump sum distribution. Alternatively, a member with at least five years of accredited service may leave contributions with the Plan and remain eligible for a retirement pension at age 55 equal to 2 percent of the member's average highest three years' pensionable earnings for each year of credited service up to ten years, plus 2.5 percent for each year of service thereafter.

Contributions. Contribution rates for employers and members may be increased equally by the FPPA Board of Directors upon approval through an election by both the employers and members.

In 2014, the members elected to increase the member contribution rate to the SWDB plan beginning in 2015. Member contribution rates increased 0.5 percent annual through 2022 to a total of 12 percent of pensionable earnings. Employer contributions increased 0.5 percent annually beginning in 2021 through 2030 to a total of 13.0 percent of pensionable earnings. In 2022, members of the SWDB plan and their employers were contributing at the rate of 12.0 percent and 9.0 percent, respectively, of pensionable earnings for a total contribution rate of 21.0 percent.

Contributions from members and employers of departments reentering the system are established by resolution and approved by the FPPA Board of Directors. The member and employer contribution rates will increase through 2030 as described above for the non-reentering departments. Effective January 1, 2021, reentry departments may submit a resolution to the FPPA Board of Directors to reflect the actual cost of reentry by department. Each reentry department is responsible to remit contributions to the plan in accordance with their most recent FPPA Board of Directors approved resolution.

The contribution rate for members and employers of affiliated social security employers is 6.0 percent and 4.5 percent, respectively, of pensionable earnings for a total contribution rate of 10.5 percent in 2021. Per the 2014-member election, members of the affiliate social security group had their required contribution rate increase 0.25 percent annually beginning in 2015 through 2022 to a total of 6.0 percent of pensionable earnings. Employer contributions will increase 0.25 percent

Town of Palmer Lake, Colorado
Notes to Financial Statements (Continued)
December 31, 2023

Note 5 Pension Plans (Continued)

annually beginning in 2021 through 2030 to a total of 6.5 percent of pensionable earnings. Contributions to the Plan from the Town were \$61,402 for the year ended December 31, 2023.

Pension Asset, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions. At December 31, 2023, the Town reported a net pension liability of \$51,801 for its proportionate share. The net pension liability was measured as of December 31, 2022, and the total pension liability used to calculate the net pension asset was determined by an actuarial valuation as of that date. The proportion of the net pension asset was based on a projection of the long-term share of contributions to the pension plan relative to the projected contributions, actuarially determined.

At December 31, 2022, the Town's proportion was 0.0583605062 percent, which was an increase of 0.0094309179 from its proportion measured as of December 31, 2021.

For the year ended December 31, 2023, the Town recognized pension income of \$31,837. At December 31, 2023, the Town reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between actual and expected experience	\$112,132	\$6,358
Changes in assumptions	66,365	0
Net difference between actual and projected earnings on pension plan investments	117,225	0
Net impact in change in proportionate share	9,532	82,505
Contributions subsequent to the measurement date	61,402	N/A
Total	\$366,656	\$88,863

\$61,402 in total reported as deferred outflows of resources related to pension resulting from Town's contributions subsequent to measurement date will be recognized as a reduction of the net pension liability in the year ended December 31, 2024. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ended	Pension Expense
2024	\$ 15,818
2025	37,959
2026	58,649
2027	86,652
2028	10,037
Thereafter	7,276
Total	<u>\$ 216,391</u>

Town of Palmer Lake, Colorado
Notes to Financial Statements (Continued)
December 31, 2023

Note 5 Pension Plans (Continued)

Actuarial Assumptions

The total pension liability in the December 31, 2022 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

	Total Pension Liability	Actuarial Determined Contributions
	January 1, 2023	January 1, 2022
Actuarial Method	Entry Age Normal	Entry Age Normal
Amortization Method	N/A	Level % of Payroll, Open
Amortization Period	N/A	30 Years
Long-term Investment Rate of Return*	7.0%	7.0%
Projected Salary Increases*	4.25-11.25%	4.25-11.25%
Cost of Living Adjustments (COLA)	0.0%	0.0%
*Includes Inflation at	2.5%	2.5%

For determining the total pension liability, the post-retirement mortality tables for non-disabled retirees uses the Pub-2010 Safety Healthy Annuitant Mortality Tables projected with the ultimate values of the MP-2020 projection scale. The preretirement off-duty mortality tables are adjusted to 60% of the MP-2020 mortality tables for active employees. The on-duty mortality rate is 0.00015.

For determining the actuarially determined contributions, the post-retirement mortality tables for non-disabled retirees uses the 2006 central rates from the RP-2014 Annuitant Mortality Tables projected to 2018 using the MP-2017 projection scales, and the projected prospectively using the ultimate rates of the scale for all years. The pre-retirement off-duty mortality tables are adjusted to 50% of the RP-2014 mortality tables for active employees. The on-duty mortality rate is 0.00015.

At least every five years the FPPA's Board of Directors, in accordance with best practices, reviews its economic and demographic actuarial assumptions. At its July 2022 meeting, the Board of Directors reviewed and approved recommended changes to the actuarial assumptions. The recommendations were made by the FPPA's actuaries, Gabriel, Roeder, Smith & Company, based upon their analysis of past experience and expectations of the future. The assumption changes were effective for actuarial valuations beginning January 1, 2023. The actuarial assumptions impact actuarial factors for benefit purposes such as purchases of service credit and other benefits where The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighing the expected future real rates of return by the target asset allocation percentage and by adding expected inflation of 2.25%. Best estimates of arithmetic real rates of return for each major asset class included in the Fund's target asset allocation as of December 31, 2022 are summarized in the following table:

Town of Palmer Lake, Colorado
Notes to Financial Statements (Continued)
December 31, 2023

Note 5 Pension Plans (Continued)

<u>Asset Class</u>	<u>Target Allocation</u>	<u>Long-Term Expected Real Rate of Return</u>
Global Equity	35.00 %	8.93 %
Equity Long/Short	6.00	7.47 %
Private Markets	34.00	10.31 %
Fixed Income - Rates	10.00	5.45 %
Fixed Income - Credit	5.00	6.90 %
Absolute Return	9.00	6.49 %
Cash	1.00	3.92 %
Total	100.00	

Discount Rate

The discount rate used to measure the total pension liability was 7.00 percent. The projection of cash flows used to determine the discount rate assumed that contributions from participating employers will be made based on the actuarially determined rates based on the FPPA Board's funding policy, which establishes the contractually required rates under Colorado statutes. Based on those assumptions, the SWDB plan fiduciary net position was projected to be available to make all the projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

For the purpose of this valuation, the expected rate of return on pension plan investments is 7.00 percent; the municipal bond rate is 4.05 percent (based on the weekly rate closest to but not later than the measurement date of the "state & local bonds" rate from Federal Reserve statistical release (H.15)); and the resulting single discount rate is 7.00 percent.

Regarding the sensitivity of the net pension liability/(asset) to changes in the single discount rate, the following presents the plan's net pension liability/(asset), calculated using a single discount rate of 7.00 percent, as well as what the plan's net pension liability/(asset) would be if it were calculated using a single discount rate that is one percent lower or one percent higher:

Sensitivity of the Town's Proportionate Share of the Net Pension Liability to Changes in the Discount Rate

The following presents the Town's proportionate share of the net pension liability (asset) calculated using the discount rate of 7.00 percent, as well as what the Town's proportionate share of the net pension liability (asset) would be if it were calculated using a discount rate that is 1-percentage-point lower (6.00 percent) or 1-percentage-point higher (8.00 percent) than the current rate:

<u>Discount Rate:</u>	<u>1% Decrease 6.00%</u>	<u>Current Discount Rate 7.00%</u>	<u>1% Increase 8.00%</u>
Proportionate share of the net pension liability (asset)	<u>\$357,112</u>	<u>\$51,801</u>	<u>\$(201,095)</u>

Town of Palmer Lake, Colorado
Notes to Financial Statements (Continued)
December 31, 2023

Note 5 Pension Plans (Continued)

Pension Plan Fiduciary Net Position

Detailed information about the SWDB's fiduciary net position is available in FPPA's annual comprehensive financial report, which can be obtained at <http://www.fppaco.org>.

Note 6 Voluntary Investment Program

Description. Effective May 1, 2010 employees of the Town who are members of the SWDB (see Note 8) may voluntarily contribute to the Voluntary Investment Program ("457 Plan"), an Internal Revenue Code Section 457 defined contribution plan administered by FPPA. Plan participation is optional, and contributions are separate from others made to FPPA. Title 24, Article 51, Part 14 of the CRS, as amended, assigns the authority to establish the 457 Plan provisions to the State Legislature.

Funding Policy. The 457 Plan is funded by voluntary member contributions of up to a maximum limit set by the IRS (\$20,500 for calendar year 2022 and \$22,500 for the calendar years 2023). Catch-up contributions up to \$6,500 for calendar years 2022 and up to \$7,500 for 2023 were allowed for participants who had attained age 50 before the close of the plan year, subject to the limitations of IRC §414(v). For the years ended December 31, 2023 and 2022-member pre-tax contributions were \$0 and \$0, respectively.

Note 6 Tax, Spending, and Debt Limitation

Article X, Section 20 of the Colorado Constitution, The Taxpayer's Bill of Rights (TABOR), contains several limitations, including revenue raising, spending abilities, and other specific requirements of state and local governments. TABOR is complex and subject to judicial interpretation. The Town believes it is in compliance with the requirements of TABOR.

Spending and revenue limits are determined based on the prior year's fiscal year spending adjusted for allowable increases based upon inflation and local growth. Fiscal year spending is generally defined as expenditures plus reserve increases with certain exceptions. Revenue in excess of the fiscal year spending limit must be refunded unless the voters approve retention of such revenue.

TABOR requires local governments to establish emergency reserves, which must be at least 3% of fiscal year spending, excluding bonded debt service. Local governments are not allowed to use the emergency reserves to compensate for economic conditions, revenue shortfalls or salary or benefit increases. This Town had an emergency reserve of \$116,505 as of December 31, 2023.

Note 7 Risk Management

The Town is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disaster. The Town maintains commercial insurance to mitigate their risks of loss. Settled claims have not exceeded this commercial coverage in any of the past three fiscal years.

Required Supplemental Information

DRAFT

Town of Palmer Lake, Colorado
Budgetary Comparison Schedule
General Fund
For the Year Ended December 31, 2023

	Original Budget	Final Budget	Actual	Variance Favorable (Unfavorable)
Revenues				
Property taxes	\$ 951,377	\$ 951,377	\$ 949,580	\$ (1,797)
Specific ownership taxes	108,000	108,000	110,810	2,810
Highway user tax	100,000	100,000	103,640	3,640
Franchise fees and other taxes	2,683,035	2,683,035	1,917,431	(765,604)
Licenses and permits	83,400	83,400	80,223	(3,177)
Intergovernmental	6,000	6,000	7,352	1,352
Fines and forfeits	90,000	90,000	85,740	(4,260)
Investment income	43,000	43,000	92,274	49,274
Grants and donations	21,600	395,182	318,976	(76,206)
Dispatch revenue - fire	80,000	80,000	73,081	(6,919)
Other	65,100	86,700	144,392	57,692
Total Revenues	<u>4,231,512</u>	<u>4,626,694</u>	<u>3,883,499</u>	<u>(743,195)</u>
Expenditures				
General government	888,827	888,827	708,034	180,793
Public safety	1,898,210	1,903,210	1,326,503	576,707
Highways and streets	512,047	512,047	375,286	136,761
Culture and recreation	27,040	29,540	38,802	(9,262)
County Treasurer fees	18,000	18,000	9,523	8,477
Capital outlay	887,388	1,455,209	643,839	811,370
Total Expenditures	<u>4,231,512</u>	<u>4,806,833</u>	<u>3,101,987</u>	<u>1,704,846</u>
Net Change in Fund Balance		<u>\$ (180,139)</u>	<u>\$ 781,512</u>	<u>\$ 961,651</u>

**Town of Palmer Lake
Schedule of Contributions Multiyear
Last 10 Fiscal Years ****

FY Ending December 31, (a)	Actuarially Determined Contribution (b)	Actual Contribution * (c)	Contribution Deficiency (Excess) (d) = (b) - (c)	Covered Payroll (e)	Actual Contribution as a % of Covered Payroll (f)
2014	\$ 8,844	\$ 8,406	\$ 438	N/A	N/A
2015	\$ 8,844	\$ 18,168	\$ (9,324)	N/A	N/A
2016	\$ 8,925	\$ 8,925	\$ -	N/A	N/A
2017	\$ 8,925	\$ 13,662	\$ (4,737)	N/A	N/A
2018	\$ 7,691	\$ 24,649	\$ (16,958)	N/A	N/A
2019	\$ 7,691	\$ -	\$ 7,691	N/A	N/A
2020	\$ 8,160	\$ 30,805	\$ (22,645)	N/A	N/A
2021	\$ 8,160	\$ 22,426	\$ (14,266)	N/A	N/A
2022	\$ 3,808	\$ 11,152	\$ (7,344)	N/A	N/A

* Includes both employer and State of Colorado Supplemental Discretionary Payment

Notes to the Schedule of Contributions

Valuation Date

Actuarially determined contribution rates are calculated as of January 1 of odd numbered years. The contribution rates have a one-year lag, so the actuarial valuation as of January 1, 2023, determines the contribution amounts for 2013 and 2024.

Methods and Assumptions Used to Determine Contribution Rates:

Actuarial Cost Method	Entry Age Normal
Amortization Method	Level Dollar, Open*
Remaining Amortization Period	20 Years*
Asset Valuation Method	5-Year smoothed market
Inflation	2.50%
Salary Increases	N/A
Rate of Return	7.50%
Retirement Age	50% per year of eligibility until 100% at age 65
Mortality	Pre-retirement: RP -2014 Combined Mortality Table with Blue Collar projected with Scale BB 55% multiplier for off-duty mortality. Post-retirement: For ages 65 and older, RP-2014 Mortality Tables for Blue Collar Healthy Annuitants. For ages 55 through 64 a blend of the previous tables. All tables projected with Scale BB

* Plans that are heavily weighted with retiree liabilities use an amortization period based on the expected remaining lifetime of the participants.

** The report is intended to show 10 years of data. Additional years will be presented when they become available

**Town of Palmer Lake
Required Supplementary Information
Schedule of Changes in Net Pension Liability / (Asset) and Related Ratios Multiyear
Last 10 Fiscal Years**

Measurement date December 31,	2022	2021	2020	2019	2018	2017	2016	2015	2014
Total Pension Liability									
Service cost	\$ -	\$ -	\$ 264	\$ 264	\$ 1,265	\$ 1,265	\$ 853	\$ 2,571	\$ 1,292
Interest	3,882	4,256	4,741	5,075	6,662	6,891	6,750	4,928	7,310
Changes of benefit terms	-	-	-	-	-	-	-	-	-
Differences between expected and actual experience	7,048	-	(2,213)	-	(15,268)	-	134	-	(617)
Changes of assumptions	(381)	-	-	-	2,012	-	5,504	(39,273)	39,622
Benefit payments, including refunds of employee contributions	(9,600)	(9,600)	(9,600)	(10,600)	(10,400)	(12,000)	(11,143)	(11,500)	(12,000)
Net Change in Total Pension Liability	949	(5,344)	(6,808)	(5,261)	(15,729)	(3,844)	2,098	(43,274)	35,607
Total Pension Liability -Beginning	60,169	65,513	72,321	77,582	93,311	97,155	95,057	138,331	102,724
Total Pension Liability - Ending	\$ 61,118	\$ 60,169	\$ 65,513	\$ 72,321	\$ 77,582	\$ 93,311	\$ 97,155	\$ 95,057	\$ 138,331
Plan Fiduciary Net Position									
Contributions - Employer	\$ 3,808	\$ 8,160	\$ 15,851	\$ -	\$ 16,616	\$ -	\$ 8,925	\$ 8,560	\$ -
Net investment income	(4,841)	6,461	4,006	3,993	(12)	4,128	1,074	331	1,138
Benefit payments, including refunds of employee contributions	(9,600)	(9,600)	(9,600)	(10,600)	(10,400)	(12,000)	(11,143)	(11,500)	(12,000)
Administrative expense	(2,631)	(3,153)	(3,012)	(4,098)	(4,303)	(6,464)	(314)	(1,173)	(413)
State of Colorado supplemental discretionary payments	7,344	14,266	14,954	-	8,033	13,662	-	9,608	8,406
Net Change in Plan Fiduciary Net Positions	(5,920)	16,134	22,199	(10,705)	9,934	(674)	(1,458)	5,826	(2,869)
Plan Fiduciary Net Position - Beginning	62,054	45,920	23,721	34,426	24,492	25,166	26,624	20,798	23,667
Plan Fiduciary Net Position - Ending	\$ 56,134	\$ 62,054	\$ 45,920	\$ 23,721	\$ 34,426	\$ 24,492	\$ 25,166	\$ 26,624	\$ 20,798
Net Pension liability (Asset) - Ending	\$ 4,984	\$ (1,885)	\$ 19,593	\$ 48,600	\$ 43,156	\$ 68,819	\$ 71,989	\$ 68,433	\$ 117,533
Plan fiduciary net position as a percentage of the total pension liability	91.85%	103.13%	70.09%	32.80%	44.37%	26.25%	25.90%	28.01%	15.03%
Covered payroll	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Net pension liability as a percentage of covered payroll.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

** The report is intended to show 10 years of data. Additional years will be presented when they become available

**Town of Palmer Lake
Required Supplementary Information
Schedule of the Town's Proportionate Share of the Net Pension Liability - FPPA
Last 10 Fiscal Years ***

Measurement date December 31,	2022	2021	2020	2019	2018	2017	2016	2015	2014	2013
Town's proportion of the net pension liability / (asset)	0.0583605062%	0.0489295883%	0.0387601570%	0.0297510510%	0.0300101242%	0.0384426613%	0.0219331444%	0.0098164611%	0.0105819994%	1.0829630600%
Town's proportional share of the net pension liability (asset)	\$ 51,801	\$ (265,166)	\$ (84,148)	\$ (16,825)	\$ 37,941	\$ (55,306)	\$ 7,925	\$ (173)	\$ (11,943)	\$ (12,222)
Town's covered payroll	507,756	431,565	293,012	277,813	208,036	115,692	107,003	47,590	47,590	45,084
Total pension liability	3,752,109,029	3,352,605,624	3,230,485,701	2,919,378,738	2,653,120,261	2,021,526,883	2,021,526,883	1,846,961,999	1,652,901,084	1,533,631,141
Plan fiduciary net position	3,663,348,061	3,894,539,387	3,447,586,098	2,975,935,079	2,526,692,808	1,985,393,043	1,985,393,043	1,848,724,853	1,765,758,630	1,623,049,809
Net pension liability (asset)	<u>\$ 88,760,968</u>	<u>\$ (541,933,763)</u>	<u>\$ (217,100,397)</u>	<u>\$ (56,556,341)</u>	<u>\$ 126,427,453</u>	<u>\$ 36,133,840</u>	<u>\$ 36,133,840</u>	<u>\$ (1,762,854)</u>	<u>\$ (112,857,546)</u>	<u>\$ (89,418,668)</u>
Plan fiduciary net position as a percentage of the total pension	0.98	1.16	1.07	1.02	0.95	0.98	0.98	1.00	1.07	1.06
Net pension liability as a percentage of covered payroll	10%	-61%	-29%	-6%	18%	-48%	7%	0%	-25%	-27%

** The report is intended to show 10 years of data. Additional years will be presented when they become available

DRAFT

**Town of Palmer Lake
Required Supplementary Information
Schedule of Pension Contributions - FPPA
Last 10 Fiscal Years**

	2022	2021	2020	2019	2018	2017	2016	2015	2014	2013
Statutorily Required Contribution	\$ 45,698	\$ 36,683	\$ 23,441	\$ 22,225	\$ 16,643	\$ 9,255	\$ 8,560	\$ 3,807	\$ 3,807	\$ 3,607
Contributions in Relation to the Statutorily Required Contribution	45,698	36,683	23,441	22,225	16,643	9,255	8,560	3,807	3,807	3,607
Contribution Deficiency (Excess)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Covered Payroll	\$ 507,756	\$ 431,565	\$ 293,012	\$ 277,813	\$ 208,036	\$ 115,692	\$ 107,003	\$ 47,590	\$ 47,590	\$ 45,084
Contributions as a % of Covered Payroll	9.00%	8.50%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%

DRAFT

Other Supplemental Information

DRAFT

**Town of Palmer Lake, Colorado
Budgetary Comparison Schedule
Conservation Trust Fund
For the Year Ended December 31, 2023**

	Original and Final Budget	Actual	Variance Favorable (Unfavorable)
Revenues			
Intergovernmental	\$ 36,140	\$ 37,346	\$ 1,206
Investment income	400	1,473	1,073
Total Revenues	<u>36,540</u>	<u>38,819</u>	<u>2,279</u>
Expenditures			
Culture and recreation	31,366	12,210	19,156
Capital outlay	5,174	5,174	-
Total Expenditures	<u>36,540</u>	<u>17,384</u>	<u>19,156</u>
Excess of Revenues Over (Under) Expenditures	<u>\$ -</u>	<u>\$ 21,435</u>	<u>\$ 21,435</u>

DRAFT

Town of Palmer Lake, Colorado
Budgetary Comparison Schedule
Water Fund
For the Year Ended December 31, 2023

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>	<u>Variance Favorable (Unfavorable)</u>
Revenues				
Charges for services	\$ 1,228,000	\$ 1,228,000	\$ 1,357,762	\$ 129,762
Grants	259,238	259,238	232,053	(27,185)
Water tap fees	100,000	100,000	81,332	(18,668)
Investment income	14,000	14,000	31,205	17,205
Miscellaneous	10,200	10,200	-	(10,200)
Total Revenues	<u>1,611,438</u>	<u>1,611,438</u>	<u>1,702,352</u>	<u>90,914</u>
Expenditures				
General and Administration	383,795	383,795	152,369	231,426
Operations	785,176	785,176	713,912	71,264
Debt service	183,229	183,229	182,571	658
Capital outlay	259,238	388,525	290,599	97,926
Total Expenditures	<u>1,611,438</u>	<u>1,740,725</u>	<u>1,339,451</u>	<u>401,274</u>
Net Change in Fund Balance - Budgetary Basis	-	<u>\$ (129,287)</u>	362,901	<u>\$ 492,188</u>
Reconciliation to Net Income				
Add Capital Outlay			290,599	
Add Principal paid on bonds			140,696	
Less Depreciation Expense			(295,947)	
Net Income - GAAP basis			<u>\$ 498,249</u>	

Special Reports

DRAFT

The public report burden for this information collection is estimated to average 380 hours annually.

LOCAL HIGHWAY FINANCE REPORT	STATE: COLORADO
	YEAR ENDING (mm/yy): 12/23

This Information From The Records Of:	Prepared By:
---------------------------------------	--------------

I. DISPOSITION OF HIGHWAY-USER REVENUES AVAILABLE FOR LOCAL GOVERNMENT EXPENDITURE

ITEM	A. Local Motor-Fuel Taxes	B. Local Motor-Vehicle Taxes	C. Receipts from State Highway-User Taxes	D. Receipts from Federal Highway Administration
1. Total receipts available				
2. Minus amount used for collection expenses				
3. Minus amount used for nonhighway purposes				
4. Minus amount used for mass transit				
5. Remainder used for highway purposes				

II. RECEIPTS FOR ROAD AND STREET PURPOSES		III. EXPENDITURES FOR ROAD AND STREET PURPOSES	
ITEM	AMOUNT	ITEM	AMOUNT
A. Receipts from local sources:		A. Local highway expenditures:	
1. Local highway-user taxes		1. Capital outlay (from page 2)	\$ 158,961.79
a. Motor Fuel (from Item I.A.5.)		2. Maintenance:	\$ 104,546.90
b. Motor Vehicle (from Item I.B.5.)		3. Road and street services:	
c. Total (a.+b.)		a. Traffic control operations	
2. General fund appropriations		b. Snow and ice removal	\$ 18,850.92
3. Other local imposts (from page 2)	\$ 287,512.74	c. Other	
4. Miscellaneous local receipts (from page 2)	\$ 131,942.55	d. Total (a. through c.)	\$ 18,850.92
5. Transfers from toll facilities		4. General administration & miscellaneous	\$ 251,933.15
6. Proceeds of sale of bonds and notes:		5. Highway law enforcement and safety	
a. Bonds - Original Issues		6. Total (1 through 5)	\$ 534,292.76
b. Bonds - Refunding Issues		B. Debt service on local obligations:	
c. Notes		1. Bonds:	
d. Total (a. + b. + c.)	\$ -	a. Interest	
7. Total (1 through 6)	\$ 419,455.29	b. Redemption	
B. Private Contributions		c. Total (a. + b.)	\$ -
C. Receipts from State government (from page 2)	\$ 114,837.47	2. Notes:	
D. Receipts from Federal Government (from page 2)	\$ -	a. Interest	
E. Total receipts (A.7 + B + C + D)	\$ 534,292.76	b. Redemption	
		c. Total (a. + b.)	\$ -
		3. Total (1.c + 2.c)	\$ -
		C. Payments to State for highways	
		D. Payments to toll facilities	
		E. Total expenditures (A.6 + B.3 + C + D)	\$ 534,292.76

IV. LOCAL HIGHWAY DEBT STATUS

(Show all entries at par)

	Opening Debt	Amount Issued	Redemptions	Closing Debt
A. Bonds (Total)				\$ -
1. Bonds (Refunding Portion)				\$ -
B. Notes (Total)				\$ -

V. LOCAL ROAD AND STREET FUND BALANCE (RECEIPTS AND DISBURSEMENTS ONLY)

	A. Beginning Balance	B. Total Receipts	C. Total Disbursements	D. Ending Balance	E. Reconciliation
		\$ 534,292.76	\$ 534,292.76		\$ 0.00

Notes and Comments:

LOCAL HIGHWAY FINANCE REPORT	STATE: COLORADO YEAR ENDING (mm/yy): 12/23
-------------------------------------	---

II. RECEIPTS FOR ROAD AND STREET PURPOSES - DETAIL

ITEM	AMOUNT	ITEM	AMOUNT
A.3. Other local imposts:		A.4. Miscellaneous local receipts:	
a. Property Taxes and Assessments	\$ 46,642.86	a. Interest on investments	
b. Other local imposts:		b. Traffic Fines & Penalties	\$ 45,279.30
1. Sales Taxes	\$ 214,591.08	c. Parking Garage Fees	
2. Infrastructure & Impact Fees	\$ 7,352.28	d. Parking Meter Fees	\$ 46,202.25
3. Liens		e. Sale of Surplus Property	
4. Licenses		f. Charges for Services	
5. Specific Ownership &/or Other	\$ 18,926.52	g. Other Misc. Receipts	
6. Total (1. through 5.)	\$ 240,869.88	h. Other	\$ 40,461.00
c. Total (a. + b.)	\$ 287,512.74	i. Total (a. through h.)	\$ 131,942.55
<i>(Carry forward to page 1)</i>		<i>(Carry forward to page 1)</i>	

ITEM	AMOUNT	ITEM	AMOUNT
C. Receipts from State Government		D. Receipts from Federal Government	
1. Highway-user taxes (from Item I.C.5.)	\$ 103,640.48	1. FHWA (from Item I.D.5.)	
2. State general funds		2. Other Federal agencies:	
3. Other State funds:		a. Forest Service	
a. State bond proceeds		b. FEMA	
b. Project Match		c. HUD	
c. Motor Vehicle Registrations	\$ 11,196.99	d. Federal Transit Administration	
d. DOLA Grant		e. U.S. Corps of Engineers	
e. Other		f. Other Federal ARPA	
f. Total (a. through e.)	\$ 11,196.99	g. Total (a. through f.)	\$ -
4. Total (1. + 2. + 3.f)	\$ 114,837.47	3. Total (1. + 2.g)	\$ -
<i>(Carry forward to page 1)</i>		<i>(Carry forward to page 1)</i>	

III. EXPENDITURES FOR ROAD AND STREET PURPOSES - DETAIL

	ON NATIONAL HIGHWAY SYSTEM (a)	OFF NATIONAL HIGHWAY SYSTEM (b)	TOTAL (c)
A.1. Capital outlay:			
a. Right-Of-Way Costs			\$ -
b. Engineering Costs		\$ 2,206.60	\$ 2,206.60
c. Construction:			
(1). New Facilities			\$ -
(2). Capacity Improvements			\$ -
(3). System Preservation		\$ 156,755.19	\$ 156,755.19
(4). System Enhancement And Operation			\$ -
(5). Total Construction (1)+(2)+(3)+(4)	\$ -	\$ 156,755.19	\$ 156,755.19
d. Total Capital Outlay (Lines 1.a. + 1.b. + 1.c.4)	\$ -	\$ 158,961.79	\$ 158,961.79
<i>(Carry forward to page 1)</i>			

Notes and Comments:
 Misc Local Receipts A.4.h - S.T.E.P and HVE grant programs.



BOARD OF TRUSTEES MEETING

Thursday, August 08, 2024, at 6:00 PM

Palmer Lake Town Hall – 28 Valley Crescent, Palmer Lake, Colorado

MINUTES

Call to Order. Mayor Havenar called the meeting to order at 6 pm.

Roll Call. Present: Mayor Glant Havenar; Trustees Nick Ehrhardt, Shana Ball, Kevin Dreher, Sam Padgett, Jessica Farr, Dennis Stern.

Pledge of Allegiance. Mayor invited Ms. Kim Briding to lead the pledge.

Introduction – Ms. Kim Briding, Principal of Palmer Lake Elementary School, introduced herself and provided her background and updates to the elementary school.

Consent Agenda. MOTION (Ball, Dreher) to approve the consent agenda including items 1) Minutes from July 25, 2024, Meeting; 2) Checks over \$15,000 - Hach Company (\$15,126.00) and Meyer & Sams/GMS (\$33,814.82); 3) Financials (December 2023) inadvertently missed. Roll call vote – aye 7; nay 0. Motion passed.

Staff/Department Reports

4) Water; 5) Public Works including Roads & Park Maintenance; 6) Police

7) Fire – Lt Berry reported that the Fire Cadet Academy was completed.

8) Administration

9) Attorney Krob reported that legislative updates will be provided to the Board at an upcoming meeting, and he will provide case updates to PD. He noted there is not a report for executive session.

10) Administrator/Clerk – Collins reported updates about staffing and open positions as well as current projects. A reduction of the Town workers' compensation experience modification rate (EMOD) was reported. It was noted that police personnel will work with the elementary school. A report was made on National Night Out and the CORE EV chargers currently charged for service. A joint workshop with the Board of Trustees and Planning Commission is scheduled for 9/4. Collins stated that Awake Palmer Lake .5k event is approved for Sunday 9/29 at 10 AM.

Business Items

11. Resolution 41-2024 to Authorize Asbestos Removal from (7) Elephant Rock Structures. Mayor Havenar noted that the quotes are honored from earlier in the year. Ms. Cindy Kuchinsky inquired about the process for abatement. Ms. Cyndee Henson inquired about other buildings having asbestos. MOTION (Farr, Stern) to approve Resolution 41-2024 to authorize asbestos removal by Advanced Remediation Services. Roll call vote – aye 7; nay 0. Motion passed.

12. Resolution 42-2024 to Create Advisory Committee for Elephant Rock Financial Plan. Discussion took place about the redline version of the resolution provided by Attorney Krob. Mr. David Parks requested clarification of the action on the buildings. Mr. Atis Jurka commented about the reduced number to seven members versus the first committee of ten, and he asked if the Board would consider funding for the new committee and provide detailed directions to the committee. Mr. Kent Hutson suggested that the resolution be broadened to include unused property along with existing structures. Discussion took place about the maximum number of members and including property. Mr. Richard Willan inquired why another committee and Mayor Havenar stated the recommendation from the first advisory committee to determine financial viability for the remaining property and/or buildings in order to consider implementation of the ideas presented. Trustee Ehrhardt clarified that establishing this committee is not so much a compromise but following the implementation suggested by the initial advisory committee. Amendments to the resolution language were discussed to include up to ten members, include property language in addition to the structures noted, and extend the timeframe. MOTION (Stern, Dreher) to approve Resolution 42-2024 as amended. Roll call vote – aye 7; nay 0. Motion passed.

13. Ordinance 9-2024 to Authorize and Approve Sale of Town Owned Real Property. Attorney Krob explained the required ordinance to sell town property according to the terms of the agreed PSA. Mr. Kent Hutson raised a concern about the trail (Santa Fe to Greenland) not being mentioned in the ordinance. Discussion took place about the deed, at the time of sale, listing all detailed exceptions (ie., easements). MOTION (Stern, Dreher) to adopt Ordinance 9 authorizing the sale. Roll call vote – aye 6; nay 1 (Padgett). Motion passed.

14. Direction on Amended Code Relating to Business License Regulations. Attorney Krob reviewed the redline suggestions from previous Board discussion. It was clarified that owners (contract work) of single-family lots not part of a larger development would be exempt from a business license. Attorney Krob will finalize an ordinance to amend this section of code regulation.

15. Direction on Mediation for Board Members. The Board agreed to move forward with a third-party mediator as agreed by the two members.

Public Comment. Mr. Atis Jurka suggested the Board be a good steward of town funds and expressed concern about funds being spent on asbestos abatement to demo buildings. He commented that funds can be recouped if used to generate revenue. Mr. Gene Kalesti remarked that the Board made an emotional decision stating it is wasteful and disrespectful of residents. Ms. Laura McGuire thanked the members for their time and service to the community and provided comments supporting Board decisions even when a decision is not agreed with. Mr. Tim Eckert stated that 300 people signed a petition to support the cabins, and he does not believe that the public are supported by the Board decision. Ms. Cyndee Henson stated that she put a lot of hard work into her cabin, that she is against tearing down cabins, and that there are grant funds to help. Ms. Stacey Burton offered thanks for the Chautauqua events, stating that she enjoyed the historical walk and noted that the town has a rich history. Ms. Lindsay Willan referenced a letter from the State Historical Society, inquiring why the PPE form was not completed for the assessment of the cabins. Ms. Rebecca Albright commented that she hoped the mediation on the agenda would be successful for Board members. Ms. Katrina Tolbert stated that she was born and raised in the town and asked why the Board would tear down buildings. She requested the Board reconsider, and she also requested that the Board allow dogs and horses on the reservoir access road. Mr. Gene Kalesti asked the Town Attorney to file an injunction to stop the Board from tearing down the cabins. Mr. Nick Olson stated he is celebrating 40 years living in the town

and does not appreciate the decision to tear down the cabins. Ms. Alisha Sears explained that she is a hairdresser in town and has heard from a lot of citizens stating they want the cabins kept. She suggested another look at saving them.

Board Reports. No report.

Next Meeting (8/22) and Future Items

Convene to Executive Session - For the purpose of discussing a matter that is subject to negotiation related to a possible annexation, pursuant to Section 24-6-402(4)(e), C.R.S. - No report.

Reconvene to Open Session

Adjourn. MOTION (Dreher, Stern) to adjourn at 7:25 pm. Motion passed.

Mayor Glant Havenar

ATTEST: Dawn A. Collins, Town Clerk



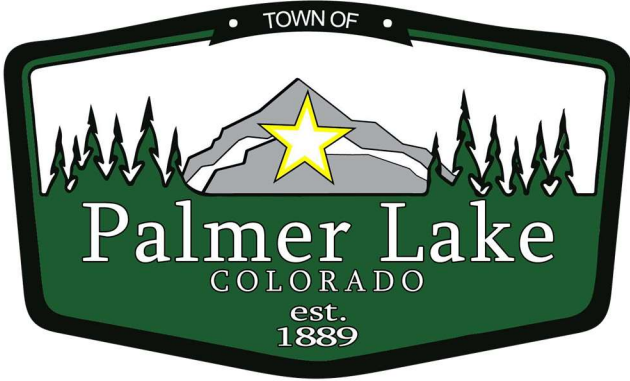
TOWN OF PALMER LAKE
Financial Statements
July 2024
Unaudited



Schedule of Cash Position
July 2024

TOWN OF PALMER LAKE
Schedule of Cash Position
July 2024

FINANCIAL INSTITUTION	ACCOUNT NAME	CHECKING / SAVINGS	BANK RATE	BALANCE
GENERAL FUND				
GENERAL FUND OPERATING:				
Community Banks of CO	General Fund Operating	Checking	n/a	\$ 2,709,668
GENERAL FUND RESERVES:				
Colorado Trust (ColoTrust) <i>* Operating Reserve - 3 months (\$752,109)</i>	General Fund Reserve	Savings	5.42%	\$ 1,548,512
Colorado Trust (ColoTrust)	Police Reserve	Savings	5.42%	\$ 7
Colorado Trust (ColoTrust)	Fire Reserve	Savings	5.42%	\$ 65,812
Colorado Trust (ColoTrust)	Roads Reserve	Savings	5.42%	\$ 10,960
General Fund Reserves Subtotal				<u>\$ 1,625,291</u>
General Fund Accounts Total				<u><u>\$ 4,334,959</u></u>
WATER FUND				
WATER FUND OPERATING:				
Community Banks of CO	Water Fund Operating	Checking	n/a	\$ 1,096,256
WATER FUND RESERVES:				
Colorado Trust (ColoTrust)	Water Reserve	Savings	5.42%	\$ 197,249
Colorado Trust (ColoTrust)	Water Cap Imp Reserve	Savings	5.42%	\$ 219,202
RESTRICTED FUNDS (WATER FUND):				
Colorado Trust (ColoTrust) <i>* Restricted - Loan Reserve - 3 months (\$224,600)</i>	Water Loan Reserve	Savings	5.42%	\$ 218,522
Water Fund Accounts Total				<u>\$ 1,731,229</u>
CONSERVATION TRUST FUND				
CONSERVATION TRUST FUND:				
Colorado Trust (ColoTrust)	CTF Reserve	Savings	5.42%	\$ 29,968
Conservation Trust Fund Account Total				<u><u>\$ 29,968</u></u>



Financial Reports
July 2024

TOWN OF PALMER LAKE

SCHEDULE OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL GENERAL FUND

For the Seven Months Ended July 31, 2024
UNAUDITED

Item 4.

	<u>2024 Adopted Budget</u>	<u>Actual</u>	<u>Variance Favorable (Unfavorable)</u>	<u>Percent of Budget (YTD 58%)</u>
REVENUE				
Taxes	\$ 2,794,447	\$ 2,453,615	\$ (340,832)	88%
Fees and Licenses	291,025	149,599	(141,426)	51%
Intergovernmental	7,000	8,658	1,658	124%
Fines	65,000	33,303	(31,697)	51%
Interest	80,000	56,695	(23,305)	71%
Departmental	65,000	41,348	(23,652)	64%
Grants and Donations	1,385,959	162,687	(1,223,272)	12%
Miscellaneous	70,000	25,742	(44,258)	37%
Total Revenue	<u>\$ 4,758,431</u>	<u>\$ 2,931,647</u>	<u>\$ (1,826,784)</u>	<u>62%</u>
EXPENDITURES				
Administration				
Salaries and Benefits	\$ 246,873	\$ 116,186	\$ 130,687	47%
Professional Services	373,000	153,766	219,234	41%
Administrative/Operations	332,936	145,382	187,554	44%
Capital Outlays	10,000	6,017	3,983	60%
Total Administration	<u>\$ 962,809</u>	<u>\$ 421,351</u>	<u>\$ 541,458</u>	<u>44%</u>
Police Department				
Salaries and Benefits	\$ 674,622	\$ 368,933	\$ 305,689	55%
Professional Services	112,600	20,872	91,728	19%
Administrative/Operations	86,845	78,675	8,170	91%
Capital Outlays	80,000	72,950	7,050	91%
Total Police Department	<u>\$ 954,067</u>	<u>\$ 541,430</u>	<u>\$ 412,637</u>	<u>57%</u>
Fire Department				
Salaries and Benefits	\$ 630,741	\$ 352,264	\$ 278,477	56%
Professional Services	10,000	10,514	(514)	105%
Administrative/Operations	128,600	51,627	76,973	40%
Capital Outlays	-	35,145	(35,145)	0%
Total Fire Department	<u>\$ 769,341</u>	<u>\$ 449,550</u>	<u>\$ 319,791</u>	<u>58%</u>
Public Works Department - Roads				
Salaries and Benefits	\$ 334,898	\$ 144,621	\$ 190,277	43%
Professional Services	40,300	5,270	35,030	13%
Administrative/Operations	167,500	63,700	103,800	38%
Capital Outlays	1,673,580	101,355	1,572,225	6%
Total Roads Department	<u>\$ 2,216,278</u>	<u>\$ 314,946</u>	<u>\$ 1,901,332</u>	<u>14%</u>
Public Works Department - Parks				
Administrative/Operations	\$ 42,100	\$ 22,155	\$ 19,945	53%
Capital Outlays	\$ 31,000	\$ 24,800	\$ 6,200	80%
Total Parks Department	<u>\$ 73,100</u>	<u>\$ 46,955</u>	<u>\$ 26,145</u>	<u>64%</u>
Total Expenditures	<u>\$ 4,975,596</u>	<u>\$ 1,774,232</u>	<u>\$ 3,201,364</u>	<u>36%</u>
EXCESS OF REVENUE OVER (UNDER)				
EXPENDITURES	<u>\$ (217,165)</u>	<u>\$ 1,157,415</u>	<u>\$ 1,374,580</u>	
FUND BALANCE - BEGINNING OF YEAR		<u>\$ 3,651,518</u>		
FUND BALANCE - END OF YEAR		<u><u>\$ 4,808,933</u></u>		

Recommended Operating Reserve - 3 months

752,109

TOWN OF PALMER LAKE

SCHEDULE OF REVENUE, EXPENDITURES AND CHANGES IN FUNDS AVAILABLE - BUDGET AND ACTUAL

WATER ENTERPRISE FUND

For the Seven Months Ended July 31, 2024

UNAUDITED

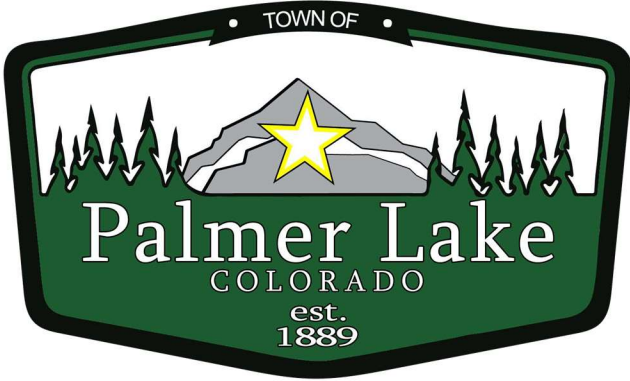
	2024 Adopted Budget	Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 58%)
REVENUE				
Water Billing	\$ 1,375,000	\$ 790,576	\$ (584,424)	57%
Water Improvement Fee	74,000	44,016	(29,984)	59%
Water Loan	216,000	126,164	(89,836)	58%
Water Tap Fees	72,000	16,542	(55,458)	23%
Water Meter/Parts	2,550	-	(2,550)	0%
Late Fees/Service Fees	16,000	11,999	(4,001)	75%
Interest	24,000	19,838	(4,162)	83%
American Rescue Plan	103,669	103,669	-	100%
PLES Upper Glenway Water Improvement	101,520	-	(101,520)	0%
Total Revenue	<u>\$ 1,984,739</u>	<u>\$ 1,112,804</u>	<u>\$ (871,935)</u>	<u>56%</u>
EXPENDITURES				
Salaries and Benefits	\$ 519,749	\$ 259,307	\$ 260,442	50%
Professional Services	137,000	46,927	90,073	34%
Administrative/Operations	438,300	253,832	184,468	58%
Capital Outlays	649,290	263,130	386,160	41%
Debt Service	207,179	91,570	115,609	44%
Total Expenditures	<u>\$ 1,951,518</u>	<u>\$ 914,766</u>	<u>\$ 1,036,752</u>	<u>47%</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	<u>\$ 33,221</u>	<u>\$ 198,038</u>	<u>\$ 164,817</u>	
FUND BALANCE - BEGINNING OF YEAR		<u>\$ 1,316,293</u>		
FUND BALANCE - END OF YEAR		<u>\$ 1,514,331</u>		
Less: Restricted Operating Reserve - 3 months		(224,600)	<i>Note 1</i>	
FUND BALANCE - END OF YEAR - Unrestricted		<u><u>\$ 1,289,731</u></u>		

Note 1: CWR&PDA Loan Requirement

TOWN OF PALMER LAKE

STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL CONSERVATION TRUST FUND For the Seven Months Ended July 31, 2024 UNAUDITED

	2024 Adopted Budget	Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 58%)
REVENUE				
State Shared Revenue	\$ 36,140	\$ 17,783	\$ (18,357)	49%
Interest	1,200	936	(264)	78%
Total Revenue	\$ 37,340	\$ 18,719	\$ (18,621)	50%
EXPENDITURES				
Salaries and Benefits	\$ 14,380	\$ -	\$ 14,380	0%
Administrative/Operations	3,000	-	3,000	0%
Capital Outlays	19,000	-	19,000	0%
Total Expenditures	\$ 36,380	\$ -	\$ 36,380	0%
NET CHANGE IN FUND BALANCE	\$ 960	\$ 18,719	\$ 17,759	
FUND BALANCE - BEGINNING OF YEAR		\$ 59,044		
FUND BALANCE - END OF YEAR - Restricted		\$ 77,763		



Accounts Payable Reports
July 2024

Ranges: From: To: From: To:
 Check Number First Last Check Date 7/1/2024 7/31/2024
 Vendor ID First Last Checkbook ID First Last
 Vendor Name First Last

Sorted By: Check Number

* Voided Checks

Check Number	Vendor ID	Vendor Check Name	Check Date	Checkbook ID	Audit Trail Code	Amount
* 49922	AIRGAS	AIRGAS USA, LLC	7/9/2024	COBANK-CKG 9495	PMCHK00000173	\$89.29
49923	AMCOBIIT	AMCOBI	7/9/2024	COBANK-CKG 9495	PMCHK00000173	\$3,827.50
49924	BROOKSPLUMBING	BROOKS PLUMBING & HEATING, INC	7/9/2024	COBANK-CKG 9495	PMCHK00000173	\$6,127.00
49925	BUZZBLOOM	BUZZ BLOOM	7/9/2024	COBANK-CKG 9495	PMCHK00000173	\$80.00
49926	CITYOFFORTCOLLI	CITY OF FORT COLLINS	7/9/2024	COBANK-CKG 9495	PMCHK00000173	\$90.00
49927	COLORADODIVISIO	COLORADO DIVISION OF FIRE PREV	7/9/2024	COBANK-CKG 9495	PMCHK00000173	\$40.00
49928	COLORADORURALWA	Colorado Rural Water Associati	7/9/2024	COBANK-CKG 9495	PMCHK00000173	\$1,025.00
49929	COMMUNITYCONSUL	COMMUNITY CONSULTING, LLC	7/9/2024	COBANK-CKG 9495	PMCHK00000173	\$5,761.25
49930	COREANDMAIN	CORE & MAIN LLP	7/9/2024	COBANK-CKG 9495	PMCHK00000173	\$1,365.68
49931	ELPASOCOUNTYTRE	EL PASO COUNTY TREASURER	7/9/2024	COBANK-CKG 9495	PMCHK00000173	\$194.72
49932	ESO	ESO SOLUTIONS, INC.	7/9/2024	COBANK-CKG 9495	PMCHK00000173	\$208.53
49933	EVOQUA	EVOQUA WATER TECHNOLOGIES LLC	7/9/2024	COBANK-CKG 9495	PMCHK00000173	\$1,513.00
49934	FUELCHURCH	FUEL CHURCH	7/9/2024	COBANK-CKG 9495	PMCHK00000173	\$75.00
49935	HACHCOMPANY	HACH COMPANY	7/9/2024	COBANK-CKG 9495	PMCHK00000173	\$1,553.03
49936	HOMEDEPOTCREDIT	HOME DEPOT CREDIT SERVICES	7/9/2024	COBANK-CKG 9495	PMCHK00000173	\$1,425.85
49937	IHEARTMEDIA	IHEARTMEDIA	7/9/2024	COBANK-CKG 9495	PMCHK00000173	\$550.00
49938	INTERSTATECHEMI	INTERSTATE CHEMICAL CO., INC	7/9/2024	COBANK-CKG 9495	PMCHK00000173	\$2,299.30
49939	KELLYBOOKSLLC	KellyBooks LLC	7/9/2024	COBANK-CKG 9495	PMCHK00000173	\$4,893.75
49940	KIMBRLEIMCCAIN	KIMBRLEI MCCAIN	7/9/2024	COBANK-CKG 9495	PMCHK00000173	\$75.00
49941	OREILLY	O'REILLY	7/9/2024	COBANK-CKG 9495	PMCHK00000173	\$47.97
49942	ORKIN	Orkin	7/9/2024	COBANK-CKG 9495	PMCHK00000173	\$723.90
49943	STERICYCLE	STERICYCLE, INC.	7/9/2024	COBANK-CKG 9495	PMCHK00000173	\$40.52
49944	T2SYSTEMS	T2 SYSTEMS CANADA INC.	7/9/2024	COBANK-CKG 9495	PMCHK00000173	\$70.00
49945	UNCC	UTILITY NOTIFICATION CENTER OF	7/9/2024	COBANK-CKG 9495	PMCHK00000173	\$32.25
49946	WANIKAALCANTARA	WANIKA ALCANTARA	7/9/2024	COBANK-CKG 9495	PMCHK00000173	\$150.00
49947	AIRGAS	AIRGAS USA, LLC	7/9/2024	COBANK-CKG 9495	PMCHK00000174	\$89.29
49948	AT&TMOBILITY	AT & T MOBILITY	7/11/2024	COBANK-CKG 9495	PMCHK00000175	\$3,257.48
49949	COLORADODIVISIO	COLORADO DIVISION OF FIRE PREV	7/11/2024	COBANK-CKG 9495	PMCHK00000175	\$90.00
49950	CKT	COMMON KNOWLEDGE TECHNOLOGY	7/11/2024	COBANK-CKG 9495	PMCHK00000175	\$2,713.25
49951	COMMUNITYMATTER	COMMUNITY MATTERS INSTITUTE	7/11/2024	COBANK-CKG 9495	PMCHK00000175	\$11,287.50
49952	E470PUBLICHWY	E-470 PUBLIC HIGHWAY AUTHORITY	7/11/2024	COBANK-CKG 9495	PMCHK00000175	\$4.69
49953	GALLS	GALLS, LLC	7/11/2024	COBANK-CKG 9495	PMCHK00000175	\$112.00
49954	JAN-PROFRANCHIS	JAN-PRO FRANCHISE DEVELOPMENT	7/11/2024	COBANK-CKG 9495	PMCHK00000175	\$267.75
49955	KROBLAWOFFICES	KROB LAW OFFICE, LLC	7/11/2024	COBANK-CKG 9495	PMCHK00000175	\$16,852.50
49956	MCCORDSGARDENCE	MCCORD'S GARDEN CENTER AND LAN	7/11/2024	COBANK-CKG 9495	PMCHK00000175	\$55.86
49957	MYFLEETCENTER	MYFLEETCENTER	7/11/2024	COBANK-CKG 9495	PMCHK00000175	\$209.48
49958	PALMERLAKESANIT	PALMER LAKE SANITATION	7/11/2024	COBANK-CKG 9495	PMCHK00000175	\$2,713.36
49959	PITNEYBOWES	PITNEY BOWES GLOBAL FINANCIAL	7/11/2024	COBANK-CKG 9495	PMCHK00000175	\$86.73
49960	KNASTERTECHNOLO	THE KNASTER TECHNOLOGY GROUP	7/11/2024	COBANK-CKG 9495	PMCHK00000175	\$1,555.00
49961	USDEPTTREASURY	U.S. Department of the Treasur	7/11/2024	COBANK-CKG 9495	PMCHK00000175	\$331.25
49962	APRILFULLMAN	APRIL FULLMAN	7/18/2024	COBANK-CKG 9495	PMCHK00000176	\$75.00
49963	CHAVEZCONSULTIN	CHAVEZ CONSULTING INC., LLC	7/18/2024	COBANK-CKG 9495	PMCHK00000176	\$1,162.50
49964	CIRSA	CIRSA	7/18/2024	COBANK-CKG 9495	PMCHK00000176	\$2,500.00
49965	ERICBRODY	ERIC BRODY	7/18/2024	COBANK-CKG 9495	PMCHK00000176	\$75.00
49966	JENNIFERFONSECA	JENNIFER FONSECA	7/18/2024	COBANK-CKG 9495	PMCHK00000176	\$75.00
49967	MUNICIPALTREATM	MUNICIPAL TREATMENT EQUIPMENT	7/18/2024	COBANK-CKG 9495	PMCHK00000176	\$4,368.66
49968	NEVADATAPMASTER	NEVADA TAP MASTER, INC.	7/18/2024	COBANK-CKG 9495	PMCHK00000176	\$850.00
49969	PALMERLAKEELEME	Palmer Lake Elementary PTO	7/18/2024	COBANK-CKG 9495	PMCHK00000176	\$75.00
49970	RHINEHARTOIL	PARKLAND USA CORPORATION	7/18/2024	COBANK-CKG 9495	PMCHK00000176	\$3,444.97
49971	PIPESTONEEQUIPM	PIPESTONE EQUIPMENT	7/18/2024	COBANK-CKG 9495	PMCHK00000176	\$6,061.00
49972	QUINTONTURNER	QUINTON TURNER	7/18/2024	COBANK-CKG 9495	PMCHK00000176	\$75.00
49973	RAMPARTSUPPLY	RAMPART SUPPLY	7/18/2024	COBANK-CKG 9495	PMCHK00000176	\$218.75
49974	REPUBLICSERVICE	REPUBLIC SERVICES #653	7/18/2024	COBANK-CKG 9495	PMCHK00000176	\$1,270.61
49975	WITMERPUBLIC	WITMER PUBLIC SAFETY GROUP INC	7/18/2024	COBANK-CKG 9495	PMCHK00000176	\$115.14
49976	ANDREW RUDNICKI	ANDREW RUDNICKI	7/25/2024	COBANK-CKG 9495	PMCHK00000177	\$50.00
49977	BIGOTIRES	LEEDS WEST GROUPS DBA BIG O TI	7/25/2024	COBANK-CKG 9495	PMCHK00000177	\$1,469.00

* Voided Checks

Check Number	Vendor ID	Vendor Check Name	Check Date	Checkbook ID	Audit Trail Code	Amount
49978	CITINTERNATIONA	CIT INTERNATIONAL	7/25/2024	COBANK-CKG 9495	PMCHK00000177	\$625.00
49979	COLORADODIVISIO	COLORADO DIVISION OF FIRE PREV	7/25/2024	COBANK-CKG 9495	PMCHK00000177	\$30.00
49980	CRYSTALARAGON	CRYSTAL ARAGON	7/25/2024	COBANK-CKG 9495	PMCHK00000177	\$75.00
49981	ENVIROTECH	ENVIROTECH SERVICES, INC.	7/25/2024	COBANK-CKG 9495	PMCHK00000177	\$4,812.86
49982	GRACEMCNEIL	GRACE MCNEIL	7/25/2024	COBANK-CKG 9495	PMCHK00000177	\$117.92
49983	CICCOLELLAJOHN	JOHN CICCOLELLA	7/25/2024	COBANK-CKG 9495	PMCHK00000177	\$320.00
49984	KYLELUCAS	KYLE LUCAS	7/25/2024	COBANK-CKG 9495	PMCHK00000177	\$75.00
49985	MIDWESTBARRICAD	MIDWEST BARRICADE CO., INC.	7/25/2024	COBANK-CKG 9495	PMCHK00000177	\$1,212.50
49986	OASISLANDSCAPE	OASIS LANDSCAPE & IRRIGATION I	7/25/2024	COBANK-CKG 9495	PMCHK00000177	\$2,320.67
49987	ORKIN	Orkin	7/25/2024	COBANK-CKG 9495	PMCHK00000177	\$495.25
49988	SGS	SGS NORTH AMERICA, INC.	7/25/2024	COBANK-CKG 9495	PMCHK00000177	\$265.58
49989	XEROX	XEROX BUSINESS SOLUTIONS SOUTH	7/25/2024	COBANK-CKG 9495	PMCHK00000177	\$73.61
REMIT0000000000000003	CENTURYLINK	CENTURYLINK	7/25/2024		PMCHK00000177	\$0.00
Total Checks: 69						Total Amount of Checks: \$104,105.09

Town of Palmer Lake
 ACH REGISTER REPORT
 Payables Management

ACH Date From: To:
 7/1/2024 7/1/2024 7/31/2024
 Checkbook ID COBANK-CKG 9495 COBANK-CKG 9495

Sorted By: Date

Trx Date	Orig. Audit Trail	Distribution Reference	Orig. Master Number	Orig. Master Name	Amount
7/1/2024	CMTRX00000153	Bank Transaction Entry	WDL000001453	Xfinity	11.07
7/1/2024	CMTRX00000153	Bank Transaction Entry	WDL000001455	Comcast	193.35
7/2/2024	CMTRX00000151	Bank Transaction Entry	WDL000001417	PCS	1,914.03
7/3/2024	CMTRX00000151	Bank Transaction Entry	WDL000001422	Parking Kiosk Fee	221.94
7/5/2024	CMTRX00000151	Bank Transaction Entry	WDL000001419	FPPA	6,320.60
7/8/2024	CMTRX00000153	Bank Transaction Entry	WDL000001458	Humana	1,187.28
7/8/2024	CMTRX00000153	Bank Transaction Entry	WDL000001460	WEX Fuel	3,309.00
7/9/2024	CMTRX00000151	Bank Transaction Entry	WDL000001421	HealthEquity	7.50
7/9/2024	CMTRX00000153	Bank Transaction Entry	WDL000001443	Black Hills Energy	132.74
7/9/2024	CMTRX00000153	Bank Transaction Entry	WDL000001457	CORE Electric	10,811.06
7/11/2024	CMTRX00000151	Bank Transaction Entry	WDL000001415	Paycom	67,459.71
7/11/2024	CMTRX00000153	Bank Transaction Entry	WDL000001459	Pinnacol Assurance	7,523.00
7/15/2024	CMTRX00000153	Bank Transaction Entry	WDL000001444	Black Hills Energy	67.21
7/15/2024	CMTRX00000153	Bank Transaction Entry	WDL000001445	Black Hills Energy	35.81
7/15/2024	CMTRX00000153	Bank Transaction Entry	WDL000001446	Black Hills Energy	34.44
7/15/2024	CMTRX00000153	Bank Transaction Entry	WDL000001447	Black Hills Energy	31.63
7/15/2024	CMTRX00000153	Bank Transaction Entry	WDL000001448	Black Hills Energy	30.24
7/15/2024	CMTRX00000153	Bank Transaction Entry	WDL000001449	Black Hills Energy	25.35
7/15/2024	CMTRX00000153	Bank Transaction Entry	WDL000001450	Black Hills Energy	25.35
7/15/2024	CMTRX00000153	Bank Transaction Entry	WDL000001451	Black Hills Energy	25.35
7/16/2024	CMTRX00000156	Bank Transaction Entry	WDL000001470	Community Banks of Colorado	9.00
7/18/2024	CMTRX00000151	Bank Transaction Entry	WDL000001418	PCS	1,994.85
7/19/2024	CMTRX00000151	Bank Transaction Entry	WDL000001420	FPPA	6,565.94
7/22/2024	CMTRX00000152	Bank Transaction Entry	WDL000001430	Amcobi	1,205.91
7/22/2024	CMTRX00000152	Bank Transaction Entry	WDL000001431	Amcobi	598.71
7/22/2024	CMTRX00000152	Bank Transaction Entry	WDL000001432	Amcobi	211.24
7/22/2024	CMTRX00000152	Bank Transaction Entry	WDL000001433	Amcobi	179.05
7/22/2024	CMTRX00000152	Bank Transaction Entry	WDL000001434	Amcobi	148.60
7/22/2024	CMTRX00000152	Bank Transaction Entry	WDL000001435	Amcobi	113.53
7/22/2024	CMTRX00000152	Bank Transaction Entry	WDL000001436	Amcobi	99.40
7/22/2024	CMTRX00000152	Bank Transaction Entry	WDL000001437	Amcobi	93.40
7/22/2024	CMTRX00000153	Bank Transaction Entry	WDL000001440	Amcobi	91.72
7/22/2024	CMTRX00000153	Bank Transaction Entry	WDL000001441	Amcobi	90.04
7/22/2024	CMTRX00000153	Bank Transaction Entry	WDL000001442	Amcobi	85.00
7/22/2024	CMTRX00000153	Bank Transaction Entry	WDL000001452	Visa Cardmember Services	6,993.20
7/25/2024	CMTRX00000151	Bank Transaction Entry	WDL000001416	Paycom	63,346.05
7/26/2024	CMTRX00000155	Bank Transaction Entry	WDL000001469	Anthem	11,168.70
7/31/2024	CMTRX00000153	Bank Transaction Entry	WDL000001454	Xfinity	11.07
7/31/2024	CMTRX00000153	Bank Transaction Entry	WDL000001456	Comcast	193.35

Total ACHs: 39 **Total Amount of ACHs:** \$ 192,565.42



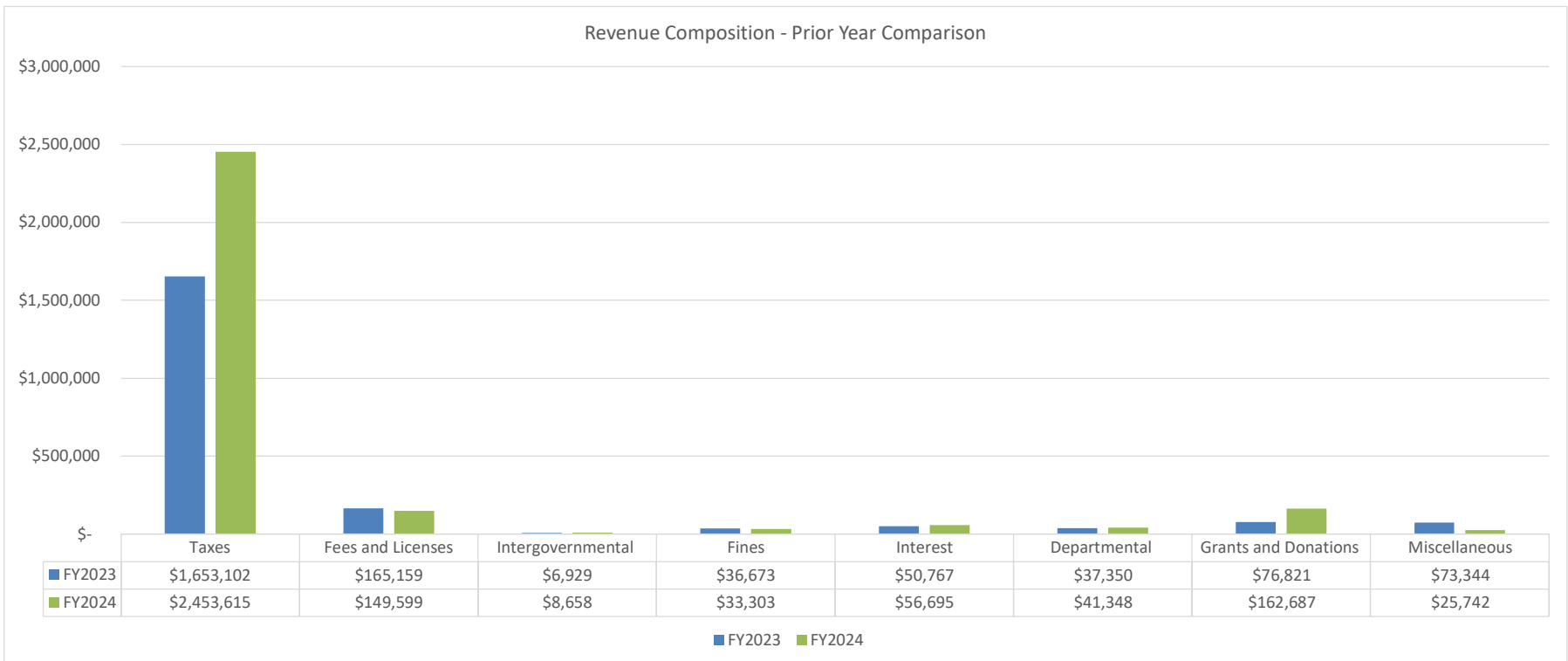
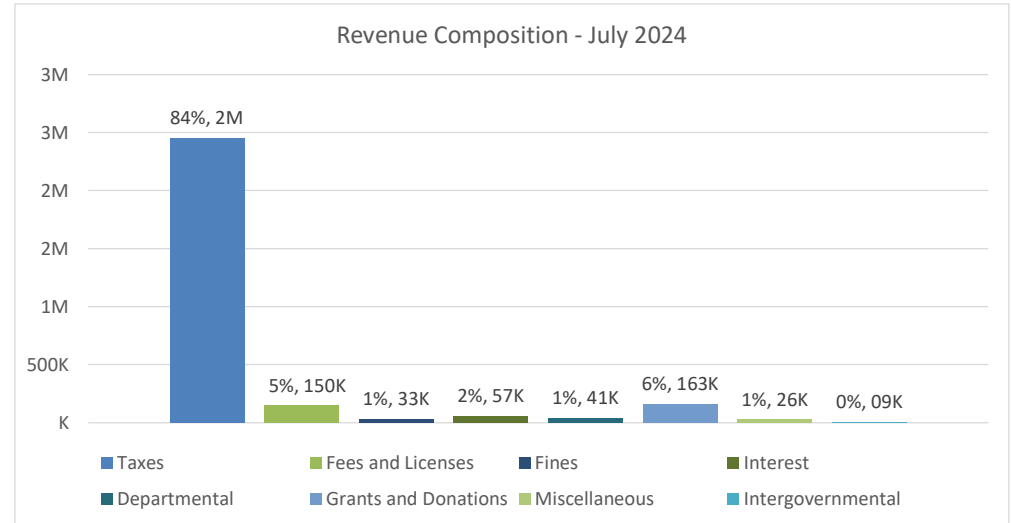
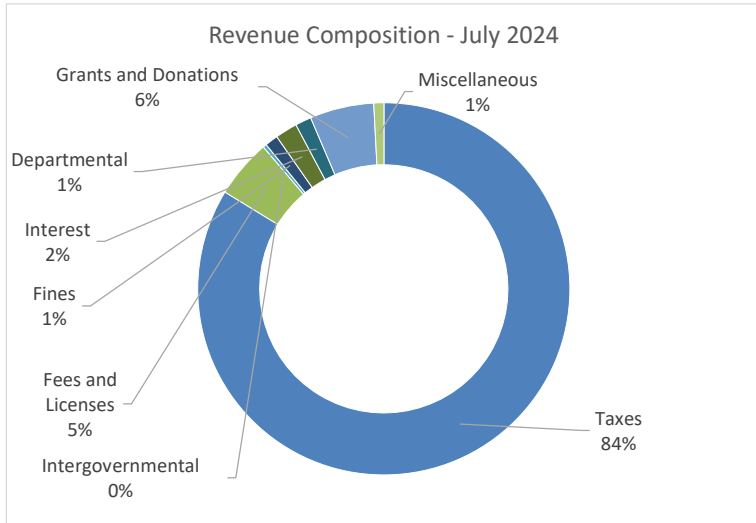
Charts
July 2024

TOWN OF PALMER LAKE

Item 4.

REVENUE CHARTS GENERAL FUND

For the Seven Months Ended July 31, 2024
UNAUDITED

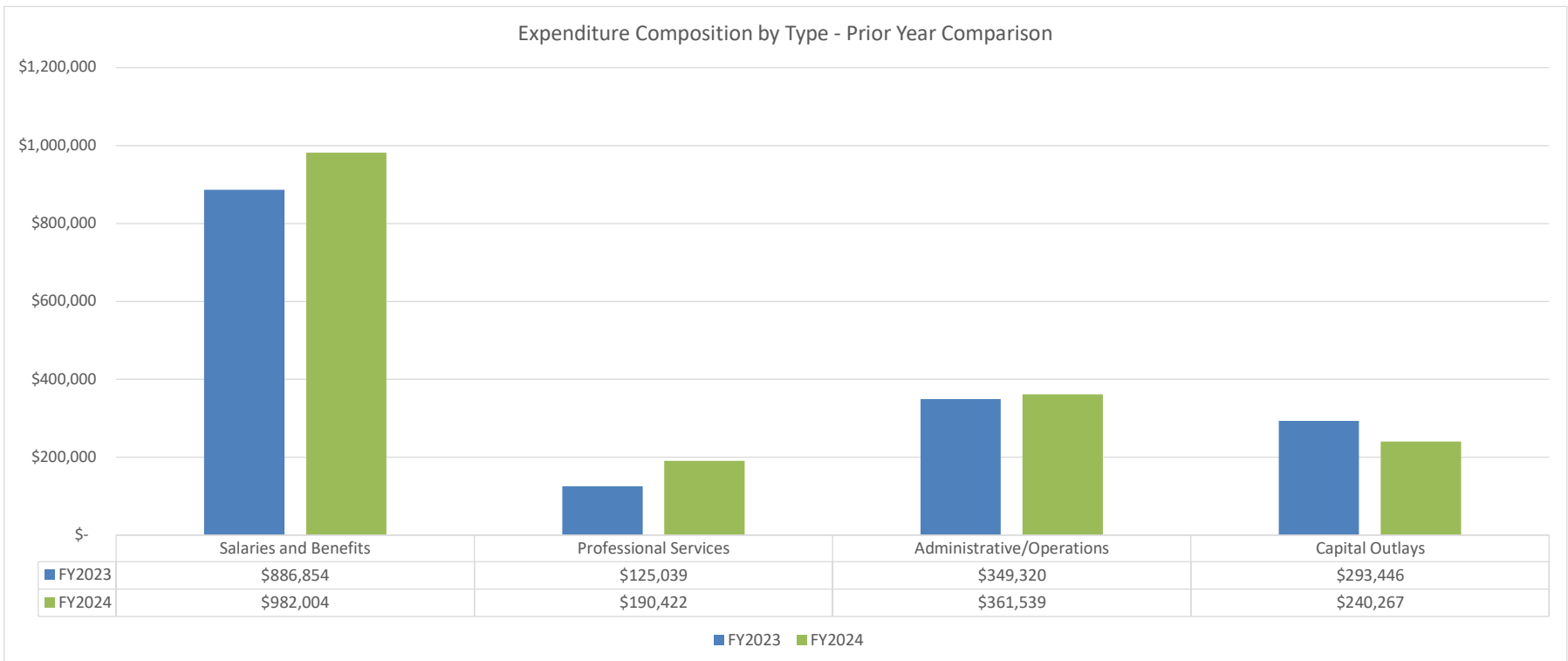
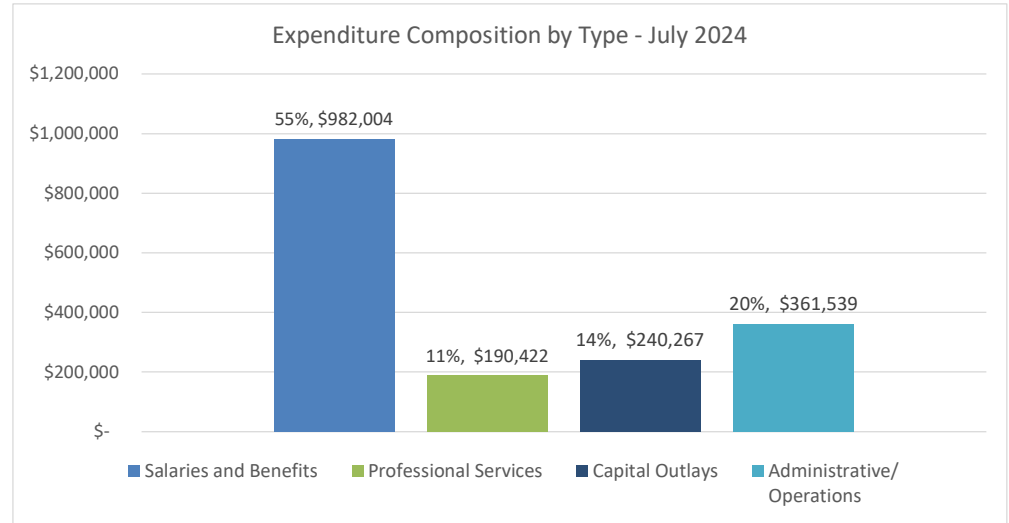
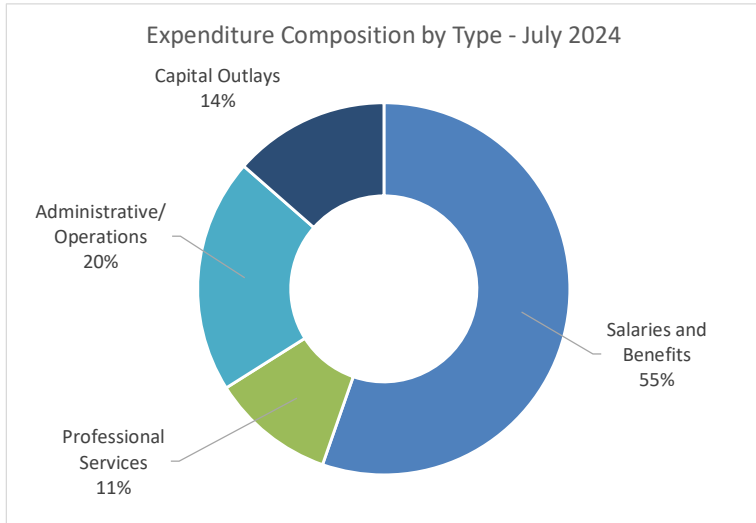


TOWN OF PALMER LAKE

Item 4.

EXPENDITURE CHARTS GENERAL FUND

For the Seven Months Ended July 31, 2024
UNAUDITED



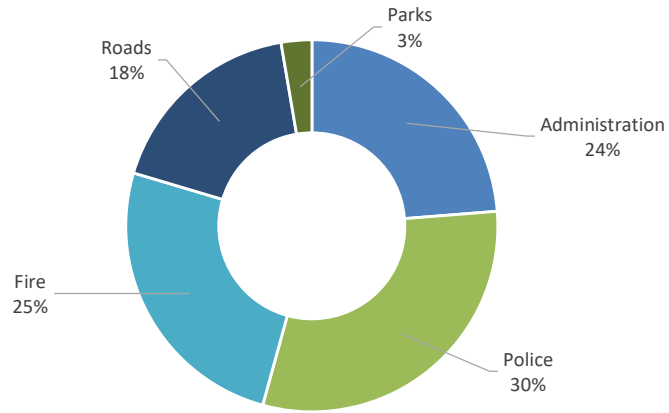
TOWN OF PALMER LAKE

Item 4.

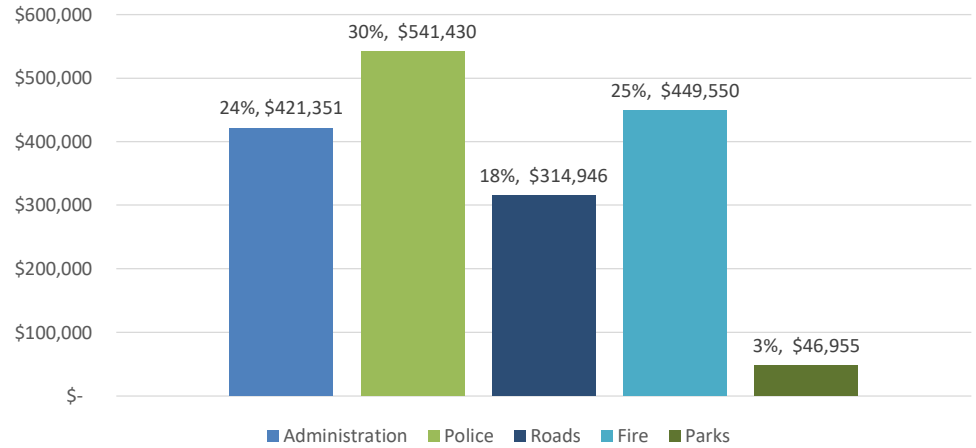
EXPENDITURE CHARTS GENERAL FUND

For the Seven Months Ended July 31, 2024
UNAUDITED

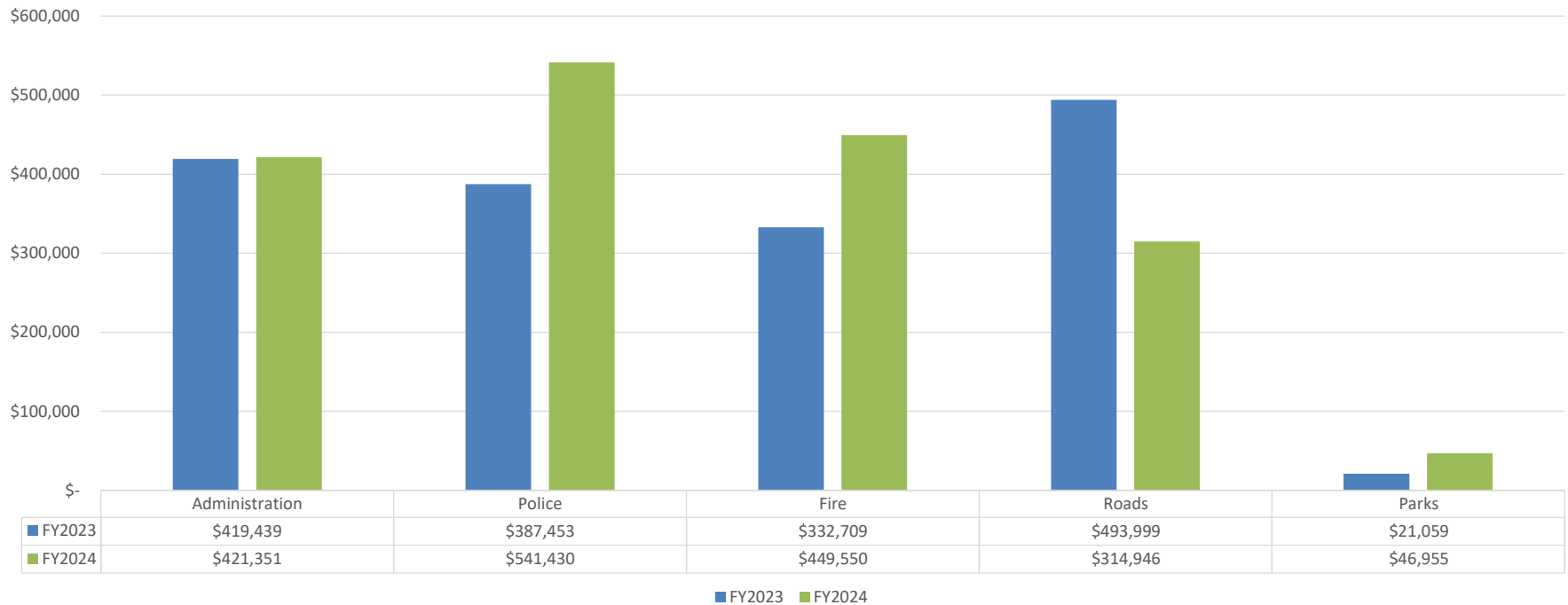
Expenditure Composition by Department - July 2024



Expenditure Composition by Department - July 2024



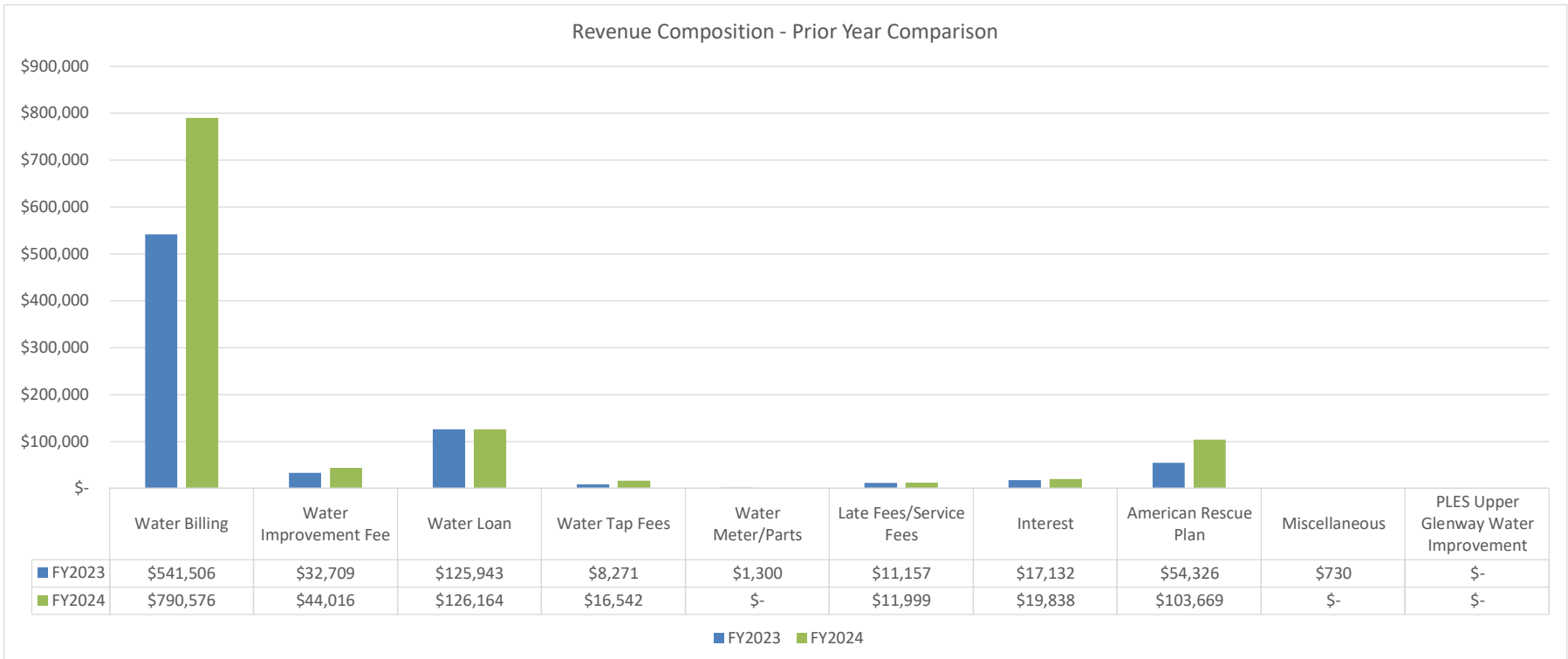
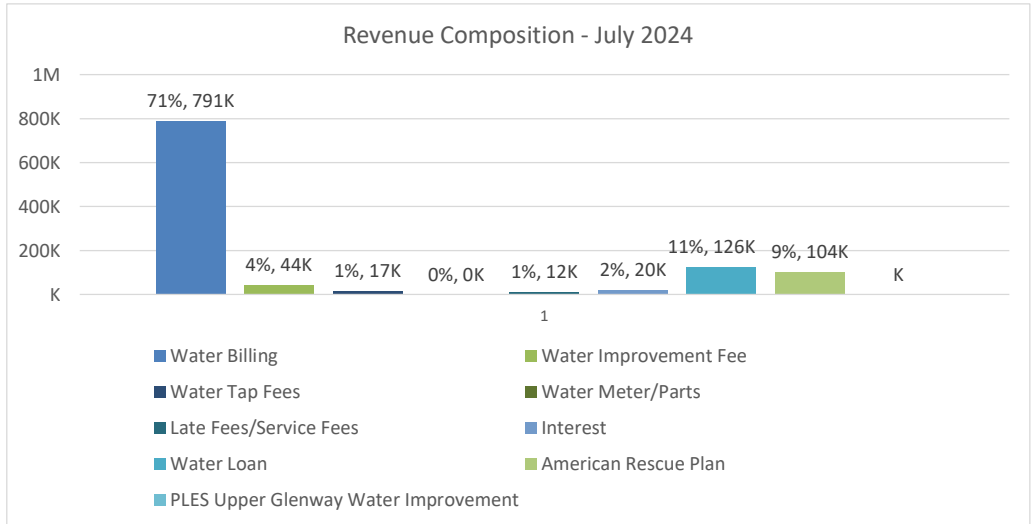
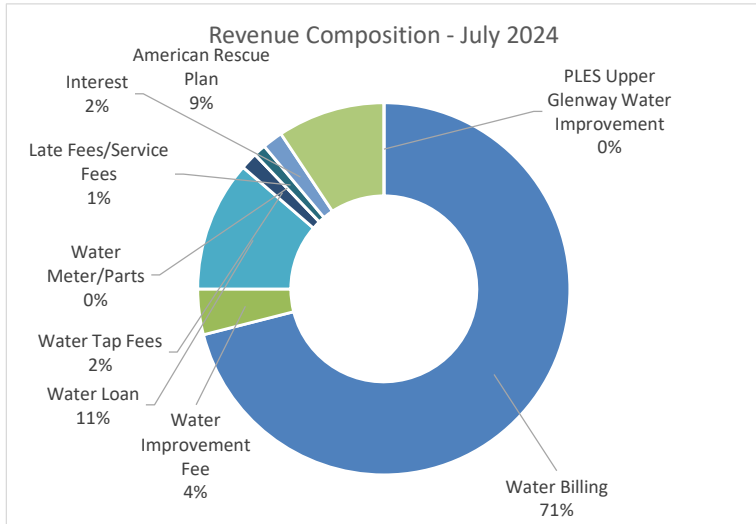
Expenditure Composition by Department - Prior Year Comparison



TOWN OF PALMER LAKE

Item 4.

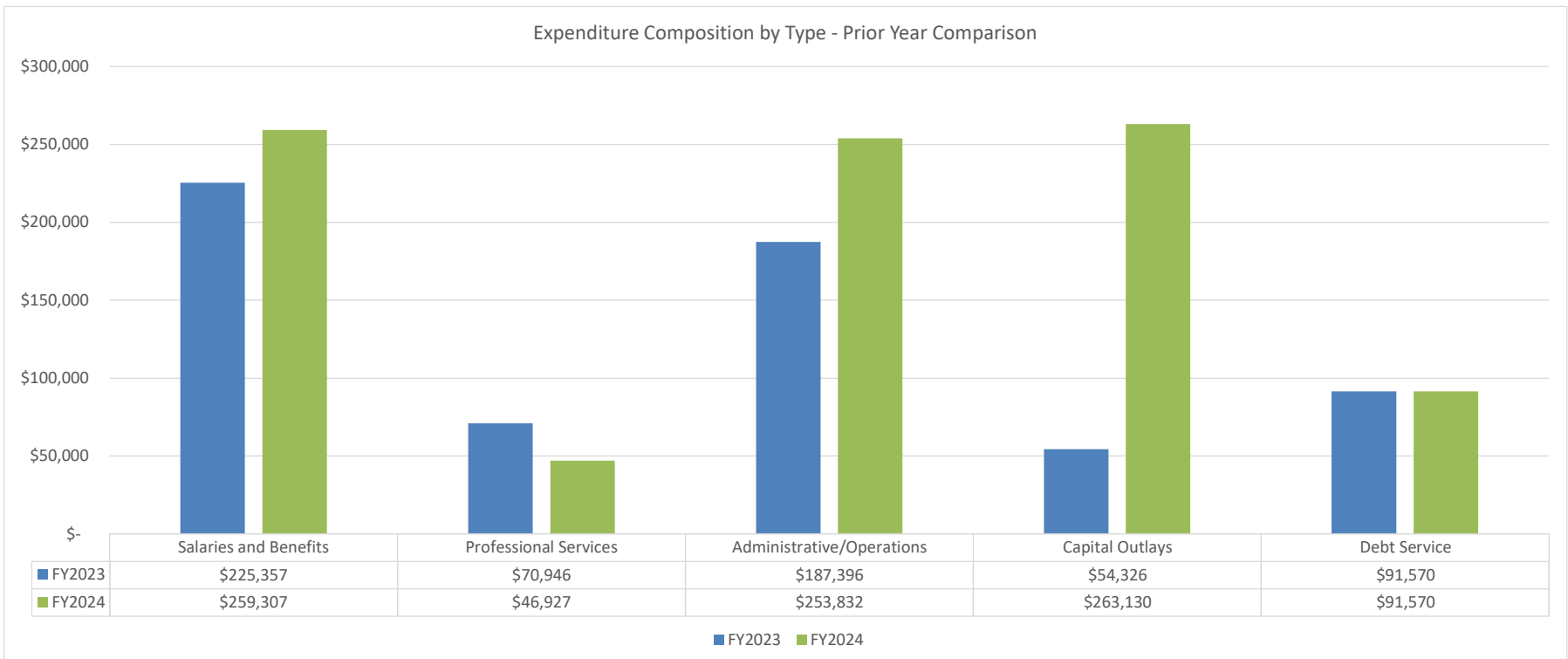
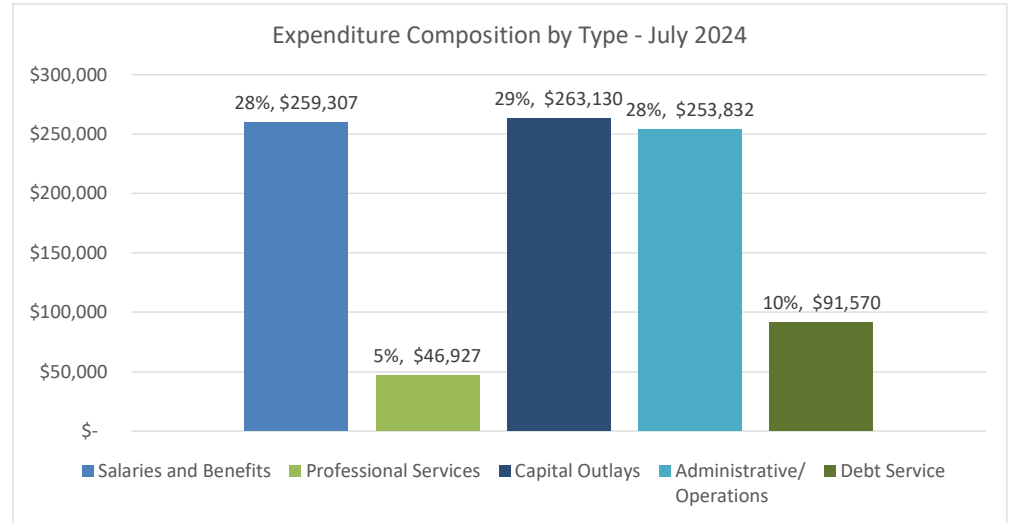
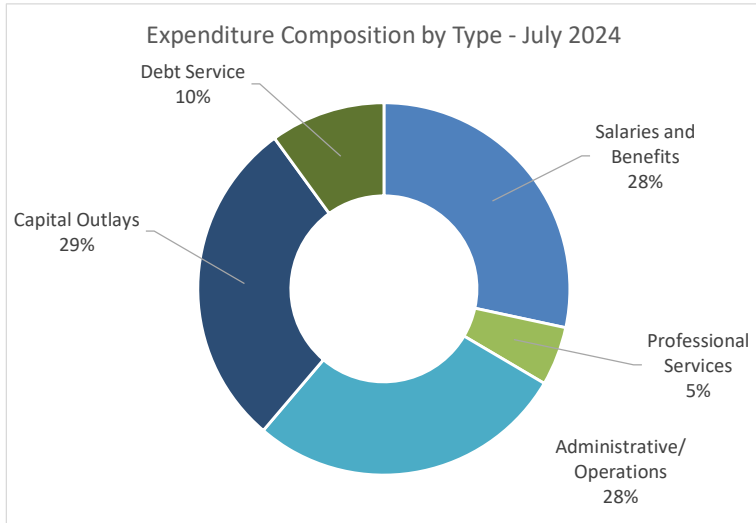
REVENUE CHARTS WATER ENTERPRISE FUND For the Seven Months Ended July 31, 2024 UNAUDITED



TOWN OF PALMER LAKE

Item 4.

EXPENDITURE CHARTS WATER ENTERPRISE FUND For the Seven Months Ended July 31, 2024 UNAUDITED



TOWN OF PALMER LAKE, COLORADO

RESOLUTION NO. 43-2024

A RESOLUTION ACCEPTING THE 2023 FINANCIAL AUDIT FROM GREEN & ASSOCIATES LLC FOR THE TOWN OF PALMER LAKE

WHEREAS, pursuant to State Statute the Town of Palmer Lake, Colorado, is required to have an annual financial audit conducted; and

WHEREAS, Green & Associates LLC conducted the audit of financial statements of the governmental activities, the business-type activities, and each major fund including the related notes to the financial statements, for the year ending December 31, 2023, and presented such audit to the Board of Trustees.

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

1. The Board accepts the 2023 financial audit and directs the Town Administrator/Clerk to sign and respectfully file the 2023 financial audit conducted by Green & Associates LLC.
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.

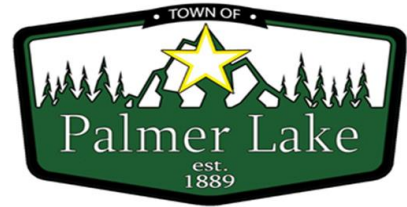
INTRODUCED, RESOLVED, AND PASSED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE ON THIS 22nd DAY OF AUGUST 2024.

ATTEST:

TOWN OF PALMER LAKE, COLORADO

Dawn A. Collins
Town Administrator/Clerk

BY: _____
Glant Havenar
Mayor



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

DATE: August 22, 2024	ITEM NO.	SUBJECT: Resolution to Reconsider Award of Asbestos Removal at ER Buildings
Presented by: Town Administrator Collins		

Background

As previously awarded by the Board, when Advanced Remediation Services (ARS) mobilized to the Elephant Rock property, they learned that square foot areas quoted were inaccurate to actual square foot area. ARS assembled the quote from the test reporting figures.

Thus, staff has requested that quotes be revisited and LTS is confirming/correcting all figures in the testing report previously provided to the town.

An additional need that has surfaced is that contents within the structures are removed prior to the abatement process. Once started, it is anticipated to take approximately two months to complete.

Following the abatement, it is anticipated that Fire personnel will complete structural training and, thereafter, removal of the structures will be scheduled.

The following are confirmed quotes for the asbestos abatement –

	Abatement	Remove contents	Total
Advance Remediation Services	\$104,000.00	\$6,700	\$110,700.00
Paramount Environmental Services	\$94,570.00	\$4,870	\$99,440.00
TruBlu Solutions Inc*	\$100,762.72	\$8,000	\$108,762.72

**excludes power hookup and water trailer*

These quotes are good prior to the winter season.

Recommended Action

Staff recommends award to Paramount Environmental Services for a total of \$99,440 and the authorization to proceed with the abatement process.

TOWN OF PALMER LAKE, COLORADO**RESOLUTION NO. 47-2024****A RESOLUTION TO RECONSIDER AWARD AND AUTHORIZE ASBESTOS REMOVAL
AT ELEPHANT ROCK PROPERTY, PALMER LAKE, COLORADO**

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 authority over contract agreements for the Town; and

WHEREAS, the Town Board of Trustees authorized a contract with Advanced Remediation Services on August 8, 2024;

WHEREAS, subsequent to the August 8, 2024, Board of Trustees meeting, the Town was advised by Advanced Remediation Services that it would not honor the quote provided to and approved by the Town Board of Trustees on August 8, 2024, because Advanced Remediation Services found its quote was based on inaccurate figures provided in the testing report; and

WHEREAS, staff requested a corrected report and new quotes from Advanced Remediation Services and other bidders, which is to remove asbestos from seven structures located on Town property, known as the Elephant Rock property (“the Property”), Palmer Lake, Colorado; and

WHEREAS, new quotes were received and reviewed by staff and a recommendation has been made to award the lowest cost quote; and

WHEREAS, the Town Board of Trustees has considered the quotes received and the recommendation of staff.

**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 awards the work to the recommended contractor, Paramount Environmental Services, as set forth in Exhibit A, attached hereto for a total amount not to exceed \$99,440.00.
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.

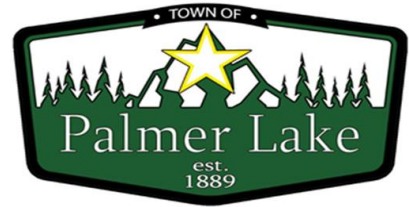
INTRODUCED, RESOLVED, AND PASSED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE ON THIS 22nd DAY OF AUGUST 2024.

ATTEST:

TOWN OF PALMER LAKE, COLORADO

Dawn A. Collins
Town Administrator/Clerk

BY: _____
Glant Havenar
Mayor



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

DATE: August 22, 2024	ITEM NO.	SUBJECT: Resolution to Authorize IGA to Coordinate Local Election with El Paso County – Nov 5, 2024
Presented by: Town Administrator Dawn Collins		

Background

The Town is required to enter an IGA with El Paso County for the coordination of the local election on November 5, 2024. Enclosed with the resolution is the agreement including the town responsibilities and designation of Town Administrator/Clerk as designated election official for the election.

Recommended Action

Approve the resolution to authorize the agreement as provided.

TOWN OF PALMER LAKE, COLORADO

RESOLUTION NO. 44-2024

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE EL PASO COUNTY CLERK AND RECORDER
AND THE TOWN OF PALMER LAKE REGARDING THE CONDUCT AND
ADMINISTRATION OF A COORDINATED ELECTION TO BE HELD ON
NOVEMBER 5, 2024**

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 will hold its regular election on November 5, 2024, and desires to participate in the coordinated election with the El Paso County Clerk and Recorder; and

WHEREAS, the Board of Trustees believes participation in the coordinated election will save a substantial amount of staff time and Town funds and will be in the best interest of the Town.

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

1. Pursuant to C.R.S. 31-10-102.7, the Town will adopt, utilize, and follow the elections provisions of the Uniform Election Code of 1992, articles 1 to 13 of Title 1, C.R.S. as amended, "The Code."
2. The Town will participate in the General Election in accordance with the terms and conditions of the IGA, attached hereto as Exhibit A, including the guidelines schedule attached to Exhibit A as it relates to the November 5, 2024, General Election.
3. The Town designates Dawn A. Collins, Town Administrator/Clerk, as the Designated Election Official, to serve as a liaison between Coordinated Election Official and the Town.
4. Mayor Glant Havenar is hereby authorized and designated to execute the IGA with El Paso County.
5. 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.

6. 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 22nd DAY OF AUGUST, 2024.

ATTEST:

TOWN OF PALMER LAKE, COLORADO

Dawn A. Collins
Town Administrator/Clerk

BY: _____
Glant Havenar
Mayor

INTERGOVERNMENTAL AGREEMENT
BETWEEN
EL PASO COUNTY CLERK AND RECORDER
AND
TOWN OF PALMER LAKE
Regarding the Conduct and Administration of the
November 5, 2024
GENERAL ELECTION



Prepared by:

Steve Schleiker
El Paso County Clerk and Recorder
1675 West Garden of the Gods Road
Suite 2201
Colorado Springs, CO 80907
(719) 575-VOTE (8683)

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into by and between the **EL PASO COUNTY BOARD OF COUNTY COMMISSIONERS** ("County"); **THE EL PASO COUNTY CLERK AND RECORDER** ("County Clerk") and TOWN OF PALMER LAKE ("Jurisdiction"), collectively referred to as the "Parties."

WITNESSETH

WHEREAS, pursuant to Colorado Revised Statutes (C.R.S. or the "Code") § 1-7-116(2), as amended, and the Rules of the Colorado Secretary of State (the "Rules"); the County Clerk and the Jurisdiction are required to enter into an agreement for the administration of their respective duties concerning the conduct of the November 5, 2024, General Election ("Election"); and

WHEREAS, the County Clerk and the Jurisdiction are authorized to conduct elections as required by law;

WHEREAS, the Colorado Constitution, Section 20 of Article X, requires the production of a mailed Ballot Issue Notice (also known as a "TABOR" notice) concerning certain ballot issues that will be submitted to the electors of the County and the Jurisdiction; and

WHEREAS, the Jurisdiction has certain candidates, ballot issues and/or ballot questions to present to its eligible electors and shall participate in this General Election.

NOW, THEREFORE, for and in consideration of the promises contained herein, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. This election shall be conducted as a General Election in accordance with the Uniform Election Code of 1992 (Articles 1-13 of Title 1, C.R.S.). The election participants shall be required to execute agreements with El Paso County for this purpose and may include any jurisdiction type, eligible to conduct such an election within the El Paso County limits and the State of Colorado.
2. This election shall be conducted by El Paso County as a Mail Ballot Election.
3. FURTHER, the Parties agree as follows:

ARTICLE ONE
PURPOSE AND GENERAL MATTERS

1.0 DEFINITIONS:

- A. **"Coordinated Election Official"**, (hereinafter **"CEO"**) shall mean the El Paso County Clerk and Recorder as referenced in C.R.S. § 1-7-116(1)(a). The CEO shall act within the Code and Rules and, as such, shall conduct the election for the Jurisdiction for all matters in the Code and the Rules which require action by the CEO.
- B. **"Colorado Election Code"** or **"Code"** shall mean any part of the Uniform Election Code of 1992 (Articles 1-13 of Title 1, C.R.S.), as well as the Colorado Constitution, and the State of Colorado Secretary of State (SOS) Rules.
- C. **"Coordinated Election"** shall mean an election where more than one jurisdiction with overlapping boundaries or the same electors holds an election on the same day and the eligible electors are all registered electors, and the County Clerk and Recorder is the Coordinated Election Official for the jurisdictions.
- D. **"Designated Election Official"** (hereinafter **"DEO"**), shall be identified by the Jurisdiction to act as the primary liaison between the Jurisdiction and the CEO or his designated contact person (defined below), and who will have primary responsibility for the conduct of election procedures to be handled by the Jurisdiction hereunder.
- E. **"IGA"** or **"Agreement"** shall mean Intergovernmental Agreement between the County and the Jurisdiction for election coordination.
- F. **"General Election"** means the election held on the Tuesday succeeding the first Monday of November in each even-numbered year.
- G. **"Jurisdiction"** shall mean those Jurisdictions or local governments participating in the General Election under the terms of this Agreement.
- H. **"Mail Ballot Packet"** shall mean the packet of information provided by the CEO to eligible electors in the mail ballot election. The packet includes the ballot, instructions for completing the ballot, and a return envelope. C.R.S. § 1-7.5-103(5).
- I. **"SOS"** shall mean the State of Colorado Secretary of State.

J. **"SOS Election Calendar"** shall mean the most recent 2024 election calendar as published on the SOS website located at www.sos.state.co.us.

- 1.1 **GOAL:** The purpose of this Agreement is to set forth the tasks to be completed by the County Clerk and Recorder (CEO) and the Jurisdiction to conduct the election and to provide for the cost thereof.
- 1.2 **COORDINATED ELECTION OFFICIAL:** The County Clerk and Recorder shall act as the CEO in accordance with the Code and Rules and, as such, shall conduct the election for the Jurisdiction.
- 1.3 **CONTACT PERSON:** The CEO designates Angie Leath, or her designee, (Phone: 719-520-7325; email: angieleath@elpasoco.com) as the contact person to act as primary liaison between the CEO and the Jurisdiction. The contact person shall act under the authority of the CEO and shall have the primary responsibility for the coordination of the election with the Jurisdiction and completion of procedures assigned to the CEO herein. Nothing herein shall be deemed to relieve the CEO or the Jurisdiction from their official responsibilities for the conduct of the election.
- 1.4 **DESIGNATED ELECTION OFFICIAL:** The Jurisdiction shall appoint a Designated Election Official (DEO) to act as primary liaison between the Jurisdiction and the CEO. The Jurisdiction designates the below named person to act as the DEO for all matters under the Code and the Rules which require action by the DEO.

DEO name: Dawn A. Collins

Primary phone: 719-481-2953

Cell phone: 920-660-1158

Email: dawn@palmer-lake.org

From the date of execution of this Agreement through the official certification of the final election results including any recounts, the DEO shall be readily available and accessible during regular business hours, and at other times when notified in advance by the County's contact person, for the purpose of consultation and decision-making on behalf of the Jurisdiction. In addition, the DEO is responsible for receiving and timely responding to inquiries made by their voters or others interested in the Jurisdiction's election. The DEO is responsible for providing the CEO with emergency contact numbers to be reached before and after office hours and on Election Day from 7:00 a.m. until the counting of the ballots is completed. To the extent that the Code requires that an Election Official of the Jurisdiction conduct a task, the DEO shall conduct the same.

- 1.5 **APPLICABILITY:** This Agreement shall be construed to apply to that portion of the Jurisdiction within El Paso County, State of Colorado.
- 1.6 **TERM:** This Agreement shall start as of the date of the last party's execution of this Agreement and shall continue through the official certification of the November 5, 2024, General Election.
- 1.7 **LEGAL ADVICE:** The Jurisdiction understands that the CEO and his designees do not provide legal advice to the Jurisdiction. The CEO and his designees may provide information to the Jurisdiction concerning the CEO's understanding of applicable laws and rules, but it is the responsibility of the Jurisdiction to contact its own attorney for legal advice.
- 1.8 **RESPONSIBILITIES BEYOND THIS AGREEMENT:** The Jurisdiction understands that there may be additional obligations and responsibilities, legal, contractual, or otherwise, placed upon the Jurisdiction outside the terms of this IGA. The Jurisdiction further understands that it is the responsibility of the Jurisdiction to be aware of all obligations and responsibilities of the Jurisdiction.
- 1.9 **UPDATING OTHER COUNTIES:** For those Jurisdictions which extend beyond El Paso County, the Jurisdiction is responsible for keeping each county informed of any and all changes to its ballot language and Ballot Issue Notice language. It is also the Jurisdiction's responsibility to inform itself of all election procedures for each County.

ARTICLE TWO DUTIES OF THE COUNTY CLERK AND RECORDER (CEO)

The CEO shall perform the following duties for the election for the Jurisdiction:

- 2.0 **VOTER REGISTRATION:** Supervise, administer, and provide the necessary facilities and forms for all regular voter registration sites and voter service and polling centers.
- 2.1 **BALLOT PREPARATION:** Upon certification from the DEO pursuant to Section 3.4, the CEO shall layout the text of the ballot in a format that complies with the Code and the Rules. CEO shall provide ballot printing layouts and text for proofreading and for signature approval of the Jurisdiction. CEO shall certify the ballot content to the printer.
- 2.2 **VOTER LISTS:** Upon request of the Jurisdiction, create a list of the registered voters containing the names and addresses of each elector registered to vote in the Jurisdiction. This will not be a certified list but may be used for checking signatures on candidate petitions. The

Jurisdiction shall pay the CEO for the cost of such list. The Jurisdiction may choose to receive the list on CD, via FTP site or as a printed copy. The fee for furnishing the list shall be as follows:

List on FTP site = \$25.00

List on CD = \$25.00 plus \$1.25 CD charge

List as a printed copy = \$25.00 and \$.05 per page

- 2.3 **ELECTION PLAN:** The CEO shall file the proposed election plan with the Secretary of State as required by C.R.S. § 1-7.5-105 (1).
- 2.4 **ELECTION JUDGES/BOARD OF CANVASSERS/STAFF:** The CEO shall appoint, receive appointments as required by law, compensate, instruct and oversee election judges, the Board of Canvassers, and any qualified number of additional election staff to adequately serve the number of electors registered to vote in the General Election.
- 2.5 **ELECTION SUPPLIES:** The CEO shall provide all necessary equipment, forms and personnel to conduct the election, including the County's electronic vote counting equipment.
- 2.6 **LOGIC AND ACCURACY:** The CEO shall conduct three tests on all electronic voting equipment in accordance with C.R.S. § 1-7-509(1)(b) and Rules promulgated by the Secretary of State, including a hardware test, public logic and accuracy test, and a Risk Limiting Audit. The CEO shall select a testing board comprised of at least two persons, who are registered electors.
- The CEO shall conduct public testing of voting equipment prior to the commencement of voting. The public test shall be open to representatives of the political parties, the press and the public, pursuant to C.R.S. § 1-7-509(2)(b). The CEO shall select a testing board comprising of at least two persons who are registered electors. Notice of the fact that the public test will take place shall be posted in the designated public place for posting notices in the county for at least seven days before the public test.
- 2.7 **PREPARE AND MAIL BALLOT PACKETS:** The CEO shall prepare and mail all Mail Ballot Packets as required by C.R.S. § 1-7.5-107 and § 1-8.3-110.
- 2.8 **ELECTION DAY:** The CEO shall provide Election Day telephone and in person support from 7:00 a.m. to the conclusion of the unofficial count on election night.
- 2.9 **COUNTING OF BALLOTS:** The CEO shall conduct and oversee the process of counting the ballots and reporting the results by precinct.

Establish backup procedures and voting sites should the need arise. Provide personnel to participate in the ballot counting procedures as accomplished by any electronic vote tabulating equipment used in the election. Provide personnel and all other necessary services for any recount as provided by the Code.

- 2.10 **STORAGE:** The CEO shall store all voted ballots and all other election materials for a minimum of twenty-five (25) months, to be saved in such a manner that they may be accessed by the participating jurisdictions, if necessary, to resolve any challenge or other legal questions that might arise regarding the election.
- 2.11 **PUBLIC NOTICE:** The CEO shall provide notice by publication of a mail ballot election as required by C.R.S. § 1-5-205.
- 2.12 **BALLOT ISSUE NOTICE:** The CEO shall determine the "least cost" method for mailing the Ballot Issue Notice and combine the text of the Ballot Issue Notice produced by the Jurisdiction with those of other Jurisdictions to produce the Ballot Issue Notice. The CEO will determine the order of the ballot and the order of the Ballot Issue Notice in the order of final ballot certification on a first received basis.

The CEO shall print, address, and mail the notice to "All Registered Voters" at each address of one or more active registered elector of the Jurisdiction. Nothing herein shall preclude the CEO from sending the Ballot Issue Notice to persons other than electors of the Jurisdiction if such sending arises from the CEO's efforts to mail the Ballot Issue Notice at "least cost."

- 2.13 **COSTS:** The CEO shall keep a careful and accurate accounting of all chargeable items to the Jurisdiction. Costs shall include but are not limited to: software and equipment usage, election judges and other associated election personnel, ballots and related election forms, printing, election supplies, public notices paid for by the CEO, legal costs, postage, rental charges, related computer hardware and technical support, and any other fees reasonably related to conducting the 2024 General Election.

The CEO shall charge each Jurisdiction taking part in the election a proportional share of the actual costs of the election. This proportional share shall be based upon the number of active voters eligible to vote within each Jurisdiction involved in the election, the number of Jurisdictions participating, and may also include the number of ballot issues and/or items to be included on the ballot for each Jurisdiction.

Legal costs shall include but are not limited to any costs incurred by El Paso County to enforce a provision of this Agreement or to defend any

legal or administrative action brought by a candidate or Jurisdiction as it relates to this Agreement or the November 5, 2024, General Election.

El Paso County shall be the sole determiner as to whether legal counsel outside of the El Paso County Attorney’s office is required or warranted to bring or defend legal or administrative action as referenced in this Agreement.

- 2.14 **Voting and Ballot drop-off:** The CEO shall establish, voter service and polling centers, and ballot drop-off locations as required by law.

ARTICLE THREE
DUTIES OF THE JURISDICTION

- 3.0 **AUTHORITY:** The DEO shall provide the CEO with a copy of the ordinance or resolution stating that the Jurisdiction will follow the election provisions of the Code and that the Jurisdiction will participate in the General Election in accordance with the terms and conditions of this Agreement, including the time guidelines schedule attached hereto as these relate to the November 5, 2024, General Election. The ordinance or resolution will also name and authorize the DEO of the Jurisdiction or other designated person to execute this Agreement.

- 3.1 **CALL AND NOTICE:** The CEO shall publish the Notice as required by C.R.S. § 1-5-205. If other notices required by C.R.S. § 1-7-908 or any other constitutional or statutory reference are required by the Jurisdiction, it shall be the DEO’s responsibility to comply with those requirements.

- 3.2 **PETITIONS:** The DEO shall perform all responsibilities required to certify any candidate, including write-in candidates, and/or initiative petition(s) to the ballot. Petitions for nominations shall be made available through the office of the DEO for the Jurisdiction. Signatures on all petitions shall be verified by the Jurisdiction.

- 3.3 **CAMPAIGN FINANCE:** The DEO understands that all candidates running for office must become familiar with the requirements of Article XXVIII of the Colorado Constitution, and Title 1, Article 45, C.R.S.

APPROPRIATE FILING OFFICE: The DEO understands that candidates for any school board or any committees formed to support or oppose any school district or special district ballot issue or ballot question must file paperwork with the Secretary of State’s office. The DEO understands that candidates for municipal elections or any issue committee formed to support or oppose any municipal ballot issue or question must file paperwork with the municipal clerk of the applicable municipality.

- 3.4 **BALLOT PREPARATION and CERTIFICATION:** The DEO shall certify the list of candidates, ballot issues and/or ballot questions and the titles and summaries of each ballot issue or question in the format as described in the attached "Format Information Page" to the CEO exactly as the list is to be printed on the ballot as soon as the information is available but **no later than 5:00 p.m. on September 6, 2024.**

Certification is required by two methods any time prior to the above deadline:

Electronically by email to angieleath@elpasoco.com, and

A printed hard copy delivered to the Main Clerk & Recorder's office no later than 5:00 p.m. on September 6, 2024.

The Jurisdiction is to provide the phonetic pronunciation of each candidate's name to assist with the preparation of the audio ballot as required by SOS Rule 4.6.2.

The DEO shall email a recording of correct pronunciation to angieleath@elpasoco.com or call the CEO at (719) 520-6760 and leave an audio recording of the candidate's name in the voice mail box.

The Jurisdiction must indicate whether question(s) are a referred measure or an initiative from a citizen petition. The Jurisdiction understands and agrees that any ballot content submitted to the CEO after the above noted date may result in their candidates, issues or questions not being on the ballot. In such event, the Jurisdiction will be required to provide for its own election at its sole expense and the remaining terms and conditions of this Agreement will automatically terminate. Jurisdiction shall be solely responsible for the content of any ballot issue and/or ballot question, including the title and summary of any ballot issue and/or ballot question. The CEO may provide proofreading assistance (i.e. technical, grammatical, or syntactic proofing) but under no circumstance shall the CEO be responsible for the content or how it is presented to its voters.

The Jurisdiction understands that it must wait and that it must instruct ballot issue committees and coordinating entities to wait before the numbering of a ballot issue and/or ballot question until the CEO has assigned a number to the respective ballot issue and/or ballot question.

With the passage of House Bill 21-1011, a sample ballot and an in-person ballot in Spanish must be available to voters in El Paso County. Jurisdictions must certify ballot content in both English and Spanish to the CEO by September 6, 2024. Please refer to C.R.S. §§ 1-5-901 through 907 for details on this requirement. The translation must be linguistically accurate, culturally appropriate, and technically consistent with the original documents.

3.5 **PROOFING:** The DEO shall proofread the layout and the text of the Jurisdiction's portion of the official ballots in both English and Spanish before authorizing in writing the printing of the ballots. Such authorization shall be made **WITHIN THREE (3) HOURS** of the CEO's email or fax transmission to the DEO. The expected date and time for this proofing will be between 8:00 a.m. and 5:00 p.m. on Thursday, 9/12/24 or Friday, 9/13/24. Should the DEO fail to contact the CEO within three (3) hours of the CEO's email or fax transmission, the CEO shall not be held responsible for any errors or omissions should they proceed with the printing of the ballots.

3.6 **SPECIAL DISTRICTS – PROPERTY OWNER VOTER LISTS:** Participating Jurisdictions that are required to permit taxpaying electors as defined by C.R.S. § 32-1-103(5) to vote in their elections, must provide a list of those eligible electors to the CEO. The list must include eligible electors which are included on the Assessor's property owner list and are not included on the registered voter list. The Jurisdiction is also responsible for verifying that each of the eligible electors on their prepared list is registered to vote in the State of Colorado. This process may be accomplished by requesting access to the Voter Lookup website available on the Colorado Secretary of State's web site: <https://www.sos.state.co.us/voter-classic/auth/login.xhtml>. DEOs must order from the assessor the list of all owners of taxable real and personal property situated within the district.

The CEO will mail ballots to each eligible elector residing outside of the district included on the property owner list provided by the DEO. Each eligible elector who resides outside the district but is registered to vote in the State of Colorado, will receive a ballot.

The list of eligible property owners must be submitted to the CEO no later than September 25, 2024, and must include the voter's full name, mailing address, property address within the district, and Colorado Voter ID number.

3.7 **BALLOT ISSUE NOTICE:** The Jurisdiction shall prepare, and be solely responsible for, the language for the Notice for each ballot issue relating to Section 20, Article X of the Colorado Constitution. The language shall consist only of a concise title in the format as described in the attached "Ballot Issue Notice Example Page", and pro and con summaries each of 500 words or less. The Ballot Issue Pro/Con comments shall be delivered to the Jurisdiction's DEO **by noon on September 20, 2024**. The Ballot Issue Notice including the summarized comments shall be delivered to the CEO **by 5:00 p.m. September 23, 2024**, for inclusion in the Notice.

For Special Districts submitting a ballot issue measure to the ballot, the CEO shall mail Ballot Issue Notices to each household with at least one active registered voter as well as each household included on the property owner list provided from section 3.6 of this IGA. The Notice may include only those ballot issues that electors receiving the Notice are eligible to vote on based upon their residential address.

- 3.8 **ELECTION DAY:** The Jurisdiction shall provide support on Election Day via the contact phone number provided in this agreement.
- 3.9 **RECOUNT:** The Jurisdiction shall be responsible for costs of a recount pursuant to C.R.S. § 1-10.5-101 and § 1-11-215 except for costs collected from an "interested party" pursuant to C.R.S. § 1-10.5-106 which shall be collected by the entity conducting the recount.
- 3.10 **PAYMENT OF COSTS:** The Jurisdiction shall reimburse the County for such costs allocated to the Jurisdiction within thirty (30) days of date of final billing.
- 3.11 **ESTIMATED COSTS:** The estimated cost for the Jurisdiction's portion of the election is approximately \$2805.19. It is understood and agreed that this is a cost estimate, and the actual cost may be higher or lower depending on questions presented to the Jurisdiction's electorate and the number of Jurisdictions that participate in the General Election. The Jurisdiction further agrees to pay a deposit of \$1402.6 which is 50% of the estimated cost to the CEO at the time the ballot certification is submitted to the CEO but no later than 5:00 p.m. Friday, September 6, 2024. The CEO will maintain the deposit in a separate account and will remit any funds not used for the election to the Jurisdiction.

ARTICLE FOUR

CANCELLATION OF THE ELECTION

- 4.0 In the event that the Jurisdiction resolves not to hold the election, then the Jurisdiction shall comply with the provisions of C.R.S. § 1-5-208 and notice of such resolution shall be immediately provided to the CEO. The Jurisdiction shall within thirty (30) days promptly pay the CEO the Jurisdiction's proportional share of the activities of the CEO relating to the election incurred both before and after the receipt of such notice. The Jurisdiction shall provide notice by publication (as defined in the Code) of the cancellation of the election and a copy of the notice shall be posted in the office of the CEO, in the office of the DEO, at the primary location of the Jurisdiction, and, if the Jurisdiction is a special district, in the office of the Division of Local Government.

**ARTICLE FIVE
LIABILITY**

5.0 The Jurisdiction agrees to indemnify, defend, and hold harmless the County to the extent permitted by law, from any and all loss, costs, demands or actions arising out of or related to any actions, errors or omissions of the Jurisdiction in completing its responsibilities relating to the November 5, 2024, General Election. Nothing in this provision shall be deemed to waive or otherwise limit the defense available to the Jurisdiction and the County under the Colorado Government Immunity Act. This Agreement shall not be construed to create any rights or benefits for any person who is not a party to this agreement.

**ARTICLE SIX
MISCELLANEOUS**

6.0 **APPROPRIATION:** Both the County and the Jurisdiction intend and commit to use all good faith and due diligent efforts to honor their respective financial obligations as set forth in this Agreement.

6.1 **NOTICES:** Any and all notices required to be given by the Parties by this Agreement are deemed to have been received and to be effective: 1) three (3) days after the same shall have been mailed by certified mail, return receipt requested; 2) immediately upon hand delivery; or 3) immediately upon receipt of confirmation that a fax or email was received; to the address of the Parties as set forth below or to such Party or addresses as may be designated hereafter in writing:

To County Clerk:
and Recorder's
contact person Angie Leath, Division Manager - Elections
El Paso County Clerk and Recorder
P.O. Box 2007
Colorado Springs, Colorado 80901-2007
FAX: 719-520-7327

With a copy to: El Paso County Attorney
200 South Cascade Avenue
Suite 150
Colorado Springs, Colorado 80903-2208

To Jurisdiction: Town of Palmer Lake
Attn: Dawn Collins
Address: PO Box 208
City, State, Zip Palmer Lake CO 80133

6.2 **AMENDMENT:** This Agreement may be amended only in writing and following the same formality as the execution of this Agreement.

6.3 **INTEGRATION:** The Parties acknowledge that this written Agreement, constitutes the sole agreement between them relating to the subject matter hereof, and that no Party is relying upon any oral representation made by another Party or employee, agent or officer of that Party.

6.4 **CONFLICT OF AGREEMENT WITH LAW, IMPAIRMENT:** In the event that any provision of this Agreement conflicts with the Code, other statute, rule or valid prior resolution duly adopted by the El Paso County Board of County Commissioners, this Agreement shall be modified to conform to such law, resolution or ordinance. No subsequent resolution or ordinance of the Board of County Commissioners or the governing body of the Jurisdiction shall impair the rights of the CEO or the Jurisdiction hereunder without the consent of the other party to this agreement.

6.5 **TIME OF ESSENCE:** Time is of the essence of this Agreement. The statutory time requirements of the Code shall apply to the completion of the tasks required by this Agreement.

6.6 **Additional DEO and District Contact Information**

Jurisdiction Name: Town of Palmer Lake

Business Hours: Mon-Thu 7:30 A - 5 P, Friday by Appt

Telephone Numbers (during normal business hours):

719-481-2953

Emergency Telephone Numbers (before and after normal business hours):

920-660-1158

Election Day contact information:

920-660-1158



ATTACHMENTS:

1. Format Information Page
2. Ballot Issue Notice Example Page
3. Sample Candidate Ballot Layout
4. 2024 Election Calendar

IN WITNESS WHEREOF, the Parties have hereto signed this Agreement to be effective as described in Article One, section 1.7 of this agreement. Pursuant to Resolution No. 24-281, the El Paso County Clerk and Recorder (CEO) is authorized to execute this Agreement on behalf of the Board of County Commissioners, El Paso County, Colorado.

County Signatures below

El Paso County Clerk and Recorder

Date: _____

APPROVED AS TO FORM:

County Attorney's Office

Date: _____

Signatures from the Jurisdiction below

Jurisdiction Name:

Signature of DEO

Date: _____

APPROVED AS TO FORM:

Jurisdiction's Legal Counsel

Date: _____



Certification Format Information Page

Ballot certification is required in two formats:

- Printed hard copy; and,
- Electronic copy. The electronic version must be provided using Microsoft Word. No PDF versions will be accepted.

The electronic copy must be emailed to angieleath@elpasoco.com. Both the printed hard copy and electronic copy must be received at the main Clerk & Recorder's Office location at 1675 Garden of the Gods Rd., Suite 2202, Colorado Springs, CO 80907, as soon as possible, but no later than 5:00 p.m. on September 6, 2024.

Important: Per Rule 4.5.5(f)(4) – Ballot questions and issues are numbered or lettered in the order in which the measures are certified to the ballot by the DEO. Submissions are considered certified once one of the two required submissions, either electronic or printed hard copy, have been received by the CEO.

ELECTRONIC VERSION: These requirements apply to the ballot content, as well as the Ballot Issue Notice information. Email using Microsoft Word is acceptable.

SPACING: All text must have single line spacing.

TEXT: For Ballot Issues, all ballot issue text must be typed in CAPITAL LETTERS.

Pro/Con statements must appear in upper and lower case.

Ballot Questions must be typed in upper and lower case.

TABLES/COLUMNS: Do not use columns or tables setting up files as these are difficult to reformat. Use TABS to put information in rows and/or columns.

AUDIO RECORDING: If the ballot certification includes candidates, the DEO shall email a recording of the correct pronunciation of each candidate's name to angieleath@elpasoco.com or call (719) 520-6760 to leave an audio recording of each candidate's name in the voice mail box.

This page is provided for your reference. It may be removed prior to returning the signed IGA to the Clerk and Recorder's office.

**Ballot Issue Notice
Example Page**

NOTE: The information provided here is offered as a suggestion for the sake of uniformity and convenience to the voters based upon the Constitutional language of TABOR. Jurisdictions should consult with their legal counsel to determine if your data should be supplied as suggested.

[DISTRICT NAME]

Designated Election Official:

[Name of DEO]
[Title]
[Address]
[City, State, Zip]
[Phone number]

NOTICE OF ELECTION [TO INCREASE TAXES] [TO INCREASE DEBT] [ON A
CITIZEN PETITION] [ON A REFERRED MEASURE]

[DISTRICT NAME]

EL PASO COUNTY, STATE OF COLORADO

Election Date: [Insert Election Date]
Election Hours: [7:00 A.M. to 7:00 P.M.]

[Insert Question Number]

Ballot Title and Text:

[ALL TEXT IN UPPERCASE. This is the same language provided with original ballot certification.]

Information:

The below information is not required with your ballot certification on 9/6/24. It is required with your Ballot Issue Notice submission which is due on 9/23/24.

Fiscal Year Spending Information:

Year (Current fiscal year estimated) [\$?,000,000]
Year (Actual) [\$?,000,000]
Year (Actual) [\$?,000,000]
Year (Actual) [\$?,000,000]
Year (Actual) [\$?,000,000]

Overall percentage change in fiscal year spending: [Insert % of overall change]
Overall dollar amount change: [Insert \$ amount of change]

Estimated maximum dollar amount of tax increase for [insert year]: [amount of increase]

Estimated [insert year] fiscal year spending without tax increase: [amount of spending]

Information on Current Bonded Debt:

Principal amount:	[\$?,000,000]
Maximum annual repayment cost:	[\$?,000,000]
Total repayment cost:	[\$?,000,000]

Information on Proposed Bonded Debt:

Principal amount:	[\$?,000,000]
Maximum annual repayment cost:	[\$?,000,000]
Total repayment cost:	[\$?,000,000]

Summary of written comments for the proposal:

- [Summary statements or paragraphs for the proposal must be filed 45 days before the election. See C.R.S. 1-7-901(4)]
- [Summaries must be 500 words or less and accurately summarize all written comments.]
- [Summaries may not contain names of persons or private groups that are for or against the proposal.]
- [If written comments are not filed, state "No comments were filed by the constitutional deadline."]

Summary of written comments against the proposal:

- [Summary statements or paragraphs against the proposal must be filed 45 days before the election. See C.R.S. 1-7-901(4)]
- [Summaries must be 500 words or less and accurately summarize all written comments.]
- [Summaries may not contain names of persons or private groups that are for or against the proposal.]
- [If written comments are not filed, state "No comments were filed by the constitutional deadline."]

Sample Candidate Ballot Layout

DISTRICT NAME
Name of Office
Length of Term
(Vote for not more than?)

_____ Candidate's name

_____ Candidate's name

_____ Candidate's name

_____ Candidate's name

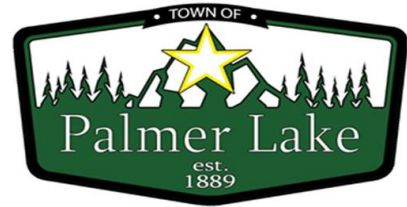
_____ Candidate's name

DISTRICT NAME
Name of the Office
Length of Term
(Vote for not more than?)

_____ Candidate's name

_____ Candidate's name

_____ Candidate's name



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

DATE: August 22, 2024	ITEM NO.	SUBJECT: Resolution to Authorize Reduced Fee for Plat Amendment and Plat Correction
Presented by: Town Administrator Dawn Collins		

Background

The Town has established fees for land use applications by resolution for the master fee schedule. The recent adoption of the revised Chapter 16 Subdivision code created two sections – Plat Amendment and Plat Correction – that entail less procedures than the “replat” application review and approval, including one less and no hearings (saving publication costs and public meeting time) but still require a review by town consultants.

Thus, staff recommends that a separate fee of \$500 be considered for these two applications, reduced from the \$1000 replat application fee.

Recommended Action

Approve the resolution to add a separate fee for Plat Amendment and Plat Correction to the master fee schedule.

TOWN OF PALMER LAKE, COLORADO**RESOLUTION NO. 46-2024****A RESOLUTION TO ESTABLISH A SEPARATE FEE FOR
PLAT AMENDMENT AND PLAT CORRECTION**

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 recently adopted revised regulations for Chapter 16 Subdivision; and

WHEREAS, the Town Master Fee Schedule has one fee of \$1000 established for all replat procedures, regardless of their complexity; and

WHEREAS, sections 16.20.060 Plat Amendment and 16.20.070 Plat Correction under the revised Chapter 16 involve fewer steps, less staff time and less publication costs, for the replat review and approval process, as revised; and

WHEREAS, the Board desires to establish a reduced fee to reflect the lower costs associated with receiving, reviewing, and approving applications for Plat Amendment under Section 16.20.060 and Plat Correction under Section 16.20.070 of the Town Code.

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

1. The Board of Trustees for the Town of Palmer Lake hereby adopts a \$500 fee for applications for a Plat Amendment under Section 16.20.060 of the Town Code and for Plat Correction under Section 16.20.070 of the Town Code and directs that the Master Fee Schedule for 2024 be amended to reflect this change.
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.

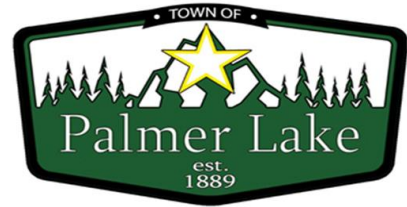
INTRODUCED, RESOLVED, AND PASSED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE ON THIS 22nd DAY OF AUGUST 2024.

ATTEST:

TOWN OF PALMER LAKE, COLORADO

Dawn A. Collins
Town Administrator/Clerk

BY: _____
Glant Havenar
Mayor



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

DATE: August 22, 2024	ITEM NO.	SUBJECT: Resolution to Authorize Agreement with UC Health for Clinician – Co-responder to PLPD (BHCON grant)
Presented by: Town Administrator Dawn Collins		

Background

At the end of 2023, the Town was awarded total funds of \$284,798 to implement a Crisis Intervention Team (CIT), referred to as BHCON grant/program for two years.

UC Health has committed the Clinician assignment as a co-responder to the team. The funds were proposed in the 2024 budget in the fall of 2023 and approved in December by the Board of Trustees, as follows:

PD Grants	\$ 185,000	2400 for Crimewatch; 4k POST; 7k HVE; BHCON 185k (Yr1of2)
Professional Svcs-Other	\$ 96,400	Clinician for BHCON +5k OT
Employee Clothing	\$ 620	BHCON clinician clothing
Employee Travel	\$ 2,400	BHCON clinician travel
Communications	\$ 2,100	BHCON phone
General Supplies	\$ 9,700	Add 2 BHCON MDC (9400) + supplies (300 BHCON);
Capital Equipment	\$ 75,000	BHCON vehicle & upfitting

Funds expected to expend and be reimbursed, in 2024, are about \$186,000. The remaining funds not utilized in 2024 will carry over in 2025. The program is essential for the types of calls that PLPD, and throughout northern El Paso County, are encountering.

The cost of the program to the town is Officer hours, which when not functioning as a BHCON unit will fill patrol hours. PLPD currently has two officers CIT trained.

Data about this program will be collected and assembled for future review.

Recommended Action

Approve the resolution authorizing the agreement with UC Health to assign the Clinician.

TOWN OF PALMER LAKE, COLORADO

RESOLUTION NO. 45-2024

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE UC HEALTH MEMORIAL HOSPITAL SYSTEM AND TOWN OF
PALMER LAKE POLICE DEPARTMENT FOR THE CO-RESPONDER PROGRAM
COLLABORATION**

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 was awarded funding for a Co-responder Program by and through the Palmer Lake Police Department to allow mental health professionals to accompany police officers when responding certain types of calls for service that may involve mental health situations or concerns; and

WHEREAS, Palmer Lake Police Department needs to associated with a behavioral health clinician in order to be successful in participating in a Co-responder Program; and

WHEREAS, UC Health provides 24/7 specialized behavioral health services; and

WHEREAS, Palmer Lake Police Department and UC Health are authorized pursuant to Section 29-1-203, C.R.S. and Article XX of the Colorado Constitution to cooperate and contract with one another to provide any function, service or facility lawfully authorized to each of the cooperating or contracting units.

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

1. The Town authorizes signature to the agreement with UC Health to provide a Behavioral Health Clinician who will serve on the Team at one (1) full time equivalent (“FTE”), co-located with Palmer Lake Police Department, in accordance with the terms and conditions of the agreement, attached hereto as Exhibit A.
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.

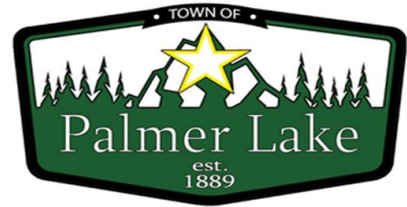
INTRODUCED, RESOLVED, AND PASSED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE ON THIS 22nd DAY OF AUGUST, 2024.

ATTEST:

TOWN OF PALMER LAKE, COLORADO

Dawn A. Collins
Town Administrator/Clerk

BY: _____
Glant Havenar
Mayor



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

DATE: August 22, 2024	ITEM NO.	SUBJECT: Resolution to Redirect Opioid Settlement Payments
Presented by: Town Administrator Dawn Collins		

Background

The Colorado Opioids Settlement MOU allocates funds from the Local Government Share of any Opioid Settlement directly to Participating Local Governments (PLGs). Alternatively, a PLG may elect to redirect its allocation to its Region. A PLG’s election will carry over from year to year unless the PLG affirmatively notifies the Colorado Opioid Abatement Council (COAC) that it wishes to change its election. Any PLG that receives a direct allocation must use funds for Approved Purposes and comply with the reporting requirements detailed in the MOU. Local governments may redirect their Local Government Opioid Settlement Share allocation to the Regional Share where the local government is located.

Below is Region 16, El Paso County and Teller County –



In 2022, the Town Board authorized the participation/IGA in the region and settlement funds were allocated directly to the Town. The share that the Town received is about \$1,478 to date. Noting Exhibit A of the MOU, this amount is not sufficient for the programs suggested nor does PLPD have the capacity for such programs. Currently, a supply of Narcan is provided at no cost to the Town.

Due to the lack of PLPD use of funds, staff suggests that funds be redirected to the Region. This will allow funds to be pooled at a regional level to facilitate regional efforts when needed. [Note: Most of Colorado’s participating local governments (approximately 75-80%) have chosen to redirect funds to date.]

Recommended Action

Approve the resolution to redirect opioid settlement funds to the Region.

**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).¹
4. "General Abatement Fund Council," or "Abatement Council," shall have the meaning described in Section (C), below.

¹ 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:²
 - 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

² 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,³ 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

³ 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.⁴
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

⁴ 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 ⁵	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 black 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 12.

Government Name	County	Gov't Type	Multi-County
Adams County	Adams	County	
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
Alamosa County	Alamosa	County	
Alamosa	Alamosa	City	
Hooper	Alamosa	City	
Arapahoe County	Arapahoe	County	
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	
Archuleta County	Archuleta	County	
Pagosa Springs	Archuleta	City	
Baca County	Baca	County	
Campo	Baca	City	
Pritchett	Baca	City	
Springfield	Baca	City	
Two Buttes	Baca	City	
Vilas	Baca	City	
Walsh	Baca	City	
Bent County	Bent	County	
Las Animas	Bent	City	
Boulder County	Boulder	County	
Boulder	Boulder	City	
Erie	Boulder	City	2 counties
Jamestown	Boulder	City	
Lafayette	Boulder	City	

Colorado Local Governments*

Item 12.

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	
Broomfield	Broomfield	City/County	
Chaffee County	Chaffee	County	
Buena Vista	Chaffee	City	
Poncha Springs	Chaffee	City	
Salida	Chaffee	City	
Cheyenne County	Cheyenne	County	
Cheyenne Wells	Cheyenne	City	
Kit Carson	Cheyenne	City	
Clear Creek County	Clear Creek	County	
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	
Conejos County	Conejos	County	
Antonito	Conejos	City	
La Jara	Conejos	City	
Manassa	Conejos	City	
Romeo	Conejos	City	
Sanford	Conejos	City	
Costilla County	Costilla	County	
Blanca	Costilla	City	
San Luis	Costilla	City	
Crowley County	Crowley	County	
Crowley	Crowley	City	
Olney Springs	Crowley	City	
Ordway	Crowley	City	
Sugar City	Crowley	City	
Custer County	Custer	County	
Silver Cliff	Custer	City	
Westcliffe	Custer	City	
Delta County	Delta	County	
Cedaredge	Delta	City	
Crawford	Delta	City	
Delta	Delta	City	
Hotchkiss	Delta	City	
Orchard City	Delta	City	
Paonia	Delta	City	

Colorado Local Governments*

Item 12.

Government Name	County	Gov't Type	Multi-County
Denver	Denver	City/County	
Dolores County	Dolores	County	
Dove Creek	Dolores	City	
Rico	Dolores	City	
Douglas County	Douglas	County	
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	
Eagle County	Eagle	County	
Avon	Eagle	City	
Basalt	Eagle	City	2 counties
Eagle	Eagle	City	
Gypsum	Eagle	City	
Minturn	Eagle	City	
Red Cliff	Eagle	City	
Vail	Eagle	City	
El Paso County	El Paso	County	
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	
Elbert County	Elbert	County	
Elizabeth	Elbert	City	
Kiowa	Elbert	City	
Simla	Elbert	City	
Fremont County	Fremont	County	
Brookside	Fremont	City	
Cañon City	Fremont	City	
Coal Creek	Fremont	City	
Florence	Fremont	City	
Rockvale	Fremont	City	
Williamsburg	Fremont	City	
Garfield County	Garfield	County	
Carbondale	Garfield	City	
Glenwood Springs	Garfield	City	
New Castle	Garfield	City	

Colorado Local Governments*

Item 12.

Government Name	County	Gov't Type	Multi-County
Parachute	Garfield	City	
Rifle	Garfield	City	
Silt	Garfield	City	
Gilpin County	Gilpin	County	
Black Hawk	Gilpin	City	
Central City	Gilpin	City	2 counties
Grand County	Grand	County	
Fraser	Grand	City	
Granby	Grand	City	
Grand Lake	Grand	City	
Hot Sulphur Springs	Grand	City	
Kremmling	Grand	City	
Winter Park	Grand	City	
Gunnison County	Gunnison	County	
Crested Butte	Gunnison	City	
Gunnison	Gunnison	City	
Marble	Gunnison	City	
Mount Crested Butte	Gunnison	City	
Pitkin	Gunnison	City	
Hinsdale County	Hinsdale	County	
Lake City	Hinsdale	City	
Huerfano County	Huerfano	County	
La Veta	Huerfano	City	
Walsenburg	Huerfano	City	
Jackson County	Jackson	County	
Walden	Jackson	City	
Jefferson County	Jefferson	County	
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	
Kiowa County	Kiowa	County	
Eads	Kiowa	City	
Haswell	Kiowa	City	
Sheridan Lake	Kiowa	City	
Kit Carson County	Kit Carson	County	

Colorado Local Governments*

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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	
La Plata County	La Plata	County	
Bayfield	La Plata	City	
Durango	La Plata	City	
Ignacio	La Plata	City	
Lake County	Lake	County	
Leadville	Lake	City	
Larimer County	Larimer	County	
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
Las Animas County	Las Animas	County	
Aguilar	Las Animas	City	
Branson	Las Animas	City	
Cokedale	Las Animas	City	
Kim	Las Animas	City	
Starkville	Las Animas	City	
Trinidad	Las Animas	City	
Lincoln County	Lincoln	County	
Arriba	Lincoln	City	
Genoa	Lincoln	City	
Hugo	Lincoln	City	
Limon	Lincoln	City	
Logan County	Logan	County	
Crook	Logan	City	
Fleming	Logan	City	
Iliff	Logan	City	
Merino	Logan	City	
Peetz	Logan	City	
Sterling	Logan	City	
Mesa County	Mesa	County	
Collbran	Mesa	City	
De Beque	Mesa	City	
Fruita	Mesa	City	

Colorado Local Governments*

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

Colorado Local Governments*

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

Colorado Local Governments*

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Government Name	County	Gov't Type	Multi-County
Frisco	Summit	City	
Montezuma	Summit	City	
Silverthorne	Summit	City	
Teller County	Teller	County	
Cripple Creek	Teller	City	
Green Mountain Falls	Teller	City	2 counties
Victor	Teller	City	
Woodland Park	Teller	City	
Washington County	Washington	County	
Akron	Washington	City	
Otis	Washington	City	
Weld County	Weld	County	
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 12.

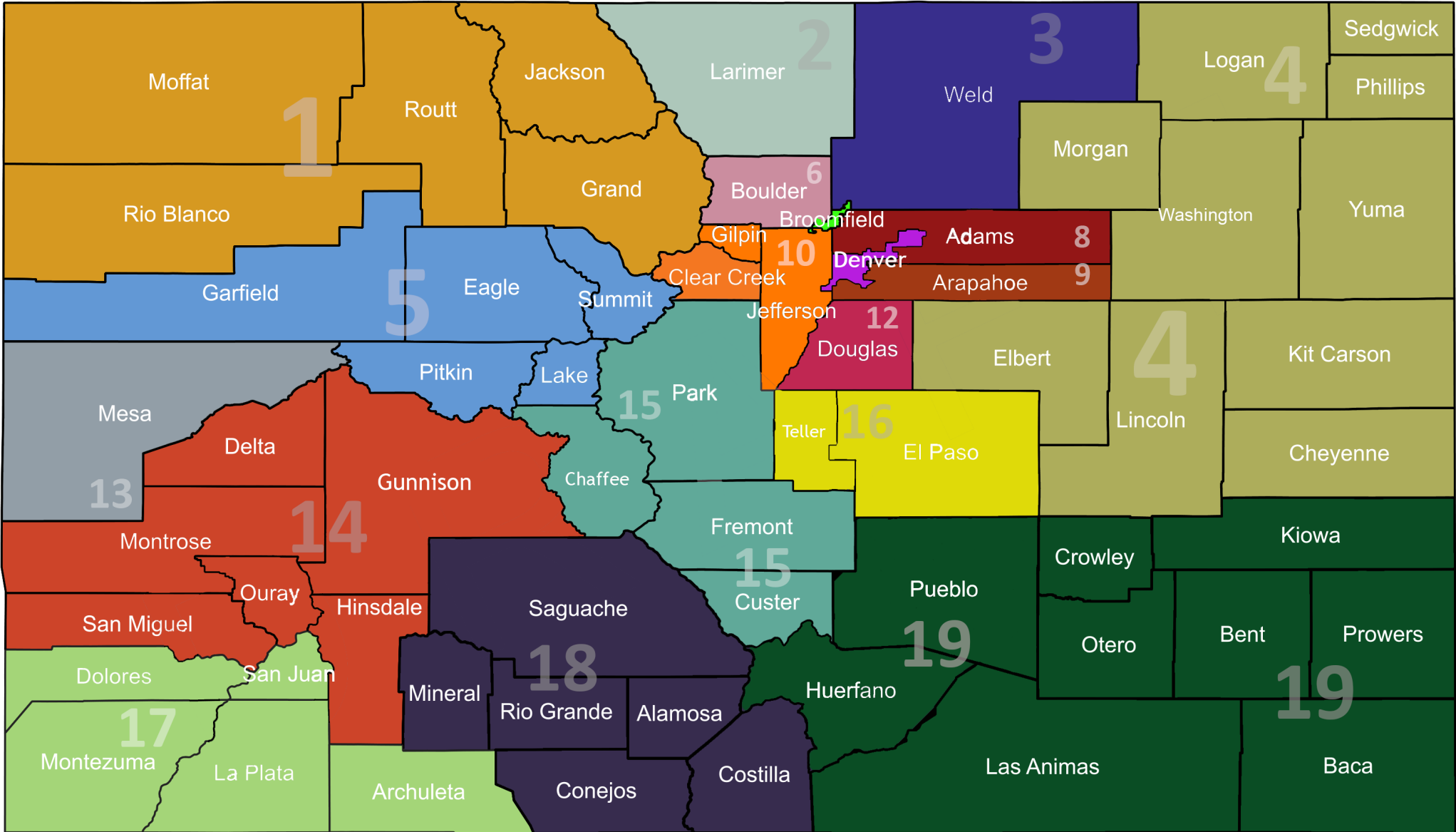
Government Name	County	Gov't Type	Multi-County
Yuma County	Yuma	County	
Eckley	Yuma	City	
Wray	Yuma	City	
Yuma	Yuma	City	

*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%
TOTAL	100.0000%

Exhibit E

Exhibit E - Intracounty Allocations^{1,2}

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%

¹These 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.

²The 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)¹

- 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.

¹ 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 AGREEMENT²

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 MOU³;

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;

² 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.

³ 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 MOU⁴. 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

⁴ 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.⁵ 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,

⁵ 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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TOWN OF PALMER LAKE, COLORADO

RESOLUTION NO. 48-2024

A RESOLUTION TO REDIRECT OPIOID SETTLEMENT FUNDS ALLOCATED TO THE TOWN OF PALMER LAKE TO THE EL PASO/TELLER COUNTY REGION

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 Board of Trustees authorized participation in the Colorado Opioids Settlement and Region 16, comprised of El Paso County and Teller County, in 2022; and

WHEREAS, the Palmer Lake Police Department are unable to utilize the settlement funds allocated to the local government; and

WHEREAS, the Palmer Lake Police Department and Administration staff recommend that funds are redirected to the Region to assist in regional efforts when needed.

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 redirects the past unused funds of \$1478 and future allocation of Local Government Share of Opioid Settlement to Regional Share.
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 22nd DAY OF AUGUST 2024.

ATTEST:

TOWN OF PALMER LAKE, COLORADO

Dawn A. Collins
Town Administrator/Clerk

BY: _____
Glant Havenar
Mayor

TOWN OF PALMER LAKE, COLORADO

ORDINANCE NO. 10 - 2024

AN ORDINANCE AMENDING SECTION 5.04.020 OF THE PALMER LAKE MUNICIPAL CODE TO EXCLUDE CERTAIN COMMERCIAL ACTIVITIES THAT ARE LIMITED IN SCOPE FROM THE REQUIREMENT TO HAVE A PALMER LAKE BUSINESS LICENSE

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

WHEREAS, Chapter 5.04 of the Town Code sets forth the business licensing requirements of the Town; and

WHEREAS, Section 5.04.020 defines, among other things, what constitutes “a business” and therefore requires a Palmer Lake business license; and

WHEREAS, the Board of Trustees has determined that certain commercial activities are sufficiently limited in scope or duration that they should be exempted from the definition of “business” under Section 5.04.020 and should not be required to obtain a separate business license.

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

1. The definition of “business” set forth in Section 5.04.020 is hereby amended by adding the underlined language to include additional exceptions to the definition and to read in its entirety as follows:

Business means all trades, vocations, occupations, professions, enterprises and establishments and all other kinds of activities which are conducted for gain, financial profit, advantage or benefit either directly or indirectly, on any location regardless of whether of a permanent or temporary nature in this town, including, but not limited to, all retail sales, wholesale sales, services and including contractor services. The term "business" does not include:

- (1) Billboards and signs;
- (2) Coin-operated amusement machines;
- (3) Peddlers;
- (4) Solicitors and canvassers;
- (5) Individuals who engage in at-home office work from their residence for a remotely located business;

- (6) Trades persons performing repair or improvement work on an existing single-family residence, including but not limited to electrical, plumbing, carpentry, tile work, or other similar contracting work;
- (7) A subcontractor working at the direction of a general contractor who has a business license; and
- (8) A general contractor whose work within the Town is limited to no more than one single-family residence at any time and the owner for whom the general contractor is working does not own any adjacent lots. It is not the intent of this exception to exempt general contractors who are working with the developer of a subdivision or multiple lots, even if the general contractor only works on one single-family home at a time.

2. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Ordinance 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 Ordinance. The Board of Trustees hereby declares that it would have passed this Ordinance and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

3. Repeal. Existing ordinances or parts of ordinances covering the same matters embraced in this Ordinance are hereby repealed and all ordinances or parts of ordinances inconsistent with the provisions of this Ordinance are hereby repealed except that this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance hereby repealed prior to the effective date of this Ordinance.

INTRODUCED AND PASSED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE ON THIS 22ND DAY OF AUGUST, 2024.

ATTEST:

TOWN OF PALMER LAKE, COLORADO

Dawn A. Collins
Town Administrator/Clerk

BY: _____
Glant Havenar
Mayor