



# CITY COUNCIL REGULAR MEETING

448 E. 1st Street, Room 190 Salida, Colorado 81201

October 19, 2021 - 6:00 PM

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## AGENDA

Please register for Regular City Council Meeting

<https://attendee.gotowebinar.com/register/6382995264411204366>

After registering, you will receive a confirmation email containing information about joining the webinar.

To watch live meetings: [https://c.streamhoster.com/embed/media/W6sdC9/xAllQfSsmm0/vpfQhcsApYv\\_5?preview=1](https://c.streamhoster.com/embed/media/W6sdC9/xAllQfSsmm0/vpfQhcsApYv_5?preview=1)

### CALL TO ORDER

**Pledge of Allegiance**

**Roll Call**

**Civility Invocation**

1. Civility Invocation

### CONSENT AGENDA

2. Approve Agenda

3. Approve October 5, 2021 Minutes

4. A Church Special Event Liquor License

5. Elks Lodge Special Event Liquor License

6. Parade of Lights

7. Holiday in the Park

8. Street Closure Petition

9. Sherman Market Multiple Vendor Fee Waiver

10. Tree Board Annual Work Plan

11. Authorize Legal Counsel to prepare and file a Statement of Opposition to Triview Metropolitan District's water court Case No. 21CW3044

12. Approving a Release of the Warranty Security for Poncha Meadows Phase 1 Subdivision in Poncha Springs

### CITIZEN COMMENT—Three (3) Minute Time Limit

*Individuals with disabilities needing auxiliary aid(s) may request assistance by contacting the City Clerk at 448 E. 1st Street, Ste. 112, Salida, CO 81201, Ph. 719-530-2630 at least 48 hours in advance.*

## UNFINISHED BUSINESS / ACTION ITEMS

### NEW BUSINESS / ACTION ITEMS

- [13.](#) **Resolution 2021-35** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO AUTHORIZING THE MAYOR TO SIGN A PRE-ANNEXATION AGREEMENT WITH LUNDBERG AND SON PROPERTIES, LLC (KAREN LUNDBERG) FOR 601 SCOTT STREET
- [14.](#) **Resolution 2021-36** A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO APPROVING THE COLORADO OPIOIDS SETTLEMENT MEMORANDUM OF UNDERSTANDING (MOU)
- [15.](#) **Resolution 2021-37** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, SUMMARIZING REVENUES AND EXPENDITURES FOR EACH FUND AND ADOPTING A BUDGET FOR THE CALENDAR YEAR BEGINNING ON THE FIRST DAY OF JANUARY 2022 AND ENDING ON THE LAST DAY OF DECEMBER 2022, **PUBLIC HEARING**

### COUNCILORS, MAYOR AND CITY TREASURER REPORTS

#### Council Reports

- Critelli, Kasper, Pappenfort, Pollock, Shore, Templeton

#### Mayor Report

#### Treasurer Report

#### Attorney Report

#### Staff Reports

[16.](#) Staff Reports

#### BOCC Report

[17.](#) BOCC Report

### ADJOURN



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City Clerk | Deputy City Clerk

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Mayor P.T. Wood

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## CIVILITY INVOCATION

We are here working together to create a thriving community. It is the intention of the Salida City Council to promote civil communication by adopting the following guidelines for speaking to the public in the City Council Chambers. It is our hope that by acting in this manner we can help create a safe space for people to share their perspectives and opinions:

- We honor the opportunity to be engaged in the process of governance for the benefit of our community.
- We acknowledge that each of us brings a unique perspective to this conversation and that our perspectives may differ.
- We challenge ourselves to value varying points of view and hold all contributions as equally important.
- We understand and accept that while we may sometimes disagree, we can always be courteous and kind.
- We commit to respectful language, avoiding rumor, harsh criticism or personal accusation, even when feeling emotionally charged.
- We will, to best of our ability, speak thoughtfully and listen with attention, respect, and curiosity.
- We are confident that there may be even better solutions than any of us have thought of, which may be discovered through civil conversations.
- We commit to the City of Salida being a hate-free zone and declare and affirm a policy of non-discrimination on the basis of a person's race, color, religion, ancestry, national origin, age, sexual orientation, gender, gender identity, marital status, military or veteran status, socio-economic class, medical condition, or physical or mental disability.



# CITY COUNCIL REGULAR MEETING

448 E. 1st Street, Room 190 Salida, Colorado 81201

October 05, 2021 - 6:00 PM

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## MINUTES

### CALL TO ORDER

#### Pledge of Allegiance

#### Roll Call

#### PRESENT

Council Member Alisa Pappenfort

Council Member Dan Shore

Council Member Harald Kasper

Council Member Jane Templeton

Council Member Justin Critelli

Council Member Mike Pollock

Mayor PT Wood

Treasurer Merrell Bergin

#### Civility Invocation

### CONSENT AGENDA

Council Member Pollock moved to remove the Chaffee County Amateur Hockey Association item from the Consent Agenda and take up the item after Public Comment, Seconded by Council Member Kasper.

Voting Yea: Council Member Pappenfort, Council Member Shore, Council Member Kasper, Council Member Templeton, Council Member Critelli, Council Member Pollock

THE MOTION PASSED.

Council Member Pappenfort moved to combine and approve the items on the Consent Agenda, Seconded by Council Member Shore.

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Voting Yea: Council Member Pappenfort, Council Member Shore, Council Member Kasper, Council Member Templeton, Council Member Critelli, Council Member Pollock

THE MOTION PASSED.

2. Approve Agenda
3. Approve September 21, 2021 Minutes

**CITIZEN COMMENT**—Three (3) Minute Time Limit

Donna Rhoads, Bob Grether, and Bill Smith spoke during Public Comment.

**UNFINISHED BUSINESS / ACTION ITEMS**

Approve Agreement with Chaffee County Amateur Hockey Association

Council Member Shore moved to approve the Agreement, Seconded by Council Member Pappenfort.

Voting Yea: Council Member Pappenfort, Council Member Shore, Council Member Kasper, Council Member Templeton, Council Member Critelli, Council Member Pollock

THE MOTION PASSED.

**Ordinance 2021-15 AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO AMENDING CHAPTER 6 AND CHAPTER 16 OF THE SALIDA MUNICIPAL CODE CONCERNING SHORT TERM RENTALS, FINAL READING AND PUBLIC HEARING**

Council Member Critelli recused himself from the discussion.

Planning Director Bill Almquist presented the Ordinance.

Council asked questions about the Ordinance.

Mayor Wood opened the Public Hearing.

Morgan Jones, Kerstin Stock, Emily Marquis, Joshua Andest, Dvora Kanegis, Adam Bacon, Nick Ryder, Becky Gray, Larry Lujan, Michelle Lujan, Nancy Wallace, David Brainer, and Kristen Day spoke about the Ordinance.

Mayor Wood closed the Public Hearing.

Council discussed the Ordinance.

Council Member Shore moved to approve the Ordinance, Seconded by Council Member Pappenfort.

*Individuals with disabilities needing auxiliary aid(s) may request assistance by contacting the City Clerk at 448 E. 1<sup>st</sup> Street, Ste. 112, Salida, CO 81201, Ph. 719-530-2630 at least 48 hours in advance.*

Council Member Shore moved to amend the Ordinance with the recommendations from the Planning Commission including establishing a limit of 1 STR license per individual, including the controlling individual of an LLC, lowering the cap on the Highway 291 Corridor, and exceptions to area caps based upon a provision of substantial Inclusionary Housing units for new developments. Seconded by Council Member Pappenfort.

Council Member Shore moved to amend the Ordinance to remove the residency requirement. The motion failed.

Council Member Kasper moved to amend the Highway 291 Corridor cap to 20 percent. The motion failed.

Council Member Pappenfort moved to amend the Highway 291 Corridor cap to 25 percent. Seconded by Council Member Shore. With all in favor, THE MOTION PASSED.

Council Member Pappenfort moved to make an exception to area caps and the residency requirement, when double the affordable housing is provided. Seconded by Council Member Shore. With all in favor, THE MOTION PASSED.

Returning to the Ordinance as amended

Voting Yea: Council Member Pappenfort, Council Member Shore, Council Member Kasper, Council Member Templeton, Council Member Pollock

THE MOTION PASSED.

**Ordinance 2021-16 AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO, EXTENDING A TEMPORARY MORATORIUM ON THE SUBMISSION, ACCEPTANCE, PROCESSING AND APPROVAL OF ANY APPLICATION FOR A SHORT-TERM RENTAL LICENSE, AND DECLARING AN EMERGENCY, **FIRST AND FINAL READING AND PUBLIC HEARING****

Council Member Critelli recused himself from the discussion.

Attorney Nina Williams presented the Ordinance.

Mayor Wood opened the Public Hearing. Hearing no comment, he closed the Public Hearing.

Council Member Pappenfort moved to approve the Ordinance, Seconded by Council Member Templeton.

Voting Yea: Council Member Pappenfort, Council Member Shore, Council Member Kasper, Council Member Templeton, Council Member Pollock

THE MOTION PASSED.

**NEW BUSINESS / ACTION ITEMS**

**Resolution 2021-33** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, CERTIFYING DELINQUENT CHARGES, ASSESSMENTS, OR TAXES TO THE CHAFFEE COUNTY TREASURER TO BE ADDED TO THE 2021 TAX ROLL

Council Member Kasper moved to approve the Resolution, Seconded by Council Member Pappenfort.

Voting Yea: Council Member Pappenfort, Council Member Shore, Council Member Kasper, Council Member Templeton, Council Member Critelli, Council Member Pollock

THE MOTION PASSED.

**Resolution 2021-34** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, AMENDING THE FEE SCHEDULE

Council Member Critelli recused himself from the discussion.

Council Member Shore moved to approve the Resolution, Seconded by Council Member Templeton.

Voting Yea: Council Member Pappenfort, Council Member Shore, Council Member Kasper, Council Member Templeton, Council Member Pollock

THE MOTION PASSED.

**Declaration of Extension of Local State of Emergency** – COVID-19 Action Plan Implementation

Council Member Shore moved to approve the Declaration, Seconded by Council Member Kasper.

Voting Yea: Council Member Pappenfort, Council Member Shore, Council Member Kasper, Council Member Templeton, Council Member Critelli, Council Member Pollock

THE MOTION PASSED.

**Municipal Logo Selection**

Council Member Shore moved to approve the selected new municipal logo for the City of Salida. Seconded by Council Member Pollock

Voting Yea: Council Member Pappenfort, Council Member Shore, Council Member Kasper, Council Member Templeton, Council Member Critelli, Council Member Pollock

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THE MOTION PASSED.

Council Member Shore moved to extend the meeting until 9:15 p.m., Seconded by Council Member Kasper. With all in favor, THE MOTION PASSED.

**COUNCILORS, MAYOR AND CITY TREASURER REPORTS**

Reports were given.

**ADJOURN**

Adjourned at 9:04 p.m.



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City Clerk | Deputy City Clerk

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Mayor P.T. Wood

# Application for a Special Events Permit

Departmental Use Only

Item 4.

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

- |                                    |   |   |
|------------------------------------|---|---|
| <input type="checkbox"/> Social    | <input checked="" type="checkbox"/> Athletic                | <input type="checkbox"/> Philanthropic Institution          |
| <input type="checkbox"/> Fraternal | <input type="checkbox"/> Chartered Branch, Lodge or Chapter | <input type="checkbox"/> Political Candidate                |
| <input type="checkbox"/> Patriotic | <input type="checkbox"/> National Organization or Society   | <input type="checkbox"/> Municipality Owned Arts Facilities |
| <input type="checkbox"/> Political | <input type="checkbox"/> Religious Institution              |   |

<b>LIAB</b> Type of Special Event Applicant is Applying for:	<b>DO NOT WRITE IN THIS SPACE</b>
2110 <input type="checkbox"/> Malt, Vinous And Spirituous Liquor \$25.00 Per Day	Liquor Permit Number
2170 <input checked="" type="checkbox"/> Fermented Malt Beverage \$10.00 Per Day	

1. Name of Applicant Organization or Political Candidate <p style="text-align: center;">Ark Valley High Rollers</p>	State Sales Tax Number (Required) <p style="text-align: center;">27-2787312</p>
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2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP) <p style="text-align: center;">PO box 1315 Salida, CO 81201</p>	3. Address of Place to Have Special Event (include street, city/town and ZIP) <p style="text-align: center;">419 D st Salida, CO 81201</p>
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4. Authorized Representative of Qualifying Organization or Political Candidate <p style="text-align: center;">Bailey Williamson</p>	Date of Birth [REDACTED]	Phone Number <p style="text-align: center;">952-393-8488</p>
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Authorized Representative's Mailing Address (if different than address provided in Question 2.)  
[REDACTED]

5. Event Manager <p style="text-align: center;">Bailey Williamson</p>	Date of Birth [REDACTED]	Phone Number <p style="text-align: center;">952-393-8488</p>
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Event Manager Home Address (Street, City, State, ZIP) [REDACTED]	Email Address of Event Manager <p style="text-align: center;">baileyk3233@gmail.com</p>
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6. Has Applicant Organization or Political Candidate been issued a Special Event Permit this Calendar Year? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes How many days? _____	7. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes License Number _____
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8. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed?  Yes  No

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

Date	Hours From	To	Date	Hours From	To	Date	Hours From	To	Date	Hours From	To	Date	Hours From	To
10/30/21	4p.m.	10p.m.												

**Oath of Applicant**

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

Signature 	Title <p style="text-align: center;">Board Member AVHR</p>	Date <p style="text-align: center;">09-27-21</p>
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**Report and Approval of Local Licensing Authority (City or County)**

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

**THEREFORE, THIS APPLICATION IS APPROVED.**

Local Licensing Authority (City or County)	<input type="checkbox"/> City <input type="checkbox"/> County	Telephone Number of City/County Clerk
Signature	Title	Date

**DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY**

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

**Approved**  
VALIDATION DEPARTMENT

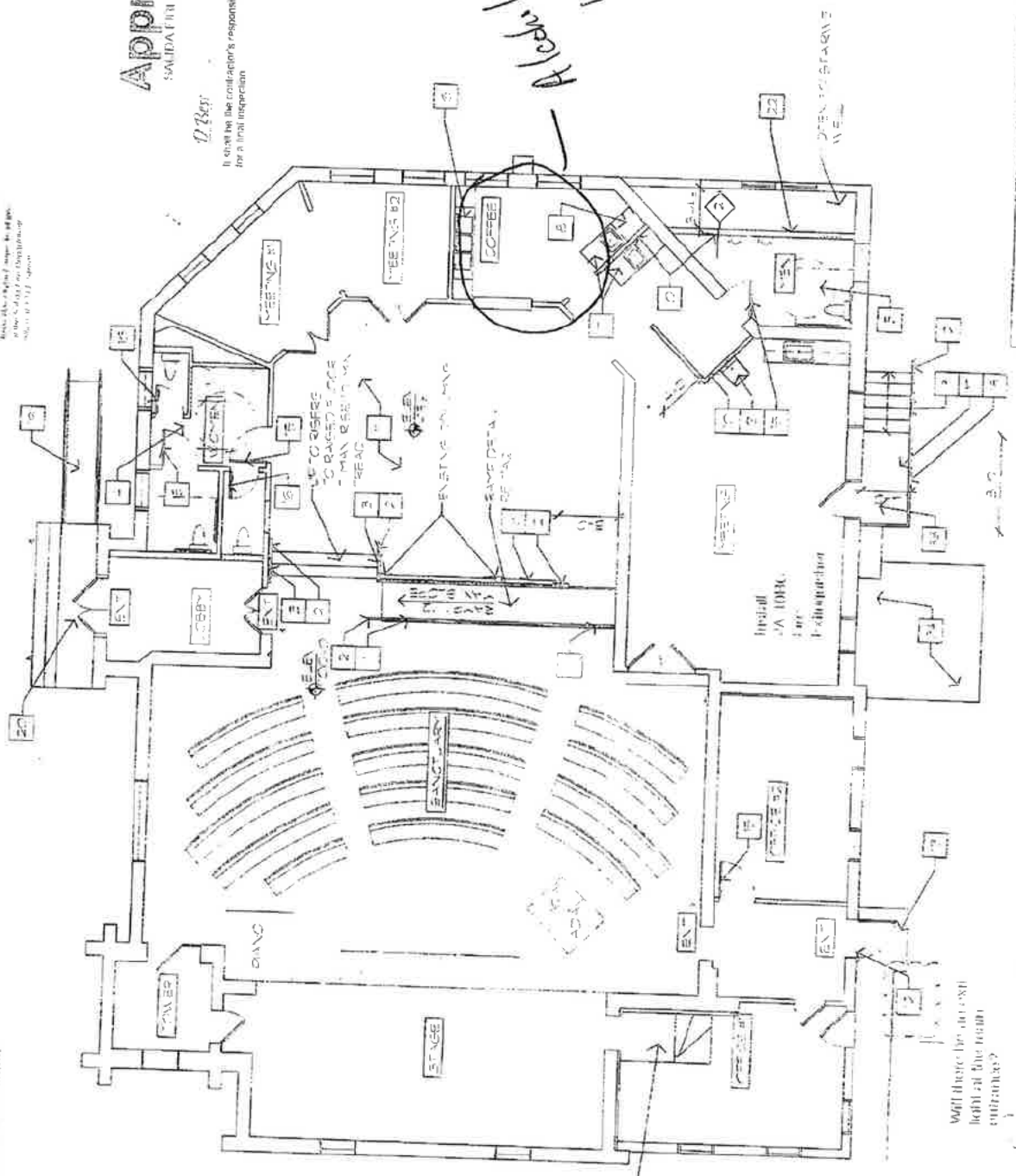
Date: 01/26/2018  
It shall be the contractor's responsibility to contact the fire department for a final inspection.

*Handwritten:* Alkali Served

Purchase and install Knox Box. Proven necessary keys to open entrance.  
Must also be signed by the AHJ.  
Must be in place before approval.

Address number posted minimum 4" w/contrasting background

Occupant Load Posted



Will there be an exit booth at the main entrance?

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

A Church Inc

is a

Nonprofit Corporation

formed or registered on 10/19/2017 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20171780513 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 11/14/2017 that have been posted, and by documents delivered to this office electronically through 11/15/2017 @ 14:25:46 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 11/15/2017 @ 14:25:46 in accordance with applicable law. This certificate is assigned Confirmation Number 10554429 .



*Wayne W. Williams*

Secretary of State of the State of Colorado

\*\*\*\*\*End of Certificate\*\*\*\*\*  
*Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us> by Certificate Search Criteria. In entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."*

## A CHURCH SPECIAL EVENT AGREEMENT

This Agreement is made effective as of September 23, 2021, by and between A Church and Bailey Williamson (Client).

The Client represents that they desire to hold a special event at A Church (Venue) on October 30, 2021 (date).

Set up time of 7:00 p.m. on the date of October 30, 2021.

Event time of 8:00 p.m. on the date of October 30, 2021.

Check out time of 10:00 p.m. on the date of October 30, 2021.

### 1) VENUE RENTAL FEE(S):

(a) The Venue Rental Fee is \$525.00. The Clients or Representative for the Client(s), agree to pay an initial nonrefundable deposit of 50% of the venue rental fee upon reservation. This payment serves to hold the venue for the specified date of event or wedding and is payable at the time of contract signature. The balance of the Venue Rental Fee shall be paid 2 weeks prior to the arrival time and date.

(b) A \$250.00 refundable security deposit shall be paid 2 weeks prior to the arrival time and date and will be returnable to the client (s) up to fourteen days after the event has been held once property has been inspected for any additional cleaning or potential damage from the event or wedding.

(c) Payments may be made via cash or check.

### 2) DATE CHANGES:

In the event the Client (s) is forced to change the date of the event or wedding a \$40 change fee will apply. Every effort will be made by A Church to transfer reservations to support the new date. The Client(s) agrees that in the event of a date change any expenses including but not limited to deposits and fees that are non-refundable and non-transferable are the sole responsibility of the Client(s). The Client(s) further understands that last minute changes can impact the quality of the event and that A Church is not responsible for these compromises in quality.

### 3) CANCELLATIONS:

All cancellations or reservation changes must be made in writing. We cannot refund any advance payment for a canceled reservation unless the Venue is re-rented for the entire period and prepayment has cleared. We will make every effort to re-book the Venue; however, if it is not re-booked, you forfeit all monies paid. If a cancellation is successfully re-rented, all of the rent, taxes and damage/security deposit will be refunded, less a \$100 cancellation fee.

### 4) RULES AND REGULATIONS:

The following is a list of rules and regulations to be upheld by Client(s), which includes all EVENTS PLANNERS, WEDDING COORDINATORS, VENDORS, and GUESTS who are involved in the planning and execution of the special event on the premises of A Church.

(a) Parking: All vehicles associated in any way with the event or wedding must be parked within the designated parking area, or along the roadway.

(b) Cleaning: The Venue must be cleaned prior to checkout to include floors

All music must end by 10 pm Sunday through Thursday and 10pm Friday and Saturday to comply with sound ordinances.

**12) SMOKING:** A Church is a non-smoking venue. Smoking will be permitted only in designated areas outside.

**14) FAILURE TO COMPLY WITH VENUE POLICIES WILL FORFEIT SECURITY DEPOSIT.**

**Special Provisions-**

**1-Dress Rehearsal will be October 29th for 2.5 hours, times to be determined later.**

**2- Special Liquor Permit will be procured by the Monarch Madams and a copy of the approved permit must be at the venue during the performance.**

**SIGNATURES:**

**Clients:**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

**A Church Representative:**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Item 4.

Date: **APR 21 2012**

ARK VALLEY HIGH ROLLERS  
1334 K ST  
SALIDA, CO 81201

Employer Identification Number:  
27-2787312  
DLN:  
17053138303031  
Contact Person:  
VERONICA PERRY ID# 52119  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
December 31  
Public Charity Status:  
170(b)(1)(A)(vi)  
Form 990 Required:  
Yes  
Effective Date of Exemption:  
June 4, 2010  
Contribution Deductibility:  
Yes  
Addendum Applies:  
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Sincerely,



Lois G. Lerner  
Director, Exempt Organizations

Enclosure: Publication 4221-PC

Letter 947 (DO/CG)

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF GOOD STANDING**

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

Ark Valley High Rollers

is a

Nonprofit Corporation

formed or registered on 06/04/2010 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20101320810 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 09/28/2021 that have been posted, and by documents delivered to this office electronically through 09/30/2021 @ 15:55:55 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 09/30/2021 @ 15:55:55 in accordance with applicable law. This certificate is assigned Confirmation Number 13478629 .



*Jena Griswold*

Secretary of State of the State of Colorado

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

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# Application for a Special Events Permit

Departmental Use Only

Item 5.

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

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Social               | <input type="checkbox"/> Athletic                           | <input type="checkbox"/> Philanthropic Institution          |
| <input checked="" type="checkbox"/> Fraternal | <input type="checkbox"/> Chartered Branch, Lodge or Chapter | <input type="checkbox"/> Political Candidate                |
| <input type="checkbox"/> Patriotic            | <input type="checkbox"/> National Organization or Society   | <input type="checkbox"/> Municipality Owned Arts Facilities |
| <input type="checkbox"/> Political            | <input type="checkbox"/> Religious Institution              |   |

<b>LIAB</b> Type of Special Event Applicant is Applying for:	<b>DO NOT WRITE IN THIS SPACE</b>
2110 <input checked="" type="checkbox"/> Malt, Vinous And Spirituous Liquor \$25.00 Per Day	Liquor Permit Number
2170 <input type="checkbox"/> Fermented Malt Beverage \$10.00 Per Day	

1. Name of Applicant Organization or Political Candidate <b>Salioda Elks Lodge #808</b>	State Sales Tax Number (Required) <b>98-15196-0000</b>
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2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP) <b>148 East 2nd Street Salida, Colorado 81201</b>	3. Address of Place to Have Special Event (include street, city/town and ZIP) <b>148 East 2nd Street Salida, Colorado 81201</b>
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4. Authorized Representative of Qualifying Organization or Political Candidate <b>Carl L. Hasselbrink, Secretary</b>	Date of Birth [REDACTED]	Phone Number <b>(719)530 8410</b>
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Authorized Representative's Mailing Address (if different than address provided in Question 2.)  
 [REDACTED]

5. Event Manager <b>Patricia J, Arthur</b>	Date of Birth [REDACTED]	Phone Number <b>(303)246-6763</b>
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Event Manager Home Address (Street, City, State, ZIP) [REDACTED]	Email Address of Event Manager <b>parthur@pattiarthur.com</b>
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6. Has Applicant Organization or Political Candidate been issued a Special Event Permit this Calendar Year? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes How many days? _____	7. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes License Number <b>10-73458-0000</b>
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8. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed?  Yes  No

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

Date	Hours	From	To	Date	Hours	From	To	Date	Hours	From	To	Date	Hours	From	To
11/06/2021	From	5:30 P	To												
			2:00 A												

**Oath of Applicant**

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

Signature 	Title <b>Secretary</b>	Date <b>10/01/2021</b>
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**Report and Approval of Local Licensing Authority (City or County)**

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

Local Licensing Authority (City or County)	<input type="checkbox"/> City <input type="checkbox"/> County	Telephone Number of City/County Clerk
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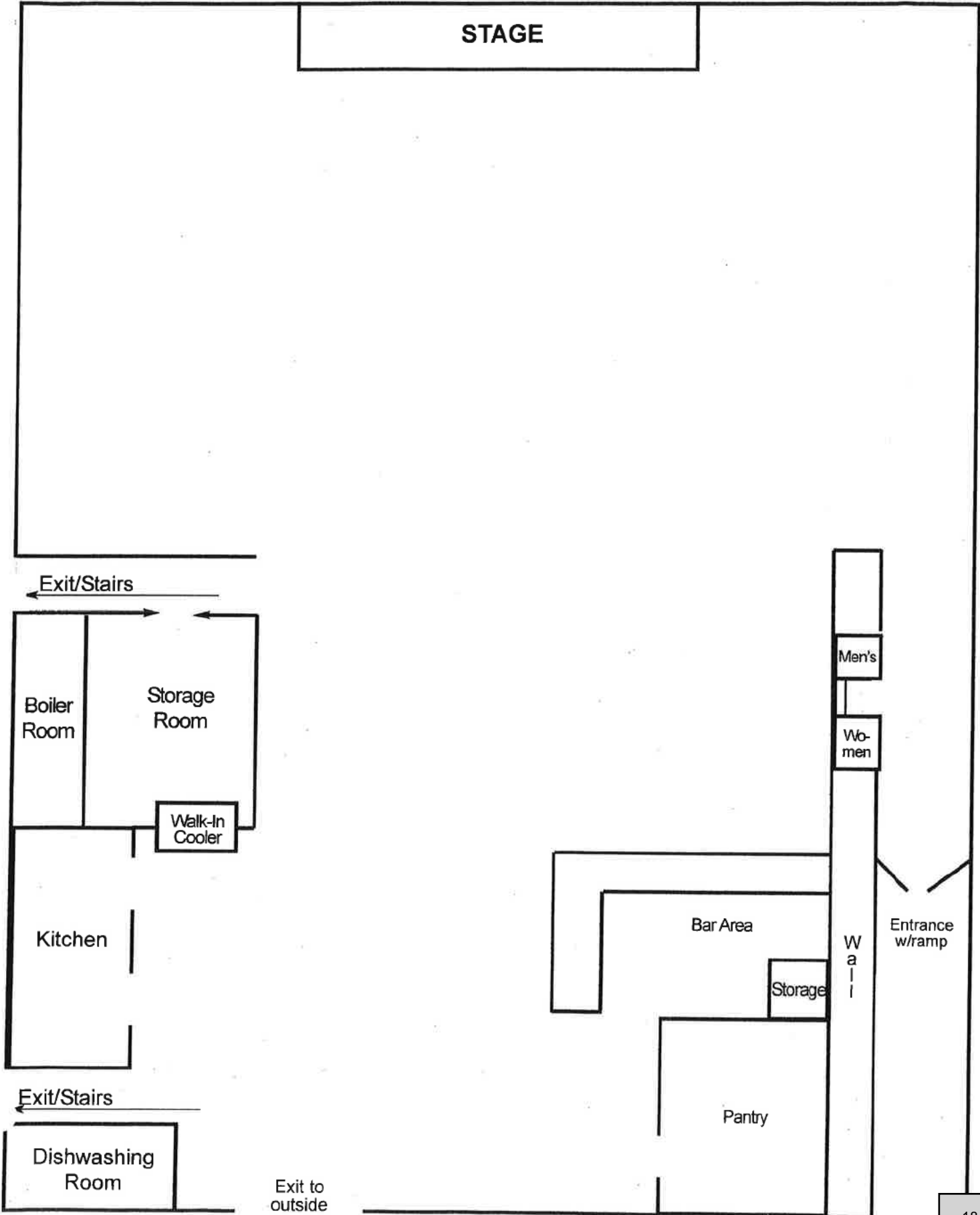
Signature	Title	Date
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**DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY**

Liability Information			
License Account Number	Liability Date	State	Total
		<b>-750 (999)</b>	<b>\$</b>

**SALIDA ELKS LODGE BPOE #808**  
**250 Maximum Capacity**

Item 5.



OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,  
SALIDA LODGE NO. 808 OF THE BENEVOLENT AND PROTECTIVE ORDER OF ELKS OF THE UNITED STATES OF AMERICA

is a

Nonprofit Corporation

formed or registered on 10/03/1991 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19911079196 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 01/05/2020 that have been posted, and by documents delivered to this office electronically through 01/07/2020 @ 08:48:32 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 01/07/2020 @ 08:48:32 in accordance with applicable law. This certificate is assigned Confirmation Number 12000196 .



*Jena Griswold*

Secretary of State of the State of Colorado

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

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



[Business Home](#)  
[Business Information](#)  
[Business Search](#)

[FAQs, Glossary and Information](#)



## Confirmation

Details			
<b>Name</b>	SALIDA LODGE NO. 808 OF THE BENEVOLENT AND F ORDER OF ELKS OF THE UNITED STATES OF AMERIC		
<b>Status</b>	Good Standing	<b>Formation date</b>	10/03/19
<b>ID number</b>	19911079196	<b>Form</b>	Nonprofi
<b>Periodic report month</b>	October	<b>Jurisdiction</b>	Colorad
<b>Principal office street address</b>	148 E 2ND STREET, SALIDA, CO 81201, United States		
<b>Principal office mailing address</b>	PO BOX 967, SALIDA, CO 81201, United States		

Registered Agent	
<b>Name</b>	CARL L HASSELBRINK
<b>Street address</b>	235 W. 6TH ST., SALIDA, CO 81201, United States
<b>Mailing address</b>	P.O. BOX 967, SALIDA, CO 81201-0967, United States

I confirm that I am authorized to make changes.

[Confirm](#)

[Back](#)

[Terms & conditions](#) | [Browser compatibility](#)

**Salida Elks Lodge #808**  
**148 East 2<sup>nd</sup> Street or P. O. Box 967**  
**Salida, Colorado 81201**

October 1, 2021

**Desk of the Secretary,**

I testify that on July 13, 2021 the Salida Elks Lodge #808 meeting in regular form approved the use of the Lodge Building Basement at 148 East 2<sup>nd</sup> Street in Salida, CO for the purpose of hosting a dinner dance (to be known as the Charity Ball) to raise money to support charitable activities related to the upcoming holiday season.



Secretary, Salida, Colorado Lodge #808  
Benevolent and Protective Order of Elks  
of the United States of America



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# Salida Business Alliance

Oct. 1, 2021

Dear Council,

I am writing to request closure of downtown streets for the upcoming: Light up Salida! Holiday Parade. It will be held on the day after Thanksgiving Nov. 26, 2021. We encourage the city to take part by having a float.

The parade will start at 5<sup>th</sup> street and continue down F to Sackett Street. Santa will be the last entry stopping at the intersection of 2<sup>nd</sup> and F Streets. The Salida Fire department will be bringing him on the fire truck. He will light Christmas Mountain from the truck.

We request the traditional parade route closure: F Street to be closed from 5<sup>th</sup> to Sackett from 2 pm until at least 8 pm.

In the past, Salida Police Dept. has helped us remove the cars from F Street, and Salida Fire Dept. helped with the Lighting of Christmas Mountain and the fireworks.

**We will want the streets closed starting at 2 pm. We have corner signs and will use the Parade cones the city has made available to notify the public. All vehicles must be removed by 5:30 pm.** We would appreciate their help again.

Because it is a night parade and visibility is limited we will not allow candy, beads, stickers etc, to be distributed during the parade.

To meet covid-19 safety protocol, we will not be serving Hot Chocolate at the corner of 2<sup>nd</sup> and F streets, and will not have Santa greeting children at his house in Holiday Park.

We will also need an amplified music permit, as we will have music during the event.

At this same time I request that the S Mountain Road be closed from Nov. 1, 2021 until March 1, 2022. This is to accommodate putting up the Christmas lights on Christmas Mountain and taking them down allowing for no road traffic during the season.

If you have any questions, please give me a call at the Mountain Mail, 539-6691.

Once again we enjoy working with the City and thank you for your continued support of our organization.

Vickie Sue Vigil  
Advisor  
Salida Business Alliance



# CITY OF SALIDA AMPLIFIED SOUND PERMIT

Permit #: \_\_\_\_\_

Please fill out form completely, sign and date prior to submission.

Pursuant to Article IX Section 10-9-80 S.M.C., \_\_\_\_\_ (Permittee) has been granted this permit to exceed the maximum sound levels established in Article IX Section 10-9-80, S.M.C., in accordance with the following terms and conditions:

Permittee: Salida Business Alliance

Address: PO Box 981

Telephone: 719-221-3660

Individual supervising sound (if different from Permittee): \_\_\_\_\_

Activity/event: Parade of Lights

Type of sound amplification equipment authorized (if any): \_\_\_\_\_

Location: 2nd and F Streets

Date(s): 11-26-21

Hours of operation: 4 to 7 pm

Additional terms/conditions (attach additional sheets if necessary): \_\_\_\_\_

Expiration: \_\_\_\_\_

**This permit will not be issued beyond 10:00 p.m.**

**The Permittee shall ensure that the sound/activity authorized by this permit shall be conducted in compliance with all applicable City ordinances and regulations, and a failure by the Permittee to do so, or to comply with all terms and conditions set forth hereinabove, may result in the summary revocation of this permit.**

Accepted and agreed to by the Permittee: \_\_\_\_\_

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

Approved by the City Administrator on the \_\_\_\_ day of \_\_\_\_\_.

City of Salida: \_\_\_\_\_ (City Administrator)

Copies to: Police \_\_\_ Public Works \_\_\_ Fire \_\_\_ City Clerk \_\_\_ City Zoning \_\_\_  
Amplified Sound Permit







# City of Salida Special Event Emergency Action Plan

I, the undersigned, agree to comply with the following Emergency Action Plan to the best of my ability. The first person on this list will be the designated Emergency Manager and will take responsibility for public addresses and instruction to the event participants.

Emergency Manager (1 lead, 2 alternates)	Contact info 1	Contact info 2	Signature
1. <i>Vickie Sue Vigil</i>	<i>221-3660</i>		<i>[Signature]</i>
2. <i>Angel Rowell</i>	<i>657-913-4901</i>		
3. <i>Dan Sak</i>	<i>221-6974</i>		
4.			

Please complete the following template according to your Events plan and location.  
The following procedures should be followed in the event of an emergency.

### Communications

- The manager or designee will communicate the designated evacuation space to participants at the beginning of the event.
- The Emergency Manger will communicate to the event participants in an emergency with a
  - Bull Horn
  - PA system
  - Emergency level voice

### Fire

- Call 911
- Assist injured or disabled personnel.
- Evacuate the building. Activate emergency shutoffs if available.
- Attempt to use a fire extinguisher only if you have been trained.
- Evacuate participant to

### Medical Emergency

- Identify the medical emergency.
- If life threatening, call 911.
- Administer first aid if properly trained.
- Evacuate the injured person to

*Heart of the Rockies Medical Center*

### Violent incident

- Call 911.
- Attempt to avoid the situation - *move participants away*
- Try to deny contact-evacuate to
- If necessary defend - distract, attack, subdue.

*The Alliance - SPD*

### Severe Weather/Natural incident

- Move participants away from threat if possible.
- Evacuate to
- Call 911

*Disperse and send home! Event cancelled prior*

### Urgent Situation (suspicious person, package, activity or bomb threat)

- Call 911.
- State who, what, where, when, why, and how situation occurred.
- If bomb threat, turn off all electronics.



Salida Sunrise Rotary Club

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**Salida Sunrise Rotary Charitable Fund, Inc.**  
P.O. Box 1044  
Salida, CO 81201

February 2, 2021

TO: Diesel Post, Director of Parks and Recreation  
City of Salida  
FROM: Janet Franz, Club Administrator  
Salida Sunrise Rotary Club  
RE: City of Salida Special Event Application  
Holiday Park, 2021

Once again, this year the Salida Sunrise Rotary Club is applying to the City of Salida to use Riverside Park for the Salida Annual Holiday Park Event. A time honored tradition for our city.

Attached to this cover letter please find the following documents:

- City of Salida Special Event Application, Completed and Signed
- Map of the proposed Holiday Park event (as it is anticipated that there will never be more than 50 in attendance at any one time, no portalettes and additional trans cans will be required)
- Proof of insurance
- Emergency Action Plan (included with the attached proposal)
- Event Timeline (included with the attached proposal)
- No additional permits and/or applications will be needed

I look forward to your questions, ideas and comments. Please let me know if you have any additional questions.

Janet Franz  
Club Administrator  
(719) 239-0204

## Special Event Application

1. Will any food or merchandise be sold? Yes \_\_\_\_\_ No X

If yes, FOOD AND SALES TAX LICENSES MUST BE OBTAINED. Contact the Colorado Department of Revenue for sales tax licenses at (303) 232-2416, and the Chaffee County Public Health Department for food licenses at (719) 539-2124. Vendors must have a fire extinguisher on site. Vendor booths are subject to inspection by the Salida Police and Fire Departments.

2. Will alcoholic beverages be sold and/or dispensed at your event? Yes \_\_\_\_\_ No X

If yes, please fill out the Application for Special Events Liquor License and submit it along with the necessary fees. A State of Colorado Special Event Liquor License permit is ONLY issued to incorporated non-profit organizations. EVENTS REQUIRING ALCOHOL LICENSES MUST SUBMIT THEIR APPLICATION AT LEAST 90 DAYS IN ADVANCE OF THE EVENT.

3. Will there be amplified sound at your event? Yes \_\_\_\_\_ No X

4. Are street closures proposed for your event? Yes \_\_\_\_\_ No X

If yes, where and when? \_\_\_\_\_

If yes, it is your responsibility to circulate and submit a petition signed by abutting residents/merchants as to their support or non-support of the closure.

5. Will you require any law enforcement services specific for your event? Yes ? No \_\_\_\_\_

If yes, for what purpose (security, traffic, parking or public control, Salida Trail System crossings, etc.?)

City Police will be contacted with a request for additional monitoring by driving by park. SSR will contact police department.

Dates and times officers needed? \_\_\_\_\_

Please attach the event's Security Plan.

The City of Salida requires reimbursement for the cost of providing police and safety measures above the standard for the time and date of any event.

6. Where do you plan for people to park for your event?

City streets around park.

## Event and Rental Procedure

1. Visit [cityofsalida.com](http://cityofsalida.com) - Parks and Recreation - Park Rentals to fill out the online application
  - a. Submit before the applicable deadline **(60 days before an event or a street closure)**.
  - b. Street closure notifications/acknowledgements are submitted to the Parks and Recreation Office at least one month prior to the event
2. Begin email conversation with City Staff
  - a. Complete the Special Event Application - See page 5.
  - b. Submit applicable fee and deposit.
  - c. Include a certificate of insurance with the correct coverage amounts and the City of Salida, its officers, agents and employees as additional insureds.
  - d. Sign and attach the rules and regulations acknowledgment.
3. Obtain additional licenses and permits have been obtained. – See page 1.
  - a. For events with a Special Events Liquor License to sell and serve alcohol beverages:
    - i. An application for a Special Events Liquor License to sell and serve alcohol is submitted to the City Clerk at least 90 days before the event.
    - ii. A diagram of the licensed premises, showing the perimeter and controlled access points is attached
    - iii. Boundary established (roped off or fenced) as well as warning signs posted indicating that alcohol must be consumed within the premises and not served to minors
  - b. Events with amplified sound must have an amplified sound permit
  - c. Events with more than one vendor must complete and attach a multi-vendor permit
4. Approval from the Special Events Committee. The Recreation Supervisor will advise you on how to proceed if your event qualifies for a Committee hearing.
5. The event will be reviewed by staff after it's conclusion and recommendations for deposits and future rentals will be offered.

Thank you for having your event with the City of Salida. We look forward to working with you.

## City of Salida Special Event Organizer Rules and Regulations affirmation:

Please check that you understand and will adhere to the following requirements:

- Any violation of the City of Salida Municipal Code is grounds for denial of the Special Events permit in the future
- You will be required to have insurance and name the City as an additionally insured party. **Because this is often a lengthy process, the City will accept and approve applications pending receipt of proof of insurance.**
- Applicants are also responsible for meeting any other agency requirements. For example, if you are serving food you must meet all Health Department requirements
- If you wish to sell alcohol at your event you need to fill out the [Special Event Liquor Application](#)
- Chaffee County Department of Health requires at least one restroom for every fifty people attending the event.
- All food vendors must be approved by Chaffee County Department of Health
- If providing private security, or you would like additional police for the event, please let us know.
- Trash service is required if you have a party over 50.** Please identify trash bin location on your site plan and give a written description of how you plan to deal with trash. Bonus points if you recycle.
- All clean up must be completed within 24 hours after the event concludes. If the City has to clean up after the event, a fee will be billed to the organizer.

Organizer signature:  Date: 9/2/21

- 7. Please attach the quote/estimate for your **trash service**. Must have 1 can per 50 people.
- 8. Do you plan on using any portion of the Salida Trail System (STS)? Yes \_\_\_ No X  
If yes, describe when, how and where:  

---
- 9. Is your **Emergency Action Plan, including First Aid Stations**, Communication and public safety agencies complete? Yes X No \_\_\_  
Please attach the plan documents to this application with the details. *(see project description)*
- 10. Have you attached **event insurance**? Yes X No \_\_\_  
Events to which the PUBLIC is invited require insurance. Please refer to #11 under Provisions for Park Rentals and Park Rules. Proof of insurance will be required with this application and must list the City as an additional insured party.
- 11. Please attach a **timeline**, with dates and times, for your event *(see attached)*
- 12. Please list any other needs or requirements that have not been covered.
- 13. Please attach
  - a. The cover sheet memo template - page 7
  - b. Map of your event with portalette, entry/exits and additional trash cans called out
  - c. Proof of insurance
  - d. Quote/estimate for Trash service
  - e. Emergency Action Plan
  - f. Event Timeline
  - g. Sound, Liquor, Street closure, etc permits and applications

Event organizer Signature *Just Lamy* Date 9/2/21  
*719-239-0204*

**Salida Sunrise Rotary Club  
Annual Holiday Park Proposal  
Dates:  
October 29, 2021 through January 7, 2022**

**Overall Purpose:**

In 2020, the Salida Sunrise Rotary Club (SSR) took over the responsibility of managing the wonderful Salida tradition of **Holiday Park**. The Salida community and many visitors love this annual tradition held throughout the Holiday Season, as Riverside Park is transformed into a "winter wonderland" where individuals can stroll through the decorated treelined sidewalks. It also allows individuals to celebrate their businesses, non-profit organizations and loved ones. Last year, 98 trees were adopted and enthusiasm has already been coming in for this year's Holiday Park tradition. While this is a Community Project for SSR, funds are raised through the adoption of the trees, and all proceeds from these adoptions help provide scholarships to Salida High School students and local individuals continuing their higher education.

**Process/Timeline:**

As this is a Community Project, SSR looks forward to working with as many members of the community as possible including businesses, non-profits and high school students. Because of the timing for student participation the following is the proposed timeline. The ultimate goal is to have the trees in place by the second week of November so that they may be decorated by Thanksgiving.

*October 29<sup>th</sup>:* Salida High School Students will help bring trees from the storage area in the City Building to the staging area behind the Salida Rotary Amphitheater

*November 1<sup>st</sup>:* During the week of November 1-4, the trees will be placed on T-posts along the sidewalks of Riverside Park. The T-posts will be placed 18" away from the sidewalk and 6' apart to avoid the sprinkler system. As in the past, the posts will be placed by Altamont Landscapes as they have the correct equipment to be used to place the T-posts in the ground.

*November 5<sup>th</sup>:* Salida High School Students will help actually place the trees on the T-Posts

*November 6<sup>th</sup>:* Salida High School Students will help "fluff the trees" and assist with placing red garland between the trees so that individuals and deer don't walk between the trees because of the electrical wiring for the lighting of the trees

*November 7<sup>th</sup>:* Individuals will start to decorate trees for the weeks of November 7<sup>th</sup> through November 21<sup>st</sup>. Individuals will be asked to use non-breakable ornaments.

*January 7<sup>th</sup>:* Salida High Students will assist in taking the trees down and returning them to the storage area.

**Key Notes:**

1. Electrical:
  - a. SSR is requesting to once again use the main City Electrical Box located on the west side of the park along F Street. As we have no access to this locked box, SSR will coordinate with the City when access is needed in order to set up the

sub-electric boxes owned by SSR/Holiday Park. This access will be needed during the week of November 1-5<sup>th</sup>.

- b. SSR will continue to use timers throughout the time the trees are decorated (December 21) until the trees are undecorated (January 6<sup>th</sup>) from 5:00 to 9:00 each day.
- c. While providing the electricity for the event is difficult due to the electrical boxes, we would like to move towards using solar for the lighted trees; however, after research we have found this to be cost prohibitive. If the City is willing to discuss the possibility of moving to a solar process, we would welcome the discussion. In the meantime, we will need to continue using access to the city electrical box.
- d. With regard to lighting, we will try to be creative to have lights go over the sidewalks rather than across the sidewalk.

## 2. Logistics:

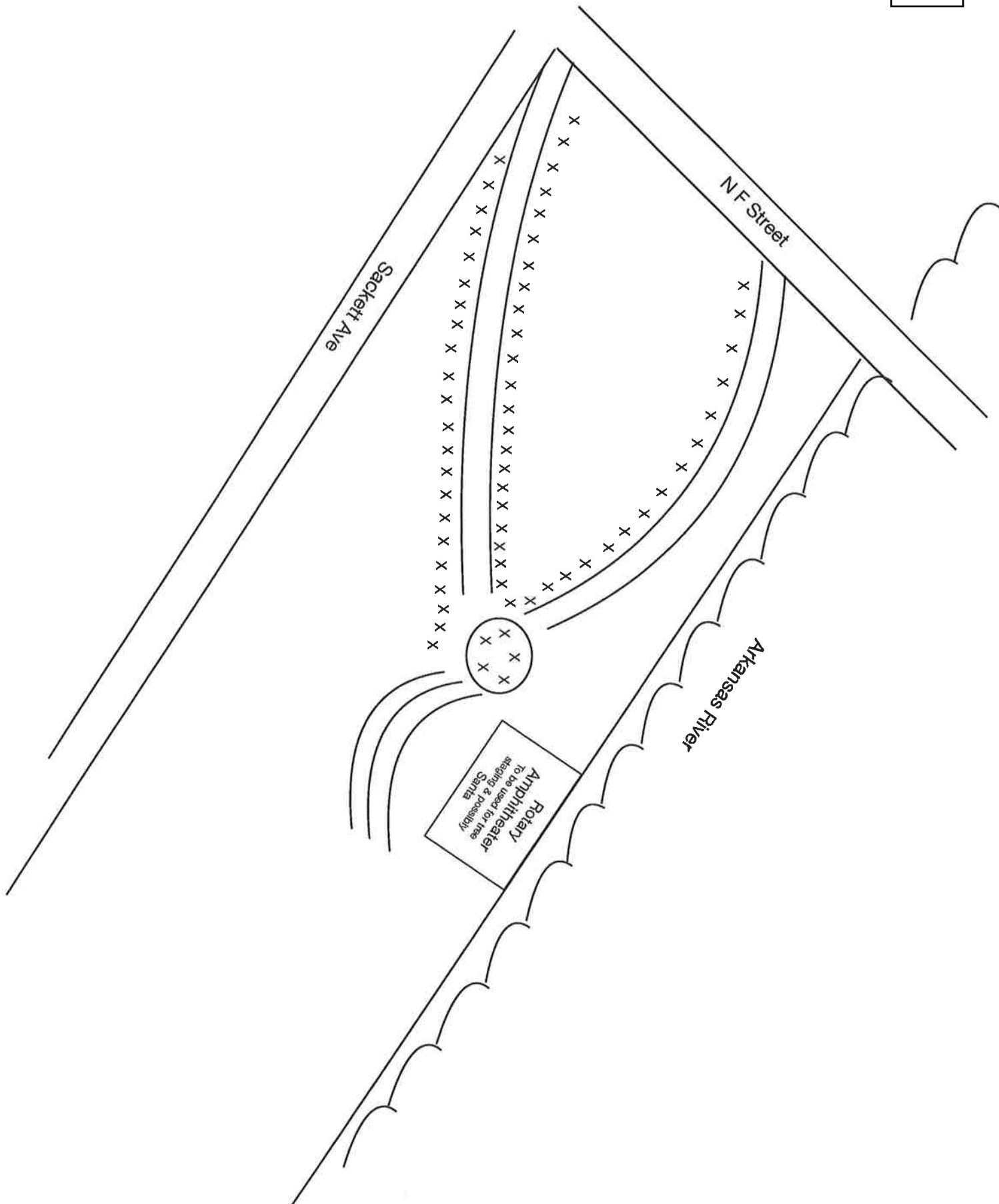
- a. Storage Area: SSR is requesting to once again have access to the locked storage area behind the amphitheater stage as supplies will be stored in this area throughout the period. Currently, SSR has 1 key to this storage area that was provided by the previous organizers of the Holiday Park Project. If the lock has been changed, SSR requests a key be provided as access will be needed several times throughout the staging period.
  - b. Trash: Occasionally, there may be excess trash as a result of preparing the trees before and after the event. In this case, SSR will need to request access to the trash containers located to the east of the Rotary Scout Hut.
  - c. Park Monitoring: Throughout the entire period of time that the trees are in place and until they are taken down, SSR will have members (at least 2 at a time) monitor the sidewalks and immediate area of the trees to be certain ornaments that may have flown off the trees can be replaced on their trees or discarded if they are broken. In addition, at least 2 members will provide snow shoveling services if needed to keep the sidewalks clear.
  - d. Trees: SSR would like to continue to increase the number of trees used; therefore, it may be more than 100 this year. If more trees are added, more sidewalk space will be needed throughout the Riverside Park.
  - e. Safety between the Trees: Red 3" outdoor ribbon will be used as garland between the trees. The garland will be approximately 36' in length and used to connect every 6 trees. The garland is used to prevent individuals and deer from walking between the trees due to the electrical boxes and cords, and it will be attached so that it can release easily should an animal try to cross between the trees.
3. Santa: SSR and the Salida Business Alliance have discussed possibly having Santa use the Amphitheater stage periodically throughout the Holiday Season to meet with children. While this has not been decided, we wanted to share this possibility with you.

## Safety Plan/Emergency Procedures

SSR will notify local law enforcement of the event. We don't anticipate a need for any special services or dedicated personnel at the event based on the activities we are having.

*Jane Murray*  
719-239-0204







# CERTIFICATE OF LIABILITY INSURANCE

DATE: 09/02/20  
Item 7.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, Inc. 2850 Golf Road Rolling Meadows IL 60008	<b>CONTACT NAME:</b> Ali Sulita <b>PHONE (A/C, No, Ext):</b> 1-833-3ROTARY <b>E-MAIL ADDRESS:</b> rotary@ajg.com	<b>FAX (A/C, No):</b> 630-285-4062
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> All Active US Rotary Clubs & Districts Sunrise Rotary Club of Salida ATTN: Risk Management Dept. 1560 Sherman Ave. Evanston, IL 60201-3698	<b>INSURER A :</b> Lexington Insurance Company	<b>NAIC #</b> 19437
	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** 899307648                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR INSD/ WVD		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability Included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		015375594	7/1/2021	7/1/2022	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$500,000
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$4,000,000
							PRODUCTS - COMP/OP AGG	\$4,000,000
								\$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			015375594	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	NOT APPLICABLE			PER STATUTE	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is included as an additional insured where required by written contract or permit subject to the terms and conditions of the general liability policy, but only to the extent bodily injury or property damage is caused in whole or in part by the acts or omissions of the insured.

<b>CERTIFICATE HOLDER</b> City of Salida Colorado Sunrise Rotary of Salida (District 5470) Holiday Park Riverside Park October 29, 2021 thru January 7, 2022	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--



CITY COUNCIL ACTION FORM

Department Administration	Presented by Sara Law - Deputy City Clerk	Date October 14, 2021
------------------------------	--	--------------------------

**ITEM**

Approval of Street Closure Petition on the block between First and Sackett on October 22<sup>nd</sup> from 3pm to sundown.

**BACKGROUND**

Chaffee County United, a soccer club, would like to throw a meet and greet for the soccer coaches for the upcoming season. The petition was sent to all the pertinent Department heads. The applicant will be placing barricades at the intersections of First Street and Sackett and will be ending their event at sundown to comply with Chief Johnson’s request.

**FISCAL NOTE**

None.

**STAFF RECOMMENDATION**

Staff recommends that Council approve the 444 First Street Street Closure Petition in the consent agenda

**SUGGESTED MOTION:**

A Council member should move to combine and approve the items on the Consent Agenda.

# Street Closure Petition

Item 8.

Event location: 444 First Street Date: Oct 28<sup>th</sup>  
Event time/ From: 3:00 To: 9:00  
Event coordinator: Scott McFarland Phone: 79-221-0026  
Email address salida\_soccer@hotmail.com Cell phone: same

NAME AND ADDRESS Please print	BUSINESS NAME	Support Yes or No	SIGNATURE
Phil Feag 447 West Sackett Ave.		Yes	Phil Feag
HANK		Yes	HANK
Gus Argus		Yes	Gus Argus
Alex 441 West Sackett Ave		Yes	Alex Vallarone
STEVE SWINSON 439 1/2 W 1ST ST		YES	St S

all coaches get together:  
bt 1st & sackett



### CITY COUNCIL ACTION FORM

Department	Presented by	Date
Community Development	Kathryn Dunleavy - Planner	October 19, 2021

**ITEM**

Fee waiver for a portion of vendor fees required by the Fee Schedule for a Multiple Vendor Permit issued to The Sherman Market.

**BACKGROUND**

The Sherman Market had a Multi-Vendor Permit to operate on designated weekends from June through September. The owners of the Sherman Market are requesting to have a portion of the vendor fees required by the current fee schedule waived.

Currently Required (This payment schedule is currently utilized by the Farmer’s Market, a similar long-duration multi-vendor permit).

- \$75 – Multi-Vendor Permit Application Fee
- \$20 – one-time fee per unique vendor that sells at the market throughout the duration of the permit timeframe. The market had 25 different vendors over the course of the summer, bringing the required vendor payment to \$500.
- Total payment required by the Fee Schedule: \$575

Request made by Cate and Greg Kenny of The Sherman Market.

- \$75 – Multi-Vendor Permit Application Fee
- \$20 – one-time fee per vendor space – of which there were 10 – for a total of \$200 for the duration of the Sherman Market
- Total amount they are requesting to pay instead of the required \$575 fee: \$275

Amount of waiver request = \$300

The written request from the applicant is below. Greg Kenny spoke to this request at the July 20th City Council meeting during public comment.



### CITY COUNCIL ACTION FORM

<b>Department</b> Community Development	<b>Presented by</b> Kathryn Dunleavy - Planner	<b>Date</b> October 19, 2021
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**June 15<sup>th</sup> e-mail from Greg and Cate Kenny to Salida City Council.**

Dear Salida City Council,

The Sherman Market was approved by council [**Planning Commission**] under a limited impact permit. The Sherman Market operated in 2017 & 2018. Since that time there have been new fees added for events & vendors. We respect and understand the City of Salida's intent for these fees especially for events taking place on city owned/operated property consuming city resources; trash, water, power, security, etc.

Today The Sherman Hotel, LLC leases office and retail space with a mixed set of tenants. We view the private courtyard as 10 allocated tenant spaces without walls. In years past, we simply rent these spaces during the outdoor market season and do not utilize any city resources.

As a result, we feel it is reasonable to pay a one-time \$175 [**275**] fee which would include the market event fee of \$75 and cover 10 spots at \$20 for each space. The Sherman Market will provide the City of Salida with the sales tax information of the participating vendors rotating through the 10 spaces throughout the season.

Thank you for your time and consideration.

Regards,  
Greg & Cate Kenny  
The Sherman Hotel, LLC

**FISCAL NOTE:**

**Approving the fee waiver will result in a \$300 reduction in fees collected.**

**SUGGESTED MOTION:**

**"I move to combine and approve the items on the consent agenda."**



**CITY COUNCIL ACTION FORM**

Department	Presented by	Date
Parks and Recreation	Diesel Post - Parks and Recreation Director	October 19, 2021

**ITEM**

Approval of 2022 Salida Tree Board action plan

**BACKGROUND**

The Salida Tree Board presents the attached action plan for 2022.

**FISCAL NOTE**

The Parks and Recreation and Public Works budgets for 2022 includes \$70,000 for tree planting and maintenance.

**STAFF RECOMMENDATION**

Staff recommends that Council approve the 2022 Salida Tree Board action plan in the consent agenda.

**SUGGESTED MOTION**

A Council member should move to approve the consent agenda.

## SALIDA TREE BOARD

### 2022 Annual Work Plan

<u>General Activities</u>	<u>Date to be Accomplished</u>	<u>Responsibility</u>
1. Tree Board Meetings		
a. Announcements	1 wk prior	Pres/Sec
b. Meeting	1/month or as needed	TB, PW, City
c. Financial Records	on-going	Treas.
d. Minutes	each meeting	Pres/Sec
e. Record of Volunteer Hours	on-going	TB
2. Public Education		
a. Mountain Mail Articles	as needed	TB
b. Radio News Releases/PSA's	as needed	TB
c. Letters to Arborists re Workshops, Changes in Ordinances, EAB Monitoring, etc.	as needed	TB/City
3. Tree Board Recruitment	as needed	TB
a. Mayoral Appointment of Members	as needed	City
b. Election of Officers	January	TB
4. Prepare/Submit Annual Work Plan	September	TB
5. Update Arborist List	as licensed/renewed	TB, City
6. Review/Recommend changes in City Tree Ordinance to Council	November	TB
7. Tree City USA		
a. Tree City USA Application	Dec.	Pres.
b. Tree City Growth Award	as appropriate	Pres.
c. Tree City USA ceremony-Arbor Day	May 12	TB/Mayor
8. Fund-raising		
a. Grants		
Colorado Tree Coalition	Dec.	TB
Colorado Parks & Rec	April	TB
Colorado Garden & Home Show	August, October	TB
Reporting	as required	TB



b. Arbor Day Donation Requests	early May	TB
9. Planting, Renovation, Maintenance Projects		
a. Arbor Day Program		
Radio, Newspaper Publicity	April, May	TB
Proclamation	May 3	Mayor
Arrange Class Participation	April	TB
b. Arbor Day Ceremony	May 12	TB, School, Mayor, Public
c. Adopt-a-Tree Program		
Publicity	Mar, April	TB
Plant Site Evaluations	April, May	TB
Order Trees	May, June, July	TB
Tree Care Instructions to Adopters	May, June, July, Oct.	TB
d. Update GIS Inventory Park Trees	ongoing	PW
e. Update GIS Inventory Street Trees	on-going	PW
f. Large Street Trees, Pruning, Removal	as funded	Arborist, PW
g. Park Trees, Pruning, Removals	as funded	Arborist, PW
h. Clearance Prune for Business Signs	Summer	TB, Arborist
i. Prune Young Street Trees	Spring, Summer, Fall	TB, Volunteers
j. Merit Soil Drench (Soft Scale)	Spring	Arborist



**CITY COUNCIL ACTION FORM**

<b>Department</b> Public Works	<b>Presented by</b> David Lady - Public Works Director	<b>Date</b> October 19, 2021
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**ITEM**

Consent Agenda

Authorize Legal Counsel to prepare and file a Statement of Opposition to Triview Metropolitan District’s water court Case No. 21CW3044

**BACKGROUND**

The City of Salida staff works with legal counsel for management of the City’s water rights. Legal counsel provides recommendations for water court action from time to time. The recommendations are typically based on the City’s desire to protect its water rights and to maximize flows in the Arkansas and South Arkansas Rivers upstream of and adjacent to Salida. The current action identified above is part of efforts to protect flows in the Arkansas River above and past Salida, and in the South Arkansas River above Salida.

**FISCAL NOTE**

Anticipated to be less than \$5,000.00.

**STAFF RECOMMENDATION**

Authorize Legal Counsel to prepare and file Statement of Opposition to Triview Metropolitan District’s Case No. 21CW3044

**SUGGESTED MOTION**

A Council person should make a motion to “combine and approve the items on the consent agenda.”

Followed by a second and then a voice vote.



## CITY COUNCIL ACTION FORM

<b>Department</b> Public Works	<b>Presented by</b> David Lady - Public Works Director	<b>Date</b> October 19, 2021
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### **ITEM.**

Consent Agenda

Approving a Release of the Warranty Security for Poncha Meadows Phase 1 Subdivision in Poncha Springs

### **BACKGROUND.**

The City of Salida Council approved a Sanitary Sewer Extension Agreement for the Poncha Meadows Phase 1 Subdivision on October 15, 2019. As part of this agreement, the developer was required to provide a performance and warranty security until the project has been built and accepted.

Section 16-2-60m of the City of Salida Municipal Code allows for a release of the performance and warranty security upon completion and approval of the public improvements. Completion and approval of improvements occurred on September 15, 2020. The warranty period has ended and the City has accepted the public improvements. The release of security in its entirety is calculated to be \$51,555.00.

### **FISCAL NOTE.**

There are no budget implications with the approval of the agreement.

### **STAFF RECOMMENDATION.**

Staff has identified that the request meets the requirements set forth in the City of Salida Municipal Code and recommends approval.

### **SUGGESTED MOTIONS.**

A Council person should make a motion to “combine and approve the items on the consent agenda”.

Followed by a second and then a voice vote.

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### CITY COUNCIL ACTION FORM

<b>Department</b> Community Development	<b>Presented by</b> Kristi Jefferson - Planner	<b>Date</b> October 19, 2021
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#### ITEM

Resolution 2021-35 – Approving a Pre-Annexation Agreement with Lundberg and Son Properties LLC, represented by Karen Lundberg, for the property at 601 Scott Street.

#### REQUEST / BACKGROUND

The subject parcel is in Chaffee County and consists of approximately .26 acres which includes a single-family residence. Currently, this property is not contiguous with the municipal boundary and not eligible for annexation. The site is zoned RES (Residential Zone District) in Chaffee County. The single-family dwelling is currently connected to the City’s sewer system and is required to connect to the City’s water system because of a failing well. Per state statute this property is required to connect to municipal services when well or septic



systems fail and services are within 400’ of the property. A new water main is currently being constructed in Scott Street adjacent the 601



**CITY COUNCIL ACTION FORM**

<b>Department</b> Community Development	<b>Presented by</b> Kristi Jefferson - Planner	<b>Date</b> October 19, 2021
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Scott Street property. The applicant will pay the system development fees and connect to the City’s water service once the construction of the new water main is complete.

**DISCUSSION**

This property is located in the Municipal Services Area. The City of Salida and Chaffee County entered into an intergovernmental agreement (IGA) in 2010 which puts in place the process for development within the Municipal Services Area (MSA). The MSA are unincorporated areas adjacent to our municipal border that could be served by our utilities. Currently, the owner does not have development plans for the property.

Section 4.4 of the IGA states that when a project in the Municipal Services Area will not be immediately annexed, it will receive joint review, and approval by Chaffee County, subject to some or all of the city development standards as agreed upon in a pre-annexation agreement.

Under the terms of pre-annexation agreement, the owner will be allowed to connect to City water services at in City rates. Terms of the annexation agreement are such that if this property becomes eligible for annexation, the owner agrees to file an annexation petition within 60 days.

**FISCAL NOTE**

The property will not require services while in the County, other than water services and the applicant will pay the appropriate system development fees for the connection to municipal water.

**STAFF RECOMMENDATION**

Staff recommends the City Council approve the pre-annexation agreement with Lundberg and Son Properties, LLC.

**SUGGESTED MOTION**

A Council person should make the motion to “Approve Resolution No. 2021-35 approving the pre-annexation agreement with Lundberg and Son, LLC for 601 Scott Street.”



**CITY COUNCIL ACTION FORM**

<b>Department</b>	<b>Presented by</b>	<b>Date</b>
<b>Community Development</b>	<b>Kristi Jefferson - Planner</b>	<b>October 19, 2021</b>

**Attachments:**

**Resolution 2021-35**

**Exhibit A**

**Exhibit B - Lundberg Pre-Annexation agreement**

**CITY OF SALIDA, COLORADO  
RESOLUTION NO. 35  
(Series of 2021)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO  
AUTHORIZING THE MAYOR TO SIGN A PRE-ANNEXATION AGREEMENT WITH  
LUNDBERG AND SON PROPERTIES, LLC (KAREN LUNDBERG) FOR 601 SCOTT  
STREET.**

WHEREAS, Lundberg and Son Properties, LLC, represented by Karen Lundberg, are the owners of certain real property in unincorporated Chaffee County, which property is more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the “Property”); and

WHEREAS, the Property is not currently eligible for annexation but lies within the City of Salida Municipal Services Area; and

WHEREAS, the City is capable of providing municipal services to the Property, and the parties desire to enter into a Pre-Annexation Agreement pursuant to C.R.S. §31-12-121 to set forth the terms and conditions of the future extension of services by the City.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO THAT:

1. The Salida City Council incorporates the foregoing recitals as its conclusions, facts, determinations, and findings.
2. The Pre-Annexation Agreement by and between the City and Lundberg and Son Properties, LLC, attached as Exhibit B, is hereby approved, and the Mayor is authorized to sign the Agreement on behalf of the City.

RESOLVED, APPROVED, AND ADOPTED this 19<sup>th</sup> day of October, 2021.

CITY OF SALIDA, COLOADO

By \_\_\_\_\_  
Mayor PT Wood

[SEAL]  
ATTEST:

\_\_\_\_\_  
City Clerk/Deputy Clerk





**EXHIBIT A**

All of Lot No. 3; and

Part of Lot No. 2

**PEEL'S SUBDIVISION**

Situated in the South Half of the Northeast Quarter of the Southwest Quarter (S1/2 NE1/4 SW ¼) of Section 4, Township 49 North, Range 9 East of the New Mexico Principal Meridian, Chaffee County, Colorado, said Part of

Lot No. 2 described as follows:

Commencing at the Northwest corner of Lot No. 2;

Thence Southerly along the Westerly line of said Lot, a distance of 34 feet;

Thence Easterly and parallel with the Northerly line of said Lot, a distance of 138 feet to the Easterly line of said subdivision;

Thence Northerly 34 feet;

Thence Westerly and along the Northerly line of said Lot, a distance of 138 feet to the point of beginning.

Chaffee County, Colorado

Also known by street address as: 601 Scott Street, Salida, CO 81201

And assessor's schedule or parcel number: 380704300022

**EXHIBIT B**

**Pre-Annexation Agreement  
601 Scott Street**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the CITY OF SALIDA, COLORADO, a municipal corporation (hereinafter "City"), and LUNDBERG AND SON PROPERTIES, LLC, represented by Karen Lundberg, as the owner of the real property described hereafter (hereinafter "Owner");

W I T N E S S E T H:

WHEREAS, Owner is the owner of certain real property located in unincorporated Chaffee County, which property is more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, the Property is currently not eligible for annexation and lies within the City of Salida Municipal Services Area; and

WHEREAS, Owner desires to obtain the municipal services hereinafter described from the City at such time, and the City is capable of providing such service; and

WHEREAS, the parties desire to enter into this Agreement pursuant to C.R.S. §31-12-121 to set forth the terms and conditions of the extension of services and annexation of the Property by the City.

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties agree as follows:

1) Services to be Provided. The Owner is currently connected to the City's municipal sewer system. City water services are adjacent to the Property and the City agrees to provide Owner with municipal water services to the Property for residential uses at in-City rates.

2) Costs. The City will provide said service subject to the rules, regulations, charges, fees, and ordinances of the City of Salida as are now in effect, or as they may hereafter be amended. Owner will be required to pay a portion of the water main extension agreement being completed by Harder-Diesslin.

3. No Precedential Value. Nothing herein shall obligate the City to extend additional service to the Owner or to the Property, other than that service described in Paragraph 1, above. There shall be no expansion of such service without the express written consent of the City. The Owner and its agents, employees, and tenants shall be bound by all of the ordinances of the City of Salida insofar as they may pertain to the conditions of pre-annexation herein described.

4. Annexation. To the maximum extent permitted by law, the parties agree that this Agreement, pursuant to C.R.S. §31-12-121, constitutes an enforceable obligation upon the Owner, its successors, and assigns to file a petition for annexation prior to or contemporaneous with any additional development of the Property to the extent permitted by law. The Owner further agrees

that at such time as the Property is eligible for annexation, Owner shall within sixty (60) days of becoming eligible for annexation file a petition for annexation of the Property.

5. New Development. Owner agrees that during the term of this Agreement all new development or construction on the Property shall be in accordance with the requirements of the Salida Municipal Code. The Owner also agrees to annex into the City, should there be any further development, construction or subdivision of the property and agrees to the required Inclusionary Housing, Open Space and Fair Contributions for Public School Sites.

6. Existing Uses. The Property is currently zoned residential within unincorporated Chaffee County and the Owner intends to continue to use it for that purpose.

7. Payment of Impact Fees. Owner agrees to pay at the time of annexation all applicable fees for the Property in the amounts set forth pursuant to the Salida Municipal Code, or as hereafter amended, and any other fees prescribed by Resolution or Ordinance as may apply to annexations.

8. Termination Upon Annexation. This Agreement shall terminate automatically on the effective date of the annexation to the City of the Property; provided, however, that nothing in this paragraph shall limit any other rights of termination provided in this Agreement.

9. Failure or Refusal to Annex. In the event the Owner fails to annex their Property to the City as required by this Agreement, the City may, at its sole option and without otherwise limiting its legal rights, bring an action at law or equity, including an action for specific performance, to enforce the terms of this Agreement or treat this Agreement as a petition for annexation and annex the Property without consent after thirty (30) days' written notice to Owner. The rights and remedies under this paragraph shall be cumulative. To the extent permitted by law, the Owner hereby appoints the City Clerk as their attorney-in-fact to execute and deliver all documents necessary to annex Owner's Property to the City, should the Owner fail or refuse to annex as required under this Agreement. If the City proceeds to annex the Owner's Property as permitted under this paragraph, it may advance all fees and costs related to the annexation, and shall be entitled to recover the same as a personal obligation of the Owner. Such fees and costs shall also constitute a lien against the Owner's Property, which may be foreclosed as provided by law.

10. Lien Rights. The City shall be entitled to prepare and record a lien against the Owner's Property for the amount of any costs, fees, and other expenses which it has advanced or which the Owner is required to be pay pursuant to this Agreement and/or the Salida Municipal Code.

11. Miscellaneous. The parties agree time is of the essence in the implementation of this Agreement. All of the terms and conditions of this Agreement shall bind the heirs, successors, assigns, or personal representatives of the parties hereto. This Agreement constitutes a covenant which runs with the real Property. This Agreement sets forth the entire understanding between the parties, and any previous agreements, promises, or understandings have been included in this Agreement.





CITY COUNCIL ACTION FORM

Department <b>Administration</b>	Presented by <b>Miriam Luna Gonzalez-          Management Fellow</b>	Date <b>October 19, 2021</b>
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ITEM

Resolution 2021-36, to approve participation in the opioid fund settlements and the distribution process to abate the opioid crisis in our community.

BACKGROUND

The Colorado Department of Law has come to an agreement with the Colorado’s local governments for distributing opioid settlement and recovery funds to local counties and municipalities.

The State, as well as several Colorado local governments, have pursued litigation against various pharmaceutical companies for their role in causing the opioid epidemic in Colorado. That litigation recently resulted in settlements with Purdue Pharma, McKinsey & Co., Johnson & Johnson, AmerisourceBergen, Cardinal Health, and McKesson, resulting in up to approximately \$400 million in settlement funds for both the State and Colorado local governments to abate the opioid crisis. Legal claims will be released only when 95% of participation by certain local governments has been reached. In addition, if both the city and county participate, inter county share will look as follow: Chaffee County will receive 74.8440% and the City of Salida will receive 15.0350% of the default percentage that each Local Government will receive from the LG Share amount attributed to its County Area (assuming full participation by all Local Governments).

FISCAL NOTE

None

STAFF RECOMMENDATION



CITY COUNCIL ACTION FORM

<p>Department <b>Administration</b></p>	<p>Presented by <b>Miriam Luna Gonzalez- Management Fellow</b></p>	<p>Date <b>October 19, 2021</b></p>
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Staff recommends approval to participate in the opioids settlements and distribution process.

SUGGESTED MOTION

A council person should “move to approve Resolution 2021-36, approving Colorado Opioids Settlement Memorandum of Understanding (MOU)”, followed by a second.

**RESOLUTION NO. 2021-36  
(Series 2021)**

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA,  
COLORADO APPROVING THE COLORADO OPIOIDS SETTLEMENT  
MEMORANDUM OF UNDERSTANDING (MOU)**

**WHEREAS**, the City Council of the City of Salida, Colorado, along with various other Colorado local governments and the State of Colorado, are party “Plaintiffs” in federal litigation against various pharmaceutical manufacturers and distributors (party “Defendants”) regarding the national opioid crisis; and

**WHEREAS**, the Plaintiffs to the litigation in the State of Colorado anticipate one or more settlements with some of the Defendants in the federal litigation; and

**WHEREAS**, in anticipation of one or more settlements, the state of Colorado and various Colorado local governments have negotiated an agreement governing the allocation, distribution and expenditure of any settlement proceeds paid in connection with the opioid litigation; and

**WHEREAS**, on August 26, 2021, Colorado Attorney General Philip J. Weiser signed the attached MOU, together with MOU Exhibits A through G, governing the allocation, distribution, expenditure on behalf of the State of Colorado; and

**WHEREAS**, the City Council of the City of Salida, Colorado believes it to be in the best interest of the City to approve the MOU, which will allow settlement proceeds to be used in Salida for services, programs and other purposes as set forth on Exhibit A to the MOU; and

**WHEREAS**, the City Council strongly encourages all municipalities in Chaffee County, and other local governments throughout the State of Colorado to approve the MOU, as the number of participating local governments will directly affect the amount of the settlement proceeds.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO:**

1. The Salida City Council incorporates the foregoing recitals as its conclusions, facts, determinations and findings.
2. The City hereby formally adopts and approves the Colorado Opioids Settlement Memorandum of Understanding (MOU), together with Exhibits A through G, as signed and approved on August 26, 2021, and by such approval, the City of Salida shall become a party to such MOU.
3. The City Council authorizes the Mayor to execute any documents necessary to formalize such approval.

**RESOLVED, APPROVED, AND ADOPTED this 19<sup>th</sup> day of October, 2021.**

CITY OF SALIDA

By: \_\_\_\_\_  
P.T. Wood, Mayor

[SEAL]

ATTEST: \_\_\_\_\_  
City Clerk Erin Kelley



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

Thursday, August 26, 2021

August 25, 2021 Attorney General version

**A. Definitions**

As used in this MOU:

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

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

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

**B. Allocation of Settlement Proceeds**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### D. State Share

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

#### E. LG Share

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**G. Statewide Infrastructure Share**

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

This Colorado Opioids Settlement Memorandum of Understanding is signed

this 26 day of August, 2021 by:

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

Colorado Attorney General Philip J. Weiser

This **Colorado Opioids Settlement Memorandum of Understanding** is signed  
this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by:

\_\_\_\_\_

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

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

# Exhibit A

## **POTENTIAL OPIOID ABATEMENT APPROVED PURPOSES**

### **I. TREATMENT**

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

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

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

## **B. INTERVENTION**

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

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

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



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

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

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

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

**E. PEOPLE IN TREATMENT AND RECOVERY**

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

**II. PREVENTION**

**F. PRESCRIBING PRACTICES**

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

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

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

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

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

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

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

### **III. ADDITIONAL AREAS**

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

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

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

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

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

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

**L. STAFFING AND TRAINING**

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

**M. RESEARCH**

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

**N. OTHER**

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

# Exhibit B

## Colorado Local Governments\*

Item 14.

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

## Colorado Local Governments\*

Item 14.

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



## Colorado Local Governments\*

Item 14.

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

## Colorado Local Governments\*

Item 14.

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

## Colorado Local Governments\*

Item 14.

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

## Colorado Local Governments\*

Item 14.

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

## Colorado Local Governments\*

Item 14.

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

## Colorado Local Governments\*

Item 14.

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

## Colorado Local Governments\*

Item 14.

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

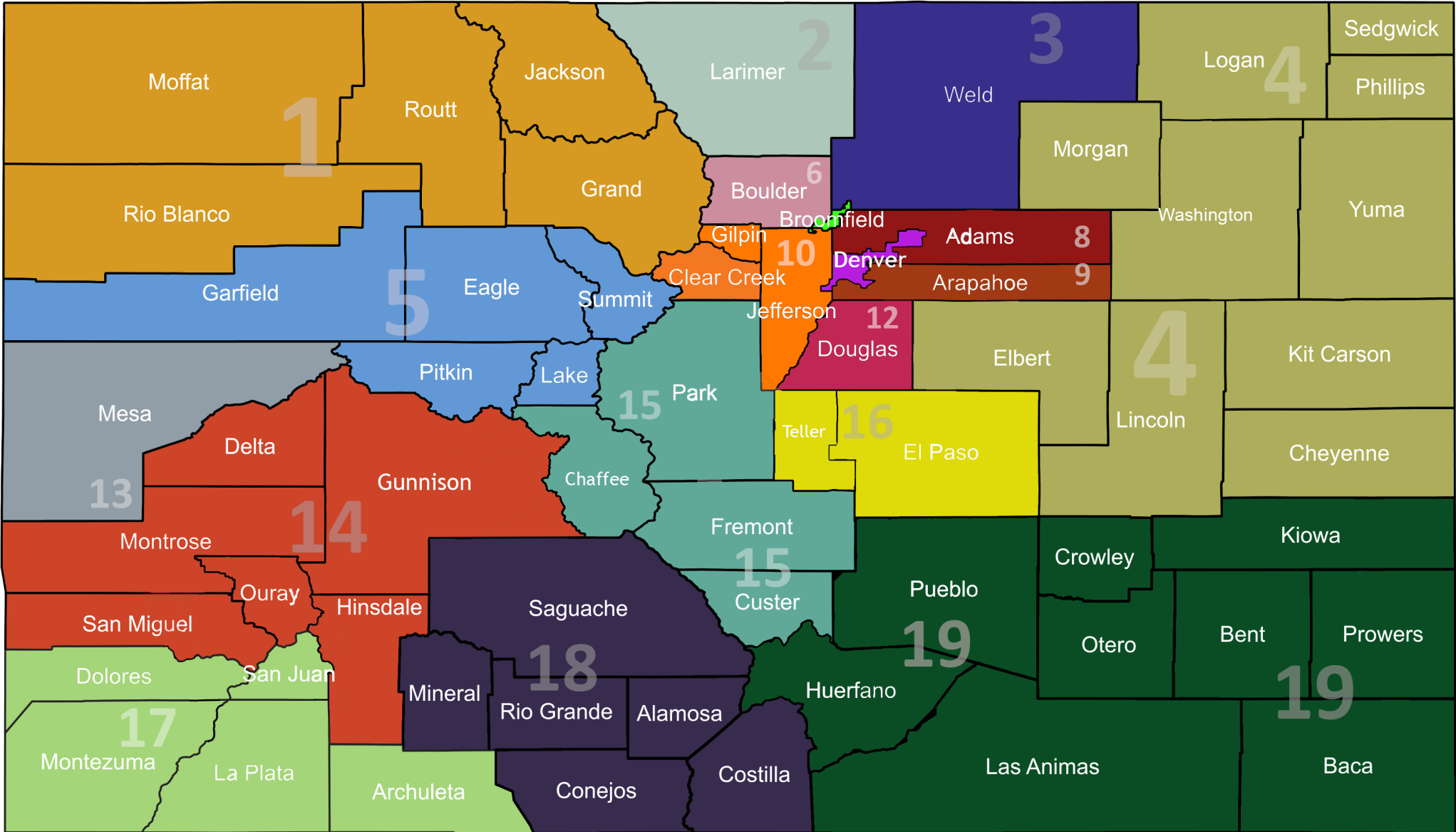
\*This list includes all 64 Colorado counties and all 271 municipalities listed in the 2019 Census. Cities located in multiple counties are listed under each corresponding county subheading. City and County of Denver and City and County of Broomfield are counted in both the city and county totals. The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

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

# Exhibit C



# Regions for the distribution of opioid settlement funds



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

# Exhibit D

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

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

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

# Exhibit E

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

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

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

Alamosa County	85.3075%
Alamosa	14.6818%
Hooper	0.0108%

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

Archuleta County	90.0864%
Pagosa Springs	9.9136%

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

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

Bent County	80.9608%
Las Animas	19.0392%

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

Broomfield County/City	100.0000%
------------------------	-----------

Chaffee County	74.8440%
Buena Vista	5.8841%
Poncha Springs	4.2369%
Salida	15.0350%

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

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

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

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



Government Name	Intracounty Share
Red Cliff	0.0957%
Vail	23.5250%

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

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

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

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

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

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

Government Name	Intracounty Share
Winter Park	8.6154%

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

Hinsdale County	76.0940%
Lake City	23.9060%

Huerfano County	68.2709%
La Veta	11.0719%
Walsenburg	20.6572%

Jackson County	61.5339%
Walden	38.4661%

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

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

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

Government Name	Intracounty Share
Vona	0.0775%

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

Lake County	73.4523%
Leadville	26.5477%

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

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

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

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

Mesa County	60.8549%
Collbran	0.0920%

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

Mineral County	87.6744%
City of Creede	12.3256%

Moffat County	91.7981%
Craig	8.1862%
Dinosaur	0.0157%

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

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

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

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

Ouray County	76.0810%
Ouray	17.6541%
Ridgway	6.2649%

Park County	96.3983%
Alma	0.7780%

Government Name	Intracounty Share
Fairplay	2.8237%

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

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

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

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

Rio Blanco County	78.2831%
Meeker	9.1326%
Rangely	12.5843%

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

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

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

Government Name	Intracounty Share
Moffat	0.3553%
Saguache	0.2460%

San Juan County	87.0423%
Silverton	12.9577%

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

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

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

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

Washington County	99.1320%
Akron	0.7659%
Otis	0.1021%

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

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

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

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

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

#### County-Level Allocation

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

#### County/Municipal-Level Allocation

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

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

# Exhibit F



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

# Exhibit G

## Regional Governance Models

### A. Membership Structure

#### Single-County Regions

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

#### Multi-County Regions

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

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

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

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

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

2. Non-Voting Members (Optional)

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

**B. Member Terms**

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

**C. Procedures**

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

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

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

**D. Financial Responsibility/Controls**

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

**E. Conflicts of Interest**

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

**F. Ethics Laws**

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

**G. Authority**

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

**H. Legal Status**

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

# Exhibit G-1

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

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

**RECITALS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

Council.

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

**b. Single-County Region:**

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

funds)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

\_\_\_\_\_

\_\_\_\_\_

## **17. GENERAL TERMS AND CONDITIONS**

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

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

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

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

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

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

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

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## **Colorado Opioids Settlement Memorandum of Understanding** **Summary**

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

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

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

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

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

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

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

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

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

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

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

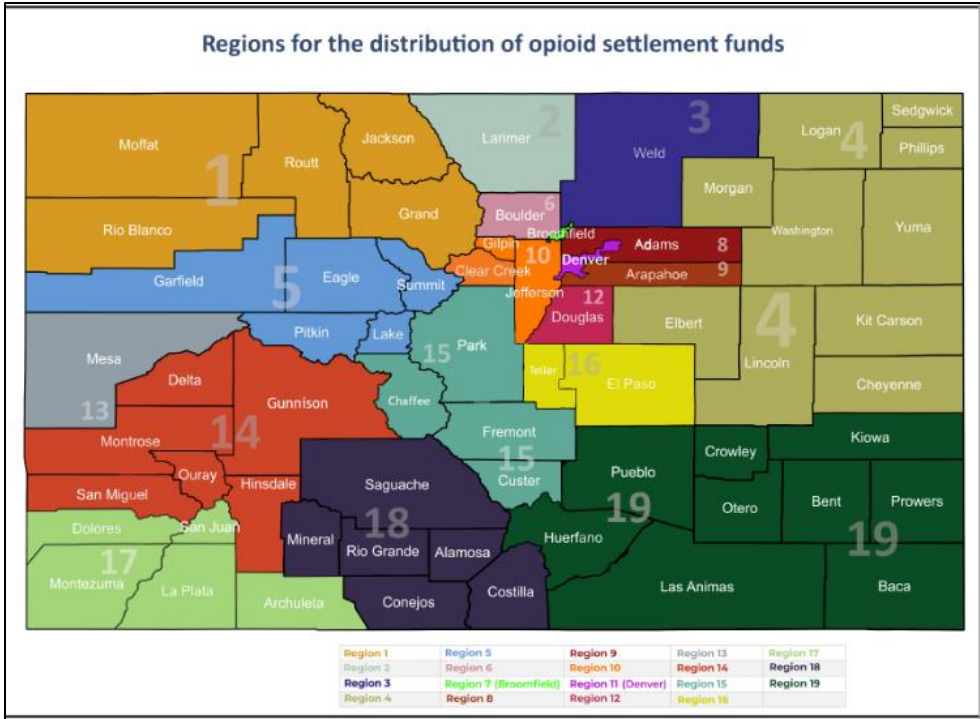
The allocations to each County Area in Exhibit D are based on three factors that address critical causes and effects of the opioid crisis: (1) the number of persons suffering opioid use disorder in the county; (2) the number of opioid overdose deaths that occurred in the county; and (3) the amount of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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

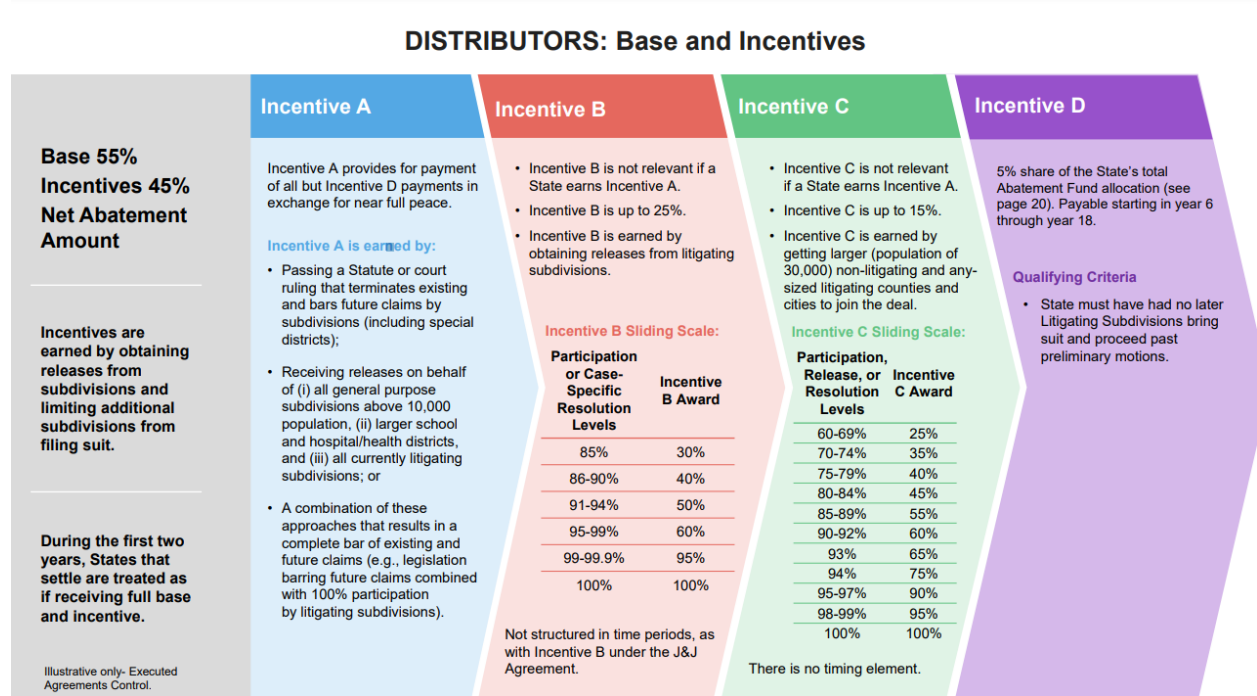
### **3. How much money will Colorado receive and over what period of time?**

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

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

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

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



### JOHNSON & JOHNSON: Base and Incentives

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

---

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

Illustrative only- Executed Agreements Control.

**Incentive A**

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

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

**Incentive A is earned by:**

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

**Incentive B**

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

**Incentive B Sliding Scale:**

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

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

**Incentive C**

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

**Incentive C Sliding Scale:**

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

There is no timing element.

**Incentive D**

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

**Qualifying Criteria**

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

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

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

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

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

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

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

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

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

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

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

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

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

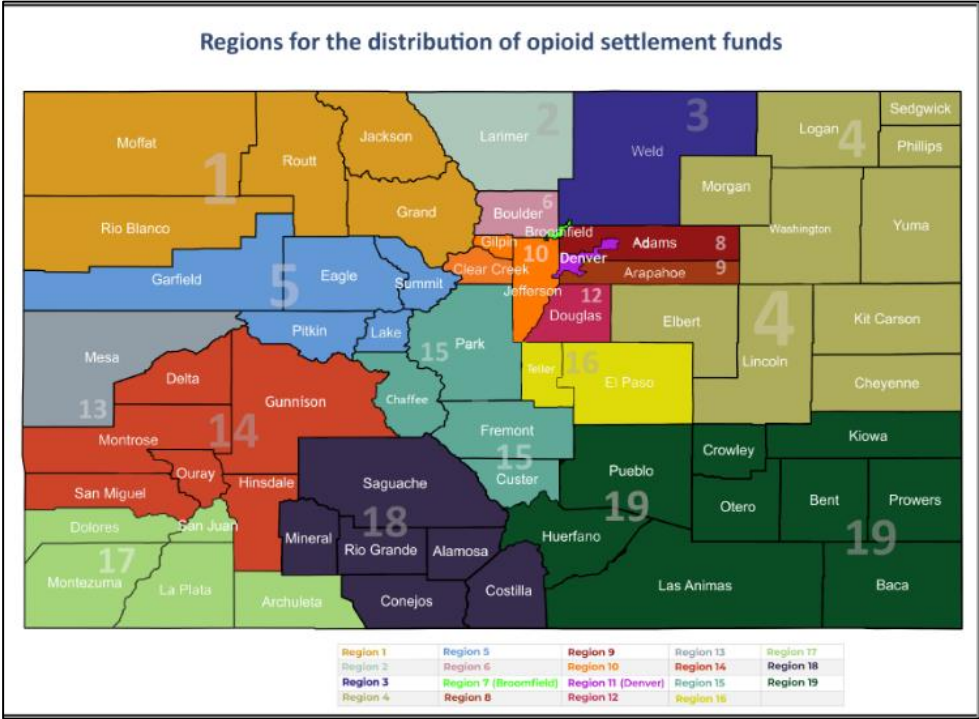
The intracounty allocations in Exhibit E are based on a default allocation model that will apply unless the local governments in a County Area enter into an agreement that provides for a different allocation model. These allocations are based on a model developed by health economist experts, which use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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

## 14. How do I sign the MOU?

Local governments should sign four documents.

a. First is the MOU.

b. Next, each local government will need to sign a Subdivision Settlement Participation Form for each of the **two settlements** (the "Big 3" Distributor settlement and the Johnson & Johnson settlement) releasing their legal claims and stating they are participating in the settlements.

c. In addition, a Colorado Subdivision Escrow Agreement should be signed to ensure legal claims are released only when 95% participation by certain local governments has been reached, which secures a significant portion of the incentive payments described in FAQ 4, above. Under the terms of the Colorado Subdivision Escrow Agreement, CCI (for counties) or

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

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

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

**EXHIBIT K****Settlement Participation Form**

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

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

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



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

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

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

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

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

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

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

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

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

**EXHIBIT K**

**Subdivision Settlement Participation Form**

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

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

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

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

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

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

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

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

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

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

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

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

## Colorado Subdivision Escrow Agreement

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

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

### **Purpose of this Agreement**

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

### **Escrow**

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

**Distributor Settlement**

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

**J&J Settlement**

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

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

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

\_\_\_\_\_  
Date



**CITY COUNCIL ACTION FORM**

<b>Department</b> Finance	<b>Presented by</b> Aimee Tihonovich - Finance Director	<b>Date</b> October 19, 2021
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**ITEM**

**2021-37 - Resolution to adopt the 2022 Budget**

**BACKGROUND**

**City Council and staff have been hard at work on the 2022 budget and have devoted time to studying the budget in public work sessions since August. A resolution for a balanced sustainable 2022 budget is attached. This resolution establishes the budget and appropriates funds for spending the 2022 calendar year.**

**FISCAL NOTE**

**The 2022 budget is \$29,078,252 for all funds and is supported by \$27,024,365 in anticipated 2022 revenue and a potential use of fund balance reserves in the amount of \$2,053,887 resulting in a balanced budget.**

**STAFF RECOMMENDATION**

**After opening a budget hearing and giving due consideration to citizen comments, it is recommended that the public hearing be closed and that Council adopt the 2022 budget and appropriation resolution.**

**SUGGESTED MOTION**

**A councilperson should make a motion to adopt the resolution establishing a budget and appropriation for the calendar year 2022**





**CITY COUNCIL ACTION FORM**

<b>Department</b>	<b>Presented by</b>	<b>Date</b>
Finance	Aimee Tihonovich - Finance Director	October 19, 2021

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**CITY OF SALIDA, COLORADO  
RESOLUTION NO. 37  
(Series of 2021)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO,  
SUMMARIZING REVENUES AND EXPENDITURES FOR EACH FUND AND  
ADOPTING A BUDGET FOR THE CALENDAR YEAR BEGINNING ON THE FIRST  
DAY OF JANUARY 2022 AND ENDING ON THE LAST DAY OF DECEMBER 2022**

**WHEREAS**, The City Council of the City of Salida appointed the City Administrator to prepare and submit a proposed budget to said governing body at the proper time; and

**WHEREAS**, on August 16, 2021, the City Administrator submitted a proposed budget to the City Council for its consideration; and

**WHEREAS**, upon due and proper notice, published or posted in accordance with applicable law, said proposed budget was open for inspection and a public hearing held on October 19, 2021 and interested taxpayers were given the opportunity to file or register any objections to said budget.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO THAT:**

- 1. Estimated revenues and expenditures for each fund are as follows:

<u>Estimated Revenues</u>	
General Fund	\$ 12,167,509
Water Fund	\$ 6,344,600
Wastewater Fund	\$ 2,180,000
Conservation Trust Fund	\$ 74,000
Streets Fund	\$ 4,324,605
Capital Improvement Fund	\$ 1,146,151
Economic Development Fund	\$ 191,500
Lodging Tax Fund	\$ 516,000
Housing Fund	\$ 80,000
	<u>\$ 27,024,365</u>

<u>Estimated Expenditures</u>	
General Fund	\$ 13,090,702
Water Fund	\$ 6,302,409
Wastewater Fund	\$ 2,568,745
Conservation Trust Fund	\$ 290,000
Streets Fund	\$ 4,648,896
Capital Improvement Fund	\$ 1,185,000
Economic Development Fund	\$ 324,500
Lodging Tax Fund	\$ 516,000
Housing Fund	\$ 152,000
	<u>\$ 29,078,252</u>

2. Use of Fund Balance reserves are utilized to balance the budget when current revenues as shown above do not fully support the expenditures.
3. The adoption of the 2022 Budget, by this Resolution, shall and does hereby constitute the basis for appropriation of the several sums specified herein as expenditures from the various funds and of the total such expenditure.
4. The 2022 Annual Budget as submitted and herein above summarized by fund, hereby is approved and adopted as the Budget of the City of Salida for the year stated above.

**RESOLVED, APPROVED AND ADOPTED** this 19th day of October, 2021 by a vote of \_\_\_\_\_ to \_\_\_\_\_.

CITY OF SALIDA, COLORADO

[SEAL]

By \_\_\_\_\_  
Mayor

[ATTEST]

\_\_\_\_\_  
City Clerk/Deputy City Clerk



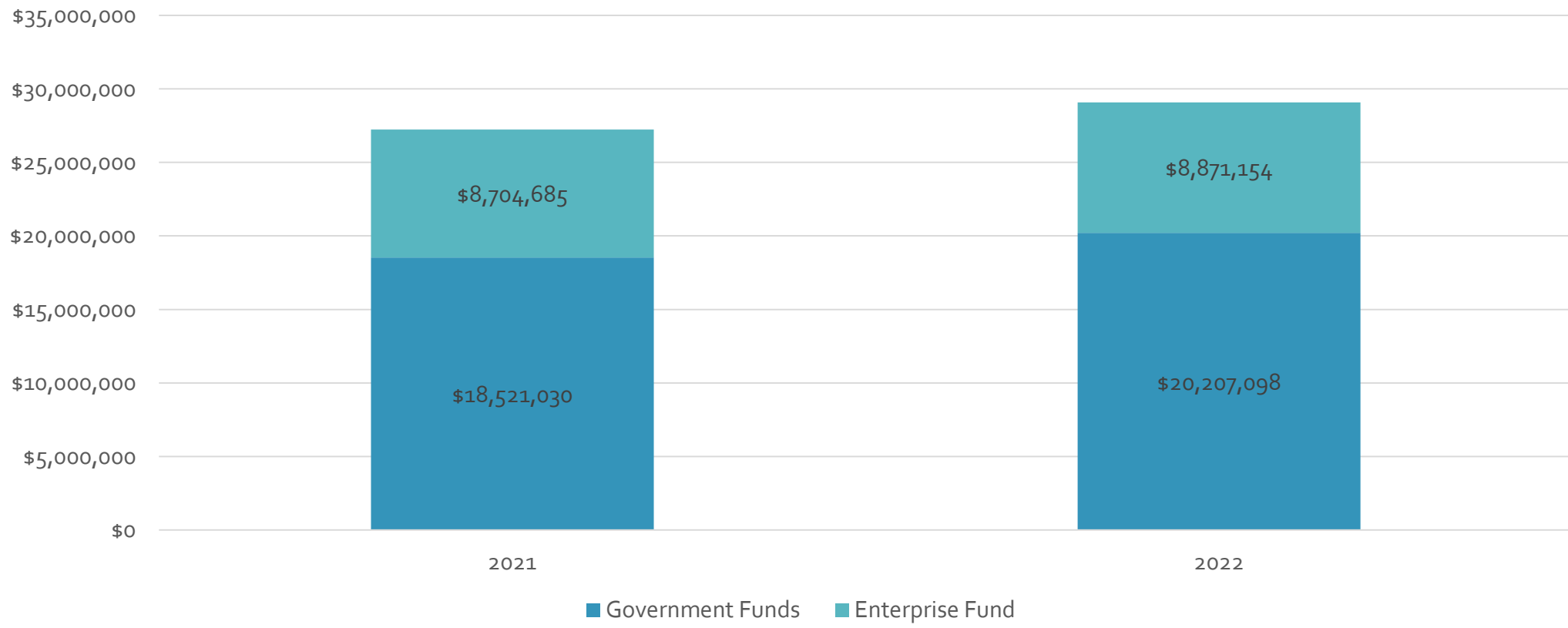
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# 2022 Budget

# Summary of 2022 Budget Process

- **April 7 – Council retreat held to develop priorities**
- **August 16 – Proposed Draft Budget presented to Council**
- **August 17 – Budget available for public inspection**
- **Public Budget Work Sessions Held – Sept 7, Sept 20, October 4 and 18**
- **Public Hearing – October 19**
- **Budget adoption scheduled for October 19**

# Total Budget Comparison 2022 to 2021



# Government Funds Overview

# The numbers – Government Funds

## Proposed Budget Revenues

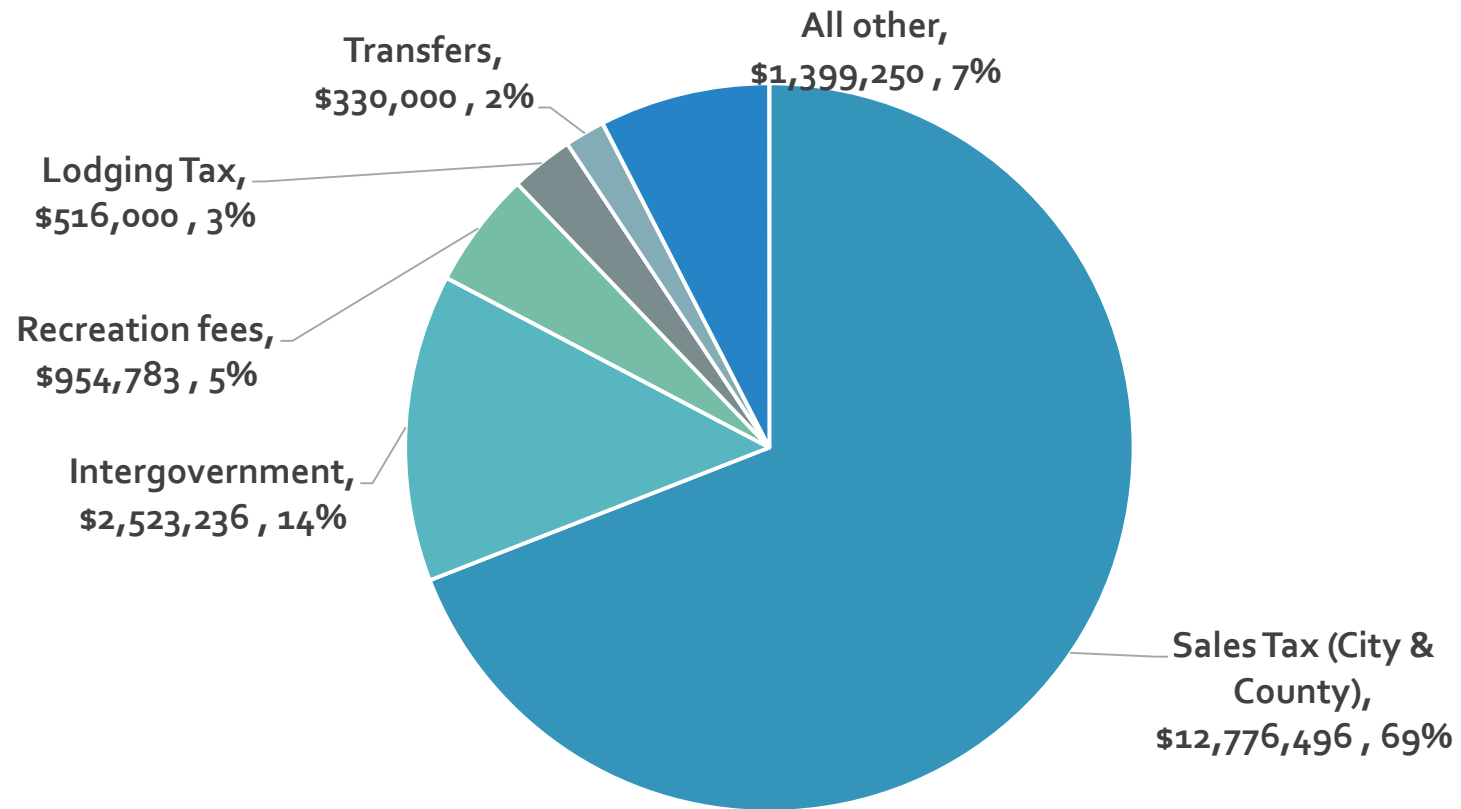
Fund	2022 Budget
General Fund	\$12,167,509
Conservation Trust	\$74,000
Streets	\$4,324,605
Capital Improvement	\$1,146,151
Economic Dev't	\$191,500
Lodging Tax	\$516,000
Housing	\$80,000
Total	\$18,499,765

## Proposed Budget Expenses

Fund	2022 Budget
General Fund	\$13,090,702
Conservation Trust	\$290,000
Streets	\$4,648,896
Capital Improvement	\$1,185,000
Economic Dev't	\$324,500
Lodging Tax	\$516,000
Housing	\$152,000
Total	\$20,207,098

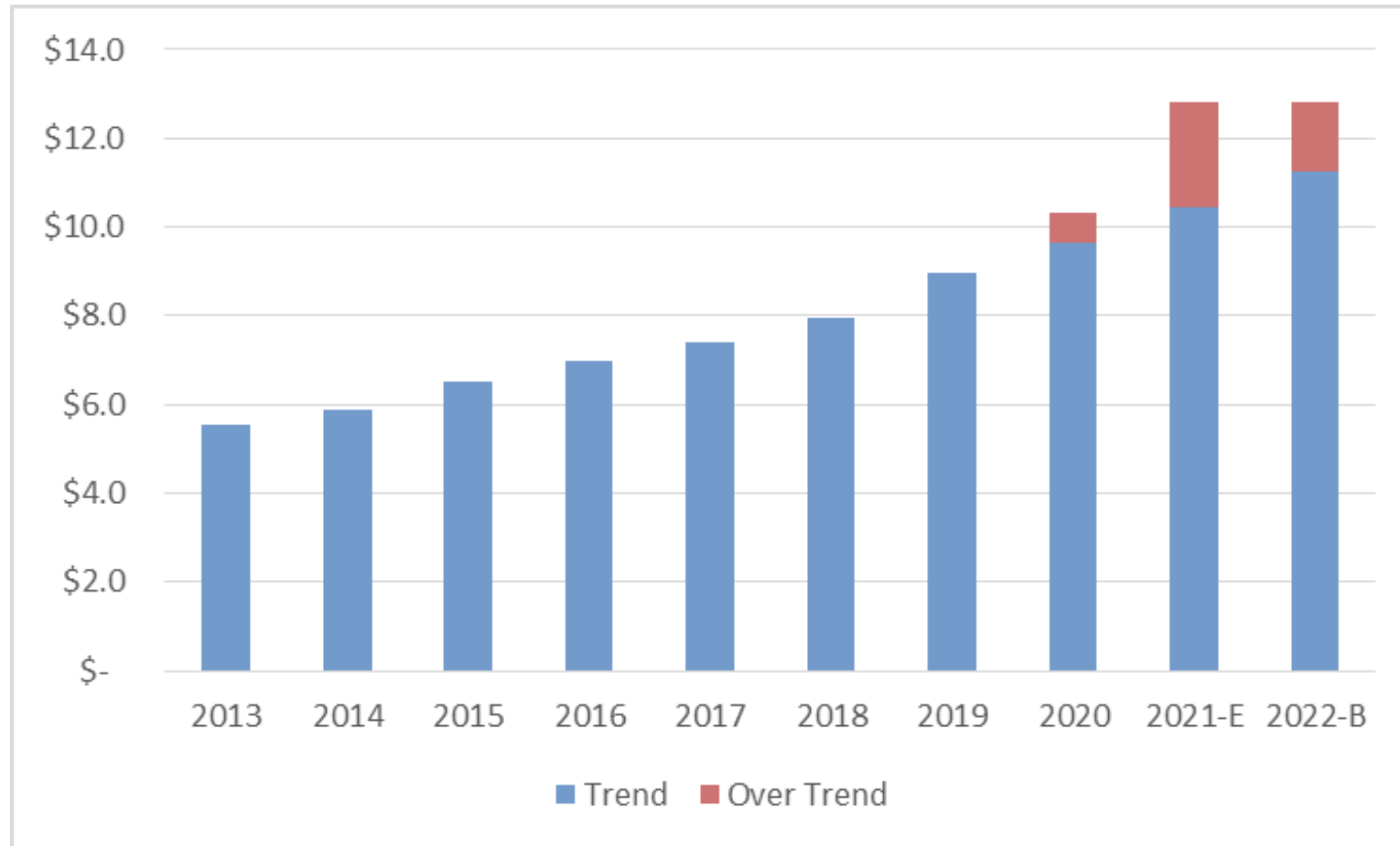


# Government Funds Revenue



# Sales (City & County) Tax Revenue Trend

\$ in millions



# Fund Comparison 2022 to 2021

	2021	2022	Increase (Decrease)	Major Reason
General Fund	\$ 10,793,738	\$ 13,090,702	\$ 2,296,964	ARP Funds, no transfer to Capital Improvement Fund
Conservation Trust Fund	340,000	290,000	\$ (50,000)	Less accumulated funds available
Streets	3,764,792	4,648,896	\$ 884,104	Grant funded Safe Routes to School project
Capital Improvement	2,235,500	1,185,000	\$ (1,050,500)	Removed soaking pool project
Economic Development	247,000	324,500	\$ 77,500	Higher contingency available to council
Lodging Tax	420,000	516,000	\$ 96,000	Higher activity and fee increase planned
Housing	720,000	152,000	\$ (568,000)	2021 included grant funded Salida Ridge Housing Project funding
	<u>\$ 18,521,030</u>	<u>\$ 20,207,098</u>	<u>\$ 1,686,068</u>	

# Key Issues-Government Funds

- Sales tax budget flat with 2021, projected to be 24% higher than 2020
- Recreation and Event fee expected to return to 2019 level
- Soaking pool project removed from budget, still in long term plan
- Significant projects funded:
  - American Rescue Plan (ARP) funding planned for housing projects
  - Splashpad
  - DOT funded Highway 50 Streetscape Project (Safe Routes to School)
  - Vandaveer site planning
- 7.5 new FTE's (full time equivalent employees)
- COLA and market adjustments to maintain workforce

# Government Fund Balance Analysis

	General Fund	Conservation Trust Fund	Streets Fund	Capital Improvement	Economic Development Fund	Lodging Tax Fund	Housing Fund
Projected Beginning Available	\$ 4,361,353	\$ 216,645	\$ 448,365	\$ 58,904	\$ 133,000	\$ -	\$ 117,741
2022 addition (use)	(1,439,191)	64,000	(324,290)	(318,849)	(83,000)	516,000	(122,000)
Interfund transfers	516,000	(280,000)		280,000	(50,000)	(516,000)	50,000
Proposed Ending 2022 Fund Balance	\$ 3,438,162	\$ 645	\$ 124,075	\$ 20,055	\$ -	\$ -	\$ 45,741
Percentage of 2021 Operating Expense	39%	N/A	14%	N/A	0%	N/A	N/A
<b>Within Fund Balance Policy?</b>	✓	✓	×	✓	×	✓	✓

*NOTE: The Streets and Economic Development Fund Balances may slip below the minimum level called for in the City's fund balance policy. However, this is due to a large one time projects in the Street Fund and a contingency placed in the Economic Development Fund. It is likely funds won't be fully expended in this budget period and if they are the funds should be replenished in 2023. Worst case, there is room in the general fund to help with any immediate cash flow needs.*

# Enterprise Funds Overview (Utilities)

# The numbers – Water & Sewer

## Proposed Budget Revenues

Fund	2022 Budget
Water	\$6,344,600
Wastewater (Sewer)	\$2,180,000
Total	\$8,524,600

## Proposed Budget Expenses

Fund	2022 Budget
Water	\$6,302,409
Wastewater (Sewer)	\$2,568,745
Total	\$8,652,700

# Water & Sewer Key Budget Issues

- Planning and financing for two large projects have been in the works for a few years, 2022 should see the majority of actual construction for:
  - the gallery transmission line replacement
  - the pasqualle spring improvements
- Sanitary Sewer Lining (CIPP) projects are planned to reduce infiltration
- Typical costs for ongoing maintenance of important infrastructure is budgeted.
- Service fees will increase according to the schedule recommended in the 2020 rate study. Impacts will be similar to the 2021 fee increases.



# Utility Fund Balance Analysis

	<b>Water Fund</b>	<b>Wastewater Fund</b>
Projected Beginning Available Reserves	\$ 3,696,462	\$ 1,165,738
2022 addition (use)	\$ 42,190	(388,745)
Proposed Ending 2022 Fund Balance	<u>\$ 3,738,652</u>	<u>\$ 776,993</u>
Percentage of 2021 Operating Expense	220%	41%
<b>Within Fund Balance Policy?</b>	<b>√</b>	<b>√</b>

*Note: Although the fund balance may appear to be high, it is important to note that utility projects are very expensive and it is necessary to "save up" for them.*



## **SEPTEMBER 2021 STAFF REPORTS**

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### **Police Department –**

- No Report.
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### **Finance Department –**

- Final adjustments to the 2022 budget have been made and a public hearing presentation has been developed.
  - OpenGov will assist with the development of an online budget which should meet the best practice requirements of OpenGov.
  - The daily work in the office continues to keep staff busy (bill paying, payroll processing, billing, reporting, reconciling, payment processing, vital records, analysis, etc.).
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### **Community Development –**

- No Report.
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### **Recreation Department –**

- See Attached.
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**Public Works –**

- See Attached.
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**Arts & Culture –**

- The exhibit from a selection of Fiber Arts Festival artists showed in the Paquette Gallery for the month. It was highlighted by the in-person Artist Reception/Creative Mixer on Sept 9. Total attendance for the free, monthly event was (45) people with live musical performance by local Red Tischer. Total viewing attendance of the exhibit throughout the month was (80) people.
  - The Arts and Culture venues were utilized for a variety of public meetings and talks throughout the month, including the commencement of all Scout Troops meeting at the Hut. Additionally, use of the venues for weddings and other celebratory events dropped off dramatically.
  - Conducted two (2) meetings with the Public Art Commission Zoom to first do a public comments/engagement meeting and then to learn of results of public survey.
  - Both Michael and Patrick attended the annual Colorado Creative Industries Summit in Steamboat Springs and participated in a day-long session with other Creative Districts from around the state.
  - TOTAL GUESTS Attending Arts & Culture Events/Meetings/Special Events during September = 1,577
    - Number of free events/no admission = 9
    - Number of attendees at free events = 410
    - Number of events paying rental fees = 13
- 

**Fire Department –**

- Wildland team members continue to assist with the wildfires out west.
- Staff took advantage of the second recycling event that was held at the Fairgrounds and was able to rid the building of several cans of old paint, used oil and other recyclables.
- Staff assisted with the annual 4th grade bicycle rodeo at Longfellow Elementary School.
- The department conducted a haz-mat drill with the staff at the HRRMC Oncology Department. We had a simulated chemical spill and worked with staff on proper containment/isolation procedures, evacuation

and safety of staff and patients. In the end, we had more questions than answers but we are working diligently to find solutions and then we will conduct the drill again.

- Envision Chaffee County is conducting Chaffee Chips in the Methodist Mountain subdivisions this weekend. We will be providing a Type VI engine from the fire district to haul trailers to and from the landfill.

## **Clerk's Office –**

### Courtside:

- Sara is training with Kathy to learn the process for electronic parking tickets under the new ordinance and state regulations.
- Continue to send test messages to defendants with court updates and reminder payment details.
- Kathy continues to train Sara on court and Sara is there to support her and especially help with technical difficulties.

### Clerk-side:

- Sara is updating Short Term Rental forms to reflect Ordinance 2021-15 changes.
- Working with LodgingRevs/MuniRevs to set up a system for Short Term Rental owners to apply for licenses on their platform, renew, and pay Occupational Lodging Taxes.
- Processing third quarter Occupational Lodging Taxes.
- Sara is running Special Events meetings, working with organizers, and has invited Public Health to meetings so they can work with organizers at the same time (organizers should be reaching out separately CCPH but Sara is streamlining the process).
- Continue to work through the election process, contacting and having candidates remit their Candidate Affidavit and Contribution/Expenditure reports.
- Will be sending the Election Notice to the paper and drafting a press release for the public.
- Erin attended the annual CML Conference. This will go towards Experience credits for Clerk accreditation.
- Erin will be attending the CMCA (Colorado Municipal Clerk's Association) Conference October 18-22. This will go towards Experience credits for Clerk's accreditation.

- Working with the Department of Revenue on their new Tobacco licensing program. Assisting Tobacco licensees with their application for the state level.
- Continue to work with MSI to start the digitization project for paper/microfiche/CD files.

## 10/19/21 City Council Parks and Recreation Department Report

### General

- Creating contract for Skatepark landscaping
- Working with FIBArk on various projects
- Beginning conversation with Elliott about eBikes
- S mt lights discussion
- AC schedule/price change
  - Leisure pool M-F 6-8pm when Swim Team there.
  - After 12pm \$11
- New procedure/prices: communication plan
- Concessions at AC
- AC Brochure with schedule
- Programming...more coming. Community Center use?

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### Aquatic

- Working with Amilia to get our Access Management up and running
- Put the new schedule into Amilia- we decided to keep reservations for now
- Fall lesson filled up in two days - Lessons start Oct 19th
- Working on a procedure manual for staff
- Certified Front desk staff in CPR/First Aid
- Working on cleaning out some of our inventory
- Babysitting training - Friday the 15th & Saturday the 16th
- Parent/Tot swim is back - Tuesdays and Thursdays 9AM-10:30AM
- Salida Cyclones are still practicing on Mondays & Wednesdays 6pm-8pm and Saturdays 7am-9am
- Dive and Jive is back - October 22 from 7pm-9pm- Middle school aged kids only

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### Facilities

- Rec office lights
- Rec storage room lights
- Parking Lot lights
- Utility upgrade meeting
- Soaking pool project bid at 2.75 million and is back on hold
- Meet with CHPhipp to discuss what to do about the soaking pools project
- Looking into a snow blower
- ordered lights for the Centennial Pavilion
- ordered lights for Chisholm Park.
- Meet with Mountain Top Electric to discuss potential projects downtown and onsite at Centennial
- ordered/received door alarms

- ordered/received DPD
- installed all new parts for the meter and it is back up and pushing data to the server
- Reviewed electrical engineering proposal for boiler replacement project
- replaced a grate by the slide
- replaced a light on the exterior of the front office
- ordered new relay and pump for the boiler
- Called Jay with Tolin to see when he can come out to see why the pumps keep burning out
- swapped out a driver for the light above the guard stand
- phase 2 of fuel mitigation at the source coordination
- west wing sewer snake
- Retrofitted parking lot lights to LED's.
- Look at riverside bandshell lights to see if retrofitting is possible
- month end data entry
- month beginning bench sheet layout
- work with Jay from Tolin on boiler issues
- ordered acid for shutdown
- look into new shower curtains for the locker rooms
- ordered back up motor for secondary loop boiler pump
- ordered 4" flanges and gaskets
- ordered the flame probe and spark electrode for the boilered
- drain pools
- F street bridge lights opened and assessed
- power washing
- re-stripe parking lot
- Tolin has been onsite to work on HVAC units
- Wastewater Plant HVAC

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### **Parks, Trails and Open Space**

- Aeration/Fertilizer Application
  - Irrigation Blowout/Centennial
  - Fall Cleanup - Leaves/Gladiolus
  - Chisholm Vandalism
  - Community Service Events 10/13 & 10/21 Confirm Times
  - Bike repair station installation
  - Continued irrigation repairs at Mac Witty intersection
  - Continued support with off site debris removal for disc golf course construction
  - Snow removal operations planning underway
  - Playground wood chip tilling
  - Purchased heated power washer for graffiti removal
  - Placed and removed a trash can along the F St. side of Alpine Park
  - Installed a memorial bench for Cathy Armenta at Alpine Park
-

### Recreation

- Kickball Wraps up next week
  - Floating Pumpkin Patch Scheduled for October 29 from 4-6 at the aquatic center with games and decorating in the lobby
    - pumpkins?
  - Pickleball Contract is underway at the fairgrounds
  - Looking into camp Friday next month, starting on November 5th
  - Youth and Adult Basketball are on track to be starting in early January
  - The community resource guide is due November 5 and will be coming out on November 31
  - The ski bus starts in December
  - We are looking into kayak roll, kayak polo, volleyball, and dodgeball for early next year
  - Working on creating a better scholarship
  - Trying to find space for mahjong/game time
  - Ukulele class just finished. We had 14/10 participants and so far the post-program survey is rating it very highly.
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## Public Works Department Report

### October 2021

#### Planning/Engineering/Construction

- Planning
  - Streets
    - Future CDOT Local Agency Project (Oak St., SRTS sidewalks, crossings)
      - Design proposals received – interviews underway
    - Preliminary design and planning for 2022 work (10<sup>th</sup>, 12<sup>th</sup>, other overlays)
  - Utilities
    - Updating Emergency Response Plans
    - Updated Poncha sewer trunk line analysis
    - Attended statewide RMWEA water and sewer conference
    - Work with consultant on finalizing Pasqualle WTP design
- Capital Projects
  - US-50 Phase IV Streetscape/CDOT ADA - complete
  - 2021 Street Reconstruction
    - E Crestone – complete
    - Poncha Blvd – complete
    - B St. – complete with some punch list items
    - I St. – complete with some punch list items
  - Storm Water Improvements by F St./Riverside Park – Restart Oct 2021
  - Bar Screen Replacement Project – Equipment procurement underway
  - 2021 Sewer Reconstruction Project – complete
  - 2021 Sewer CIPP – additional change order work planned for November
  - Low Zone Water Main Replacement underway along west US-50.



Figure 1 – Low Zone Waterline Replacement

## Operations

- Streets
  - Tree program work
  - Storm inlets and c&g assistance along west 1<sup>st</sup> Street
  - Finished concrete improvements at entryway to PW shop
  - Pothole and asphalt maintenance
- Utilities
  - Field Utilities
    - Continue with CCTV inspection of city sewer mains. This past month focused on the trunk line along US-50.
    - Ongoing inspections for development related work
    - Smart meter upgrades
      - Note: meter components were backlogged several months due to shipping and chip availability. Partial shipment recently received.
  - Water Treatment
    - Routine sampling including lead and copper.
    - Work with consultant on security upgrades
    - Address minor improvements at treatment sites
  - Wastewater Treatment
    - Additional sampling upstream of plant per discharge permit requirements
    - Replace digester grinder pump
    - Work with Tolin Mechanical to evaluate HVAC systems
    - Pump repairs and other routine maintenance



- **18325 CR 366:** A permit was issued for a storage building at Adventures Unlimited.

#### **Salida**

- **116 Old Stage Road:** A permit was issued for a mixed-use building at this location.
- **104 Crestone Ave:** A permit was issued for a minor interior remodel of the County Assessor's office.
- **709 Palmer Ave:** A permit was issued for a shade structure at the Boy's and Girl's Club.
- **123 W 1<sup>st</sup> Street:** A permit was issued to install a mechanical hood at this location.

#### **C. Inspection Totals**

- We performed 1,240 field inspections in the month of September.
- We issued 88 certificates of occupancy in August.

## **II. Planning & Zoning**

### **A. Land Use Code:**

- Bob Christiansen, Becky Gray, Beth Helmke, Miles Cottom, Greg Laudenslager, Daniel Tom, and Marjo Curgus conducted interviews with four out of the five applicants that submitted RFPs for the rewrite of the Land Use Code. These firms include Fairfield and Woods, Pel-Ona, Kendig Keast and Sustainable Futures LLC. An interview with Logan Simpson will be held October 14<sup>th</sup>.
- Staff from Development Services worked with Daniel Tom, Brenda Mosby and Paul Harford to finalize the details associated with Development Services implementation of the SmartGov project management software.
- The Clerk to the Planning Commission, Lynne Drogosz, is retiring at the end of this year. The job description has been posted for her replacement and staff has received two applications thus far. Staff plans to conduct interviews the week of October 25<sup>th</sup>.

### **B. Land Use (Current):**

#### **Applications Scheduled for Planning Commission:**

- October 5, 2021
  - Land Use Code Text Amendment – Certified Mail to First Class Mail for Public Notice
  - Callaway Minor Subdivision, Sketch Plan
  - Ogden, Major Subdivision Preliminary/Final
- October 26, 2021
  - Peak View Major Subdivision, Preliminary
  - El Rancho Vaquero Minor Subdivision, Final Plat
- November 30, 2021
  - At Home Vet, Limited Impact Review
  - Timber Creek Conservation Major Subdivision, Sketch Plan
  - Morrison Minor Subdivision, Final Plat

#### **Applications Scheduled for Board of County Commissioners:**

- October 5, 2021
  - Martellaro-Veltri, Minor Subdivision Final Plat

- October 12, 2021
  - Ogden, Major Subdivision Preliminary/Final
  - Jones Appeal
  - Hiser Ranch Agricultural Subdivision Exemption
- October 19, 2021
  - Land Use Code Text Amendment – Certified Mail to First Class Mail for Public Notice
- November 16, 2021
  - El Rancho Vaquero Minor Subdivision, Final Plat
  - Morrison Minor Subdivision, Final Plat
  - Timber Creek Conservation Major Subdivision, Sketch Plan

#### **Applications Requiring Applicant Action:**

- The Held Brothers Minor Subdivision – Awaiting Final Plat application for referral agency review.
- Ruby Mountain Minor Subdivision - Awaiting Final Plat application for referral agency review. *Note: Plat indicates there is to be no further subdivision.*

#### **Out of Compliance Applications:**

- Estates at Mt. Princeton Phase II & III - Staff is determining the completeness of this application.

### **C. Subdivisions subject to SIA with Lot Sales Restrictions:**

1. Estates at Mt. Princeton: Staff met with the applicant on September 30, 2019, see out of compliance applications.
2. River Meadow Estates Addition, Fil. 1-4; LSR was extended through October 20, 2029
3. Shikoba Acres Fil. 2: LSR was extended through July 6, 2023.
4. Bos Minor Subdivision: LSR on all 4 lots through November 11, 2019. This will require extension.
5. Chipeta Meadows Minor Subdivision: LSR on Lot 1 through July 13, 2019. This requires extension
6. Longhorn Ranch: Chaffee County holds an escrow account of \$10,000 for completion of improvements.
7. Oak Leaf Solar Farm: Improvements and Maintenance Agreement through July 27, 2019. The applicant has submitted the funds required by the Improvements Agreement and has submitted an application for the building permit.
8. Rafter's Roost: Improvements and Maintenance Agreement through October 31, 2021 for Phase I and through October 31, 2024 for Phase II.
9. Strother Minor Subdivision: LSR through July 7, 2023.

### **D. Violation Investigations**

1. Staff is researching if a bar/lounge on Rural zoned property is being used for commercial uses that it is not currently permitted for.

## **III. Engineering**

### **A. Road and Bridge**

1. Granite Bridge: See section E. Engineering projects.

### **B. Plan Review**

1. Staff reviewed the following subdivisions:

- a. Aspire traffic report.
- b. Cozart estates Civil drawings.

### **C. OWTS Program**

- 1. In September, staff reviewed 17 OWTS designs, issued 17 OWTS permits, and 1 is on hold. Total permits issued in 2021: 138 (36 more than in 2020 or + 20%).

### **D. Regional engineering plan review and inspection**

- 1. The Director of Building services and staff met with the Buena Vista Town Administrator and Public Works Director to discuss the IGA and the Town 's regulations regarding OWTS systems in the Buena Vista Source Water Protection District.
- 2. An owner of the Tennessee ditch contacted staff regarding drainage work along and around CR 107, that may have caused the ditch to be filled with silt after rain storms. Staff is investigating the complaint.

### **E. Engineering Projects**

- 1. Army Corp of Engineers, "Waters of the USA", violations:
  - a. 30450 CR 371; No news to report
- 2. Fair grounds:
  - a. North building:
    - i. Heating/cooling units: The contractor was informed that the delivery of the new diffusers will be delayed another 6 weeks. Once the diffusers have been installed this project will be completed.
    - ii. Remodel the North Building: No news to report.
  - b. Master plan update: The architect is currently making changes to the design and the final plan will be ready in October.
  - c. Generator: No submittals were received. Staff is looking at splitting the work into civil and electrical.
  - d. A water line broke and DSI repaired it at no cost.
  - e. The county had an environmental assessment (Phase I) done on the Shavano Recycling center. The assessment came back with the conclusion no hazards have been noted.
- 3. Chaffee County Administration Building:
  - a. AV design: staff is waiting for the design bid from Wold.
- 4. New Driveway:
  - a. Trash dumpster: concrete has been poured.
  - b. Stabilization of the bump-out/storage:
    - i. Staff has approved the design for the new façade and the permit has been issued for the bump-out/storage area.
  - c. Repair damaged Clerk's breakroom: The exterior damage will be repaired when the new façade is installed.
- 5. Public safety Building BV:
  - a. The project preliminary design is at 95%.