

**TOWN OF COLUMBINE VALLEY
BOARD OF TRUSTEES MEETING**

November 16, 2021

6:30PM

A G E N D A

1. ROLL CALL 6:30
2. PLEDGE OF ALLEGIANCE
3. PUBLIC COMMENT
Each speaker will be limited to three minutes. The Board of Trustees is not authorized by the Colorado Open Meetings Law to discuss, comment, or act at the meeting on any issue raised by public comment. The mayor may refer the matter to the Town Administrator or Town Attorney for immediate comment, or to staff to obtain additional information and report back to the Board as appropriate.
4. CONSENT AGENDA Mayor Palmer
 - a. Approval of October 19, 2021 Minutes
5. REPORTS
 - a. Mayor
 - b. Trustees
 - c. Finance Report
 - d. Town Administrator
 - e. Chief of Police
6. OLD BUSINESS
 - a. Trustee Bill #5 – Number of Pets (2nd Reading) Mr. Schiller
 - b. **PUBLIC HEARING** – Trustee Bill #6 Mayor Palmer
 - i. Trustee Bill #6 – Speed Limit (2nd Reading) Mr. Schiller
 - c. **PUBLIC HEARING** - 2022 Town Budget Mayor Palmer
 - i. Presentation of the 2022 Town Budget Sue Blair
7. NEW BUSINESS
 - a. Dispatch IGA with Arapahoe County Chief Cottrell
 - b. Opioids Settlement MOU Mr. Schiller
 - c. Set December Trustees Meeting for December 14, 2021 Mr. McCrumb
8. Executive Session - *An executive session to discuss personnel matters, involving performance and compensation, pursuant to C.R.S. § 24-6-402(4)(f).*
9. ADJOURNMENT

TOWN OF COLUMBINE VALLEY

BOARD OF TRUSTEES

Minutes

October 19, 2021

Mayor Palmer called the Regular Meeting of the Trustees to order at 6:30 p.m., in the Conference Room at the Town Hall at 2 Middlefield Road, Columbine Valley, Colorado. Roll call found the following present:

Trustees: Roy Palmer, Bruce Menk, Kathy Boyle, Bill Dotson, Mike Giesen, Ed Icenogle, and Jim Tarpey
Also present: Lee Schiller, J.D. McCrumb, Diane Rodriguez, and Bret Cottrell

PUBLIC COMMENT: Mara Marks, 8 Driver Lane, supports the reduction of speed proposed on Fairway Lane and encourages discussion to consider alternate means of enforcement.

Jared Hamilton, 7 Fairway Lane, echoes Ms. Marks comments.

CONSENT AGENDA:

ACTION: upon a motion by Trustee Tarpey and a second by Trustee Boyle, the Board of Trustees unanimously approved the consent agenda as presented.

REPORTS

- A. The mayor updated the Trustees on the subjects (census, and homelessness and transportation grants) recently discussed by the Metro Mayors Caucus; Columbine Valley's population was recorded as 1,502 for 2020.
- B. No Trustees offered reports.
- C. Mrs. Rodriguez reviewed the Town's September financials as presented in the Trustees Packet.
- D. Mr. McCrumb reviewed his report as presented in the Trustees Packet.
- E. Chief Cottrell reviewed his report as presented in the Trustee Packet.

OLD BUSINESS

- A. **Trustee Bill #4 – Trustee Term Clean-Up (2nd Reading):** Mr. McCrumb presented the need to clean up trustee terms prior to the 2022 municipal election.

ACTION: upon a motion by Trustee Icenogle and a second by Trustee Menk, the Board of Trustees unanimously approved Trustee Bill #4 on 2nd Reading.

NEW BUSINESS

- A. **Resolution #2, 2021 – Mail Ballot Election:** Mr. McCrumb presented the resolution establishing a mail ballot election for the towns 2022 municipal election of Trustees and the Mayor. The Trustees asked clarifying questions and had a brief discussion.

ACTION: upon a motion by Trustee Icenogle and a second by Trustee Tarpey, the Board of Trustees unanimously approved Resolution #2, 2021.

- B. **Resolution #3, 2021 – Election Judges:** Mr. McCrumb presented the resolution designating an election official and granting that official the ability to appoint and pay election judges. The Trustees asked clarifying questions and had a brief discussion.

ACTION: upon a motion by Trustee Icenogle and a second by Trustee Tarpey, the Board of Trustees unanimously approved Resolution #3, 2021.

- C. **Trustee Bill #5 – Number of Pets (1st Reading):** Mr. Schiller presented the ordinance limiting the number of dogs/cats in Columbine Valley to two. The Trustees asked clarifying questions and had an in-depth discussion.

ACTION: upon a motion by Trustee Menk and a second by Trustee Dotson, the Board of Trustees approved Trustee Bill #5 on 1st Reading by a vote of 6-1 (Boyle).

- D. **Trustee Bill #6 – Speed Limit (1st Reading):** Mr. Schiller presented the ordinance reducing the speed on a portion of Fairway Lane from 25 to 20 mph. The Trustees asked clarifying questions and had a brief discussion.

ACTION: upon a motion by Trustee Boyle and a second by Trustee Tarpey, the Board of Trustees unanimously approved Trustee Bill #6 on 1st Reading and set a public hearing for November 16, 2021.

- E. **Presentation of 2022 Town Budget:** Mr. McCrumb presented the draft budget. The Trustees asked clarifying questions and had an in-depth discussion.

ACTION: upon a motion by Trustee Dotson and a second by Trustee Menk, the Board of Trustees unanimously set a public hearing for November 16, 2021.

ADJOURNMENT: There being no further business, the meeting was adjourned at approximately 8:47 p.m.

Submitted by,
J.D. McCrumb, Town Administrator

** All reports and exhibits listed "as attached" are available on the Columbine Valley web site and by request at Town Hall.
** All minutes should be considered in DRAFT form until approved by the Board of Trustees at the next regular meeting.*

TOWN OF COLUMBINE VALLEY
Financial Statements Ending October 31, 2021
Variance Summary

General Fund

Revenues

- General Fund Revenues are at 120% of budget
 - o Property tax collections (99% of budget)
 - o Sales and use taxes (118% of budget)
 - o Court fines (185% of budget)
 - o Unbudgeted Hunted Run violation revenue of \$151,900
 - o American rescue plan Non entitlement unit Grant of \$188,387

Administration – 64% of budget

- Bank charges 98%, \$480 per month for Wells Fargo credit card fees and \$120 per month for Bank checking account fees.
- Building Maintenance and utilities 102%, mostly for Town Hall Stucco of \$41,205 that was budgeted at \$42,000.
- Health insurance 116%. Cafeteria plan and HSA contributions unbudgeted.

Public Safety – 81% of budget

- Cruiser gas 118%. High price of gasoline.
- Cruiser insurance 109% - will check with Dana to see why this is over budget.
- Health insurance 108%. Cafeteria plan and HSA contributions unbudgeted.
- Payroll taxes at 32%. Pension & D&D was included in the taxes, so this was separated.
- Pension of \$34,554 was partially budget with taxes, but will be separated out in 2022 budget.
- Municipal court supplies 96% for Graphics Plus English to Spanish advisements & other supplies.
- Arapahoe County dispatch fee 100% paid annual.
- Govpilot 100% paid annual.
- Offsite server backup 100% paid for the year.

General Fund Expenditures

- General Fund Expenditures are at 68% of budget. In addition, a transfer to the Capital fund was made in the amount of \$1,000,000.
- The ending fund balance is \$3,123,835.

Capital Fund

- Revenues total \$2,719 from the brick sales.
- Expenditures
 - o \$6,400 for the body cameras.
 - o \$47,055 2020 Ford Interceptor
 - o \$12,550 for new furnace and air conditioner for basement
- With the \$1,000,000 transfer, the ending fund balance is \$1,447,138.

Conservation Trust Fund

- Revenues total \$6,713 with zero expenditures to date.
- Ending fund balance \$20,720.

Arapahoe County Open Space Fund

- Revenues total \$43,918 with \$3,549 expenditures to date.
- Ending fund balance \$489,727.

Impact Fees

- Impact Fee revenues \$482,600 (79% of budget) with zero expenditures to date.
- Ending fund balance \$749,816.

Transportation Fees

- Transportation fees \$96,472 (80% of budget) with zero expenditures to date.
- Ending fund balance \$96,472.

**TOWN OF COLUMBINE VALLEY
CASH POSITION
YEAR TO DATE (YTD) AS OF OCTOBER 31, 2021**

Account Activity Item Description	CHECKING	INVESTMENTS	TOTAL ALL ACCOUNTS
Wells Fargo	\$ 352,049	\$ -	\$ 352,049
Vectra Bank money market	-	4,952	4,952
Vectra Bank investment	-	413,930	413,930
C-Safe Primary	-	3,520,444	3,520,444
C-Safe Impact fee	-	762,515	762,515
C Safe CTF	-	20,719	20,719
Arapahoe County shareback	-	493,274	493,274
YTD Cash Balances	352,049	5,215,834	5,567,883
Less amount allocated for capital	-	(1,447,138)	(1,447,138)
Less amount restricted for ACOS	-	(489,727)	(489,727)
Less amount restricted for CTF	-	(20,720)	(20,720)
Less amount restricted for impact fees	-	(749,816)	(749,816)
Less amount restricted for transportation fees	-	(96,472)	(96,472)
CURRENT UNRESTRICTED/UNALLOCATED BALANCE	\$ 352,049	\$ 2,411,961	\$ 2,764,010

TOWN OF COLUMBINE VALLEY
ALLOCATION OF AVAILABLE FUND BALANCES
YEAR TO DATE (YTD) AS OF OCTOBER 31, 2021

Account Activity Item Description	General	Capital	Conservation Trust	Arapahoe Cty Open Space	Impact Fees	Transportation Fees	TOTALS
BEGINNING FUND BALANCES	\$ 2,130,611	\$ 509,367	\$ 14,001	\$ 449,205	\$ 267,095	\$ -	\$ 3,370,279
YTD REVENUES PER FINANCIAL STATEMENTS							
Taxes	1,999,938	-	-	-	-	-	1,999,938
Permits and fines	894,897	-	-	-	-	-	894,897
Intergovernmental	379,849	-	-	-	-	-	379,849
Interest	946	-	6	-	121	-	1,226
Other	3,398	-	-	153	-	-	3,398
Donations	-	2,719	-	-	-	-	2,719
Grants	188,387	-	-	-	-	-	188,387
Conservation Trust Fund entitlement	-	-	6,713	-	-	-	6,713
Arapahoe County open space fund	-	-	-	43,918	-	-	43,918
Impact fees	-	-	-	-	482,600	-	482,600
Transportation fees	-	-	-	-	-	96,472	96,472
Total YTD revenues	3,467,415	2,719	6,719	44,071	482,721	96,472	4,100,117
Total YTD expenditures	(1,474,191)	(73,948)	-	(3,549)	-	-	(1,551,688)
Excess of revenues over (under) expenditures	1,993,224	(71,229)	6,719	40,522	482,721	96,472	2,548,429
Transfers	(1,000,000)	1,000,000	-	-	-	-	-
Sale of police cruiser	-	9,000	-	-	-	-	9,000
Net change in fund balance	993,224	937,771	6,719	40,522	482,721	96,472	2,557,429
YTD ENDING FUND BALANCES	\$ 3,123,835	\$ 1,447,138	\$ 20,720	\$ 489,727	\$ 749,816	\$ 96,472	\$ 5,927,708
Budget vs actual reference	(page 4)	(page 8)	(page 9)	(page 10)	(page 11)	(page 12)	

TOWN OF COLUMBINE VALLEY
BALANCE SHEET - All FUNDS
October 31, 2021
Unaudited

	<u>General</u>
ASSETS	
Cash and investments	\$ 5,567,883
Accrued revenue	105,771
Other receivables	281,599
Property tax receivable	4,672
TOTAL ASSETS	<u>\$ 5,959,925</u>
 LIABILITIES AND FUND BALANCES	
LIABILITIES	
Accounts payable	\$ 6,660
Accrued liabilities	20,885
Deferred property tax revenue	4,672
Total liabilities	<u>32,217</u>
 FUND BALANCES	
General	3,123,835
Capital	1,447,138
Conservation trust fund	20,720
Arapahoe county open space	489,727
Impact fees	749,816
Transportation fees	96,472
Total fund balances	<u>5,927,708</u>
TOTAL LIABILITIES AND FUND BALANCES	<u>\$ 5,959,925</u>

**TOWN OF COLUMBINE VALLEY
GENERAL - SUMMARY
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
BUDGET AND ACTUAL
FOR THE TEN MONTHS ENDED OCTOBER 31, 2021
Unaudited**

	YTD Actual	Adopted Annual Budget	YTD Variance from Annual Budget	Percent of Annual Budget (83% YTD)
REVENUES				
Taxes	\$ 1,999,938	\$ 1,791,526	\$ 208,412	112%
Permits and fines	894,897	695,000	199,897	129%
Intergovernmental	379,849	397,968	(18,119)	95%
Interest	946	11,500	(10,554)	8%
Other	3,398	-	3,398	-
Grants	188,387	-	188,387	-
Total revenues	<u>3,467,415</u>	<u>2,895,994</u>	<u>571,421</u>	<u>120%</u>
EXPENDITURES				
Administration	652,342	1,022,297	(369,955)	64%
Planning and engineering	31,876	50,955	(19,079)	63%
Public safety	623,433	767,580	(144,147)	81%
Public works	166,540	329,290	(162,750)	51%
Total expenditures	<u>1,474,191</u>	<u>2,170,122</u>	<u>(695,931)</u>	<u>68%</u>
EXCESS OF REVENUES OVER EXPENDITURES	<u>1,993,224</u>	<u>725,872</u>	<u>1,267,352</u>	<u>275%</u>
OTHER FINANCING USES				
Transfer to capital	(1,000,000)	(500,000)	(500,000)	200%
Total other financing uses	<u>(1,000,000)</u>	<u>(500,000)</u>	<u>(500,000)</u>	<u>200%</u>
NET CHANGE IN FUND BALANCE	993,224	<u>\$ 225,872</u>	<u>\$ 767,352</u>	
BEGINNING FUND BALANCE	<u>2,130,611</u>			
ENDING FUND BALANCE	<u>\$ 3,123,835</u>			

TOWN OF COLUMBINE VALLEY
GENERAL - DETAILS
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
BUDGET AND ACTUAL
FOR THE ONE MONTH AND TEN MONTHS ENDED OCTOBER 31, 2021
Unaudited

	Current Month	YTD Actual	Adopted Annual Budget	YTD Variance from Annual Budget	Percent of Annual Budget (83% YTD)
REVENUES					
Taxes					
Cable television	\$ 3,747	\$ 30,861	\$ 36,000	\$ (5,139)	86%
Property taxes	4	431,219	435,891	(4,672)	99%
Sales and use taxes	170,305	1,463,979	1,243,482	220,497	118%
Specific ownership taxes	2,398	25,131	26,153	(1,022)	96%
Utility franchise fees	5,560	48,748	50,000	(1,252)	97%
Total taxes	182,014	1,999,938	1,791,526	208,412	112%
Permits and fines					
Court fines	6,552	92,394	50,000	42,394	185%
Permits, fees and services	75,938	650,603	645,000	5,603	101%
Violations	51,975	151,900	-	151,900	-
Total permits and fines	134,465	894,897	695,000	199,897	129%
Intergovernmental					
Bow Mar IGA	-	295,095	295,168	(73)	100%
Bow Mar IGA admin	-	20,000	25,000	(5,000)	80%
County highway tax revenue	1,250	16,820	15,000	1,820	112%
Motor vehicle registration fees	507	4,970	6,000	(1,030)	83%
State cigarette tax apportionment	-	1,395	800	595	174%
State highway user's tax	9,900	41,569	56,000	(14,431)	74%
Total intergovernmental	11,657	379,849	397,968	(18,119)	95%
Interest	83	946	11,500	(10,554)	8%
Other	614	3,398	-	3,398	-
Grants	-	188,387	-	188,387	-
TOTAL REVENUES	328,833	3,467,415	2,895,994	571,421	120%
EXPENDITURES					
Administration					
Accounting and audit	3,756	51,043	67,500	(16,457)	76%
Advertising/notices	-	161	500	(339)	32%
Bank/credit card fees	759	4,994	5,100	(106)	98%
Building inspection and planning review	11,688	202,960	290,250	(87,290)	70%
Building maintenance and utilities	1,861	61,866	60,938	928	102%
Community functions	2,515	29,429	48,000	(18,571)	61%
Computer expense	918	6,686	14,500	(7,814)	46%
County treasurer's collection fees	-	4,314	4,359	(45)	99%
Dues and publications	-	7,476	8,650	(1,174)	86%
Education and training	-	334	12,000	(11,666)	3%
Emergency response and preparedness	-	2,076	3,000	(924)	69%
Health insurance	2,910	37,185	32,000	5,185	116%
Insurance and bonds	-	22,900	30,900	(8,000)	74%
Legal	-	17,776	60,000	(42,224)	30%
Mayor/monthly breakfasts	-	-	1,900	(1,900)	0%
Miscellaneous	1	530	2,300	(1,770)	23%
Payroll taxes	752	8,137	22,600	(14,463)	36%
Pension	826	8,664	11,300	(2,636)	77%
Salaries	16,981	172,122	226,000	(53,878)	76%

TOWN OF COLUMBINE VALLEY
GENERAL - DETAILS
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
BUDGET AND ACTUAL
FOR THE ONE MONTH AND TEN MONTHS ENDED OCTOBER 31, 2021
Unaudited

	Current Month	YTD Actual	Adopted Annual Budget	YTD Variance from Annual Budget	Percent of Annual Budget (83% YTD)
Special projects	-	-	14,000	(14,000)	0%
Supplies, printing, postage	25	8,022	13,000	(4,978)	62%
Telephone/communications	175	5,667	6,500	(833)	87%
Emergency reserve	-	-	87,000	(87,000)	0%
Total administration	43,167	652,342	1,022,297	(369,955)	64%
Planning and engineering					
Town planning	(300)	19,339	36,000	(16,661)	54%
Town engineer	(2,536)	12,537	13,455	(918)	93%
Miscellaneous	-	-	1,500	(1,500)	0%
Total planning and engineering	(2,836)	31,876	50,955	(19,079)	63%
Public safety					
Operations					
Cruiser gas	2,757	14,147	12,000	2,147	118%
Cruiser oil/maintenance	1,271	3,965	18,000	(14,035)	22%
Cruiser insurance	706	7,662	7,000	662	109%
Education/training	-	1,687	10,000	(8,313)	17%
Equipment repair	-	314	5,000	(4,686)	6%
Health insurance	5,141	56,154	52,000	4,154	108%
Workers comp insurance	-	24,577	28,840	(4,263)	85%
Payroll taxes	(29,775)	14,790	46,620	(31,830)	32%
Pension	34,554	34,554	-	34,554	-
Salaries	30,471	372,681	466,200	(93,519)	80%
Supplies/miscellaneous	345	7,631	13,600	(5,969)	56%
Telephones/air cards	321	1,606	2,500	(894)	64%
Uniforms	-	3,361	10,000	(6,639)	34%
Total operations	45,791	543,129	671,760	(128,631)	81%
Municipal court					
Judge	500	5,000	8,000	(3,000)	63%
Legal	-	23,718	27,500	(3,782)	86%
Administration	-	631	2,000	(1,369)	32%
Supplies	1	1,912	2,000	(88)	96%
Interpreter	200	1,800	2,000	(200)	90%
Total municipal court	701	33,061	41,500	(8,439)	80%
Contracts					
Arapahoe county dispatch fee	-	31,949	31,949	-	100%
Tri-tech software	-	700	1,189	(489)	59%
Humane society	-	-	500	(500)	0%
Juvenile assessment	-	782	782	-	100%
Netmotion	-	-	500	(500)	0%
CACP	-	-	150	(150)	0%
CISC	-	-	1,000	(1,000)	0%
WhenIWork	-	-	450	(450)	0%
Total contracts	-	33,431	36,520	(3,089)	92%
Computer/IT					
Offsite server backup	450	1,800	1,800	-	100%
Office 365 accounts	-	1,056	2,500	(1,444)	42%
Scheduled computer replacement	-	956	3,500	(2,544)	27%
Govpilot	-	10,000	10,000	-	100%

TOWN OF COLUMBINE VALLEY
GENERAL - DETAILS
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
BUDGET AND ACTUAL
FOR THE ONE MONTH AND TEN MONTHS ENDED OCTOBER 31, 2021
Unaudited

	Current Month	YTD Actual	Adopted Annual Budget	YTD Variance from Annual Budget	Percent of Annual Budget (83% YTD)
Total computer/IT	450	13,812	17,800	(3,988)	78%
Total public safety	46,942	623,433	767,580	(144,147)	81%
Public works					
Ground maintenance	1,833	5,650	7,300	(1,650)	77%
Health insurance	906	6,290	4,000	2,290	157%
Miscellaneous	31	31	-	31	0%
Other drainage/water	-	-	5,000	(5,000)	0%
Payroll taxes	(2,223)	2,176	6,410	(4,234)	34%
Pension	2,705	2,705	-	2,705	-
Professional fees-mosquito control	-	6,645	7,500	(855)	89%
Salary	5,024	52,710	75,000	(22,290)	70%
Sanitation/trash/recycle service	7,929	77,673	92,000	(14,327)	84%
Signs maintenance	96	405	1,040	(635)	39%
Snow removal	-	1,038	4,000	(2,962)	26%
Storm water permit process/NPDES	257	1,271	7,500	(6,229)	17%
Street and gutter maintenance	-	761	60,000	(59,239)	1%
Streets and gutters contingency	-	-	40,000	(40,000)	0%
Street lighting	2,491	8,728	15,000	(6,272)	58%
Striping	-	139	1,040	(901)	13%
Vehicle maintenance	12	318	3,500	(3,182)	9%
Total public works	<u>19,061</u>	<u>166,540</u>	<u>329,290</u>	<u>(162,750)</u>	<u>51%</u>
TOTAL EXPENDITURES	<u>106,334</u>	<u>1,474,191</u>	<u>2,170,122</u>	<u>(695,931)</u>	<u>68%</u>
EXCESS OF REVENUES OVER EXPENDITURES	<u>222,499</u>	<u>1,993,224</u>	<u>725,872</u>	<u>1,267,352</u>	<u>275%</u>
OTHER FINANCING USES					
Transfer to capital	-	(1,000,000)	(500,000)	(500,000)	200%
Total other financing uses	<u>-</u>	<u>(1,000,000)</u>	<u>(500,000)</u>	<u>(500,000)</u>	<u>200%</u>
NET CHANGE IN FUND BALANCE	<u>\$ 222,499</u>	<u>\$ 993,224</u>	<u>\$ 225,872</u>	<u>\$ 767,352</u>	
BEGINNING FUND BALANCE		<u>2,130,611</u>			
ENDING FUND BALANCE		<u>\$ 3,123,835</u>			

TOWN OF COLUMBINE VALLEY
CAPITAL
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
BUDGET AND ACTUAL
FOR THE TEN MONTHS ENDED OCTOBER 31, 2021
Unaudited

	<u>YTD Actual</u>	<u>Adopted Annual Budget</u>	<u>YTD Variance from Annual Budget</u>	<u>Percent of Annual Budget (83% YTD)</u>
REVENUES				
Donations (Brick sales)	\$ 2,719	\$ 21,500	\$ (18,781)	13%
Total revenues	<u>2,719</u>	<u>21,500</u>	<u>(18,781)</u>	<u>13%</u>
EXPENDITURES				
Public safety				
Town hall security	-	12,000	(12,000)	0%
Body cameras	6,400	10,000	(3,600)	64%
Vehicle	47,055	45,000	2,055	105%
Administration				
Columbine park stage	7,943	25,000	(17,057)	32%
Public works				
Furnace and air conditioner	12,550	-	12,550	-
Lightpole replacement	-	12,000	(12,000)	0%
Truck - snow removal	-	56,000	(56,000)	0%
Total expenditures	<u>73,948</u>	<u>160,000</u>	<u>(86,052)</u>	<u>46%</u>
EXCESS OF EXPENDITURES OVER REVENUES	<u>(71,229)</u>	<u>(138,500)</u>	<u>67,271</u>	<u>51%</u>
OTHER FINANCING SOURCES				
Transfer from general	1,000,000	500,000	500,000	200%
Sale of police cruiser	9,000	-	9,000	-
Total other financing sources	<u>1,009,000</u>	<u>500,000</u>	<u>509,000</u>	<u>202%</u>
NET CHANGE IN FUND BALANCE	<u>937,771</u>	<u>\$ 361,500</u>	<u>\$ 576,271</u>	
BEGINNING FUND BALANCE	<u>509,367</u>			
ENDING FUND BALANCE	<u><u>\$ 1,447,138</u></u>			

**TOWN OF COLUMBINE VALLEY
CONSERVATION TRUST
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
BUDGET AND ACTUAL
FOR THE TEN MONTHS ENDED OCTOBER 31, 2021**

Unaudited

	<u>YTD Actual</u>	<u>Adopted Annual Budget</u>	<u>YTD Variance from Annual Budget</u>	<u>Percent of Annual Budget (83% YTD)</u>
REVENUES				
Conservation Trust Fund entitlement	\$ 6,713	\$ 6,000	\$ 713	112%
CTF interest	6	150	(144)	4%
Total revenues	<u>6,719</u>	<u>6,150</u>	<u>569</u>	<u>109%</u>
EXPENDITURES				
Conservation trust fund expenditures	-	6,000	(6,000)	0%
Total expenditures	<u>-</u>	<u>6,000</u>	<u>(6,000)</u>	<u>0%</u>
NET CHANGE IN FUND BALANCE	6,719	<u>\$ 150</u>	<u>\$ 6,569</u>	
BEGINNING FUND BALANCE	<u>14,001</u>			
ENDING FUND BALANCE	<u>\$ 20,720</u>			

**TOWN OF COLUMBINE VALLEY
ARAPAHOE COUNTY OPEN SPACE FUND
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
BUDGET AND ACTUAL
FOR THE TEN MONTHS ENDED OCTOBER 31, 2021**

	Unaudited			
	<u>YTD Actual</u>	<u>Adopted Annual Budget</u>	<u>YTD Variance from Annual Budget</u>	<u>Percent of Annual Budget (83% YTD)</u>
REVENUES				
Arapahoe County open space revenues	\$ 43,918	\$ 41,783	\$ 2,135	105%
ACOP interest	153	2,750	(2,597)	6%
Total revenues	<u>44,071</u>	<u>44,533</u>	<u>(462)</u>	<u>99%</u>
EXPENDITURES				
Trails master plan	3,549	10,000	(6,451)	35%
Total expenditures	<u>3,549</u>	<u>10,000</u>	<u>(6,451)</u>	<u>35%</u>
NET CHANGE IN FUND BALANCE	40,522	<u>\$ 34,533</u>	<u>\$ 5,989</u>	
BEGINNING FUND BALANCE	<u>449,205</u>			
ENDING FUND BALANCE	<u><u>\$ 489,727</u></u>			

**TOWN OF COLUMBINE VALLEY
IMPACT FEES
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
BUDGET AND ACTUAL**

FOR THE TEN MONTHS ENDED OCTOBER 31, 2021

Unaudited

	<u>YTD Actual</u>	<u>Adopted Annual Budget</u>	<u>YTD Variance from Annual Budget</u>	<u>Percent of Annual Budget (83% YTD)</u>
REVENUES				
Impact fees	\$ 482,600	\$ 609,600	\$ (127,000)	79%
Interest	121	400	(279)	30%
Total revenues	<u>482,721</u>	<u>610,000</u>	<u>(127,279)</u>	<u>79%</u>
EXPENDITURES	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total expenditures	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
NET CHANGE IN FUND BALANCE	482,721	<u>\$ 610,000</u>	<u>\$ (127,279)</u>	
BEGINNING FUND BALANCE	<u>267,095</u>			
ENDING FUND BALANCE	<u><u>\$ 749,816</u></u>			

**TOWN OF COLUMBINE VALLEY
TRANSPORTATION FEES
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
BUDGET AND ACTUAL**

FOR THE TEN MONTHS ENDED OCTOBER 31, 2021

Unaudited

	<u>YTD Actual</u>	<u>Adopted Annual Budget</u>	<u>YTD Variance from Annual Budget</u>	<u>Percent of Annual Budget (83% YTD)</u>
REVENUES				
Transportation fees	\$ 96,472	\$ 120,000	\$ (23,528)	80%
Total revenues	<u>96,472</u>	<u>120,000</u>	<u>(23,528)</u>	<u>80%</u>
EXPENDITURES				
	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total expenditures	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
NET CHANGE IN FUND BALANCE	96,472	<u>\$ 120,000</u>	<u>\$ (23,528)</u>	
BEGINNING FUND BALANCE	<u>-</u>			
ENDING FUND BALANCE	<u>\$ 96,472</u>			



Town Administrator's Report

November 2021



Town of Columbine Valley
2 Middlefield Road
Columbine Valley, CO 80123

Tel: 303-795-1434
Fax: 303-795-7325
jdmccrumb@columbinevalley.org



Communications & Happenings

- Staff continues to prepare for acceptance of the Wild Plum development and infrastructure, which is anticipated to begin in the spring of 2022. This is a time consuming and intricate process involving staff and contractors from across the organization.
- The Wilder Lane road has been accepted by the Town with the completion of repair work in September. The bond held by the Town has now been reduced to \$30,000 which we will hold through the two-year warranty period.
- The wall just south of the Burning Tree entrance, which was hit by a vehicle last October, is expected to be completely repaired by Thanksgiving.
- The 2022 Town Directory is being assembled in both a digital and hard copy and will be distributed at the end of December.
- The codification of the Town's municipal code is underway. This has been a time consuming process but staff is excited to be updating the process to ensure more accurate information is available moving forward.
- No TA report will be produced in December.

Citizen Contacts:

Staff has fielded calls, emails or walk-ins on the following topics in October

- ⇒ Building Department: 268
- ⇒ Comm. Development: 32
- ⇒ Public Works: 178
- ⇒ Municipal Court: 87
- ⇒ Other: 411

Town Website October Statistics

3,211

Total Visits

4,132

October Page Views

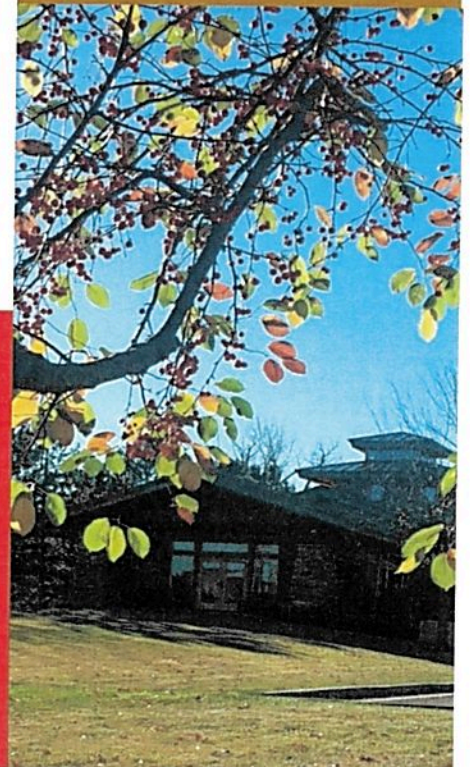
Top Pages

Trash and Recycle

Fall Leaf Recycling

Municipal Court

Calendar



Building Department

Monthly Stats

23 Permits Issued

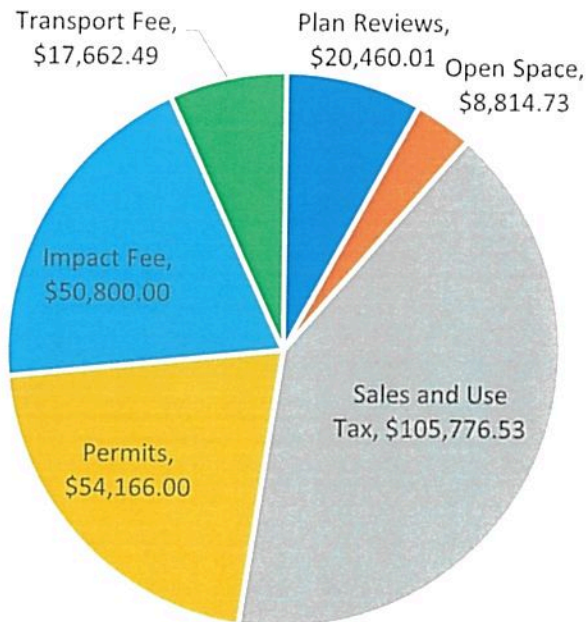
- New SFR: 5
- Major Remodels: 1
- New Roofs: 6
- Other/Misc.: 11

136 Inspections

14 Licenses Issued

- General: 6
- Electrician: 3
- Plumbers: 3
- Mechanical: 2
- Roofer: 0

Oct. Permit Rev.: \$257,679.76



Wild Plum

95 Total Lots

(84 interior, 11 custom)

57 SFR Permits Issued

(46 interior, 11 custom)

4 Permits Pending

(4 interior, (n/a custom)

29 Completed Homes

(25 interior, 4 custom)

27 Occupied Homes

(23 interior, 4 custom)



Building Department Revenue by Month

	2020	2020 YTD	2021	2021 YTD
January	\$12,880.59	\$12,880.59	\$359,728.82	\$359,728.82
February	\$153,178.50	\$166,059.09	\$87,283.60	\$447,012.42
March	\$51,548.10	\$217,607.19	\$86,265.31	\$533,277.73
April	\$66,015.59	\$283,622.78	\$343,203.23	\$876,480.96
May	\$4,379.81	\$288,002.59	\$37,276.36	\$913,757.32
June	\$107,786.01	\$395,788.60	\$214,345.07	\$1,128,102.39
July	\$35,704.73	\$431,493.33	\$199,032.35	\$1,327,134.74
August	\$70,347.86	\$501,841.19	\$224,069.14	\$1,551,203.88
September	\$52,257.91	\$554,099.10	\$271,274.55	\$1,822,478.43
October	\$395,156.20	\$949,255.30	\$257,679.76	\$2,080,158.19
November	\$363,482.19	\$985,637.49		
December	\$57,764.02	\$1,043,401.51		

Municipal Court

	<u>2020 YTD</u>	<u>2021</u>	<u>2020 YTD</u>
Jan	\$6,314.24	\$2,816.00	\$2,816.00
Feb	\$10,309.24	\$11,445.00	\$14,261.00
Mar	\$13,953.24	\$13,540.00	\$27,801.00
Apr	\$15,392.74	\$15,330.12	\$43,131.12
May	\$16,872.74	\$13,577.12	\$56,708.24
June	\$21,327.74	\$11,777.00	\$68,485.24
July	\$25,247.74	\$5,895.00	\$74,380.24
Aug	\$27,737.74	\$8,090.00	\$82,470.24
Sept	\$30,852.74	\$3,276.80	\$85,747.04
Oct	\$33,616.96		
Nov	\$36,011.96		
Dec	\$39,731.96		

October Total Stats

- Total paid before Court: 25
- Total on docket: 10
- Cases heard by Judge: 7
- Continuances: 2
- Default Judgements: 2
- Stay of Executions: 0
- Classes Ordered: 0
- Bench Warrants: 0
- Trials: 1



Public Works

- The Expedition has been suffering from cold start problems and engine ticking. The dealership diagnosed it as problems arising from the timing system. After being on a wait list for a month, the dealership was able to change out all of the problematic components. The vehicle now starts immediately and has a noticeable increase in power and drivability.
- In preparation for the plowing season, the fleet has been changed from using steel cutting edges to using rubber poly cutting edge. This drastically increases the lifespan of the cutting edge and creates less wear on the street surfaces. An additional benefit is that it greatly cuts down on noise generated while plowing.
- While on site at the Wild Plum playground for a concrete inspection, multiple issues were observed with the playground equipment. These included multiple loose or missing nuts and bolts along with improperly configured connections. The developer has been notified and the equipment manufacturer will be doing an inspection. Until these issues are corrected, the effected equipment has been wrapped with danger tape to keep kids off.
- Removal of vegetation in The Villas revealed multiple areas of asphalt that did not receive slurry seal when these streets were last treated. The town has started applying patches to these areas to protect the existing asphalt. The product used is made with a recycled aggregate that is suspended in a 2 part epoxy, which is then coated with a granular material. This provides an extremely strong material to protect the asphalt, as well as a rough texture for wet and snowy conditions.



Columbine Valley Police

Department

Serving Bow Mar

2 Middlefield Rd. Columbine Valley, Colorado 80123

www.columbinevalley.org

(303) 795-1434 Fax (303) 795-7325

Columbine Valley P.D. Monthly Report For November 2021

Full Time Positions	5 of 6
Part Time Positions	2 of 4
Regular hours	833
OT hours worked	20
Off Duty	0
PTO	24

October 2021 Violations

Charges For the Date Range 10/1/2021 Thru 10/31/2021

Qty	Charge
35	1101(2)(H) SPEEDING 10 - 19 MPH OVER:
14	1210(A) ON STREET PARKING PROHIBITED (3-6 AM):
6	703(3) FAIL TO STOP AT A STOP SIGN:
1	1008(1) FOLLOWING TOO CLOSELY:
1	CMC 10.08.030 GOLF CARTS:
1	BMC 16-12 OUTDOOR STORAGE PROHIBITED:
1	1004 PASSED ON RIGHT WHEN NOT PERMITTED/SAFE:
1	703(4) FAIL TO YIELD RIGHT-OF-WAY:
1	1101(2)(H) SPEEDING 20 AND OVER:
1	604 TRAFFIC CONTROL SIGNAL:
0	
62	Total Number of Violations Issued

Monthly Case # Report

Case Number	Event Date	Situation Reported
CV21-0000178	10/02/2021 12:11:28 AM	TRAFFIC STOP IP
CV21-0000179	10/11/2021 05:03:56 PM	Injury Accident
CV21-0000180	10/15/2021 12:33:13 PM	Fraud
CV21-0000181	10/19/2021 06:24:33 PM	Property Accident
CV21-0000182	10/20/2021 03:35:40 AM	PARKING COMPLAINT IP*
CV21-0000183	10/20/2021 08:57:13 AM	Theft from Motor Vehicle
CV21-0000184	10/23/2021 10:40:58 AM	FOLLOW UP IP*
CV21-0000185	10/24/2021 09:34:14 AM	INFORMATION IP
CV21-0000186	10/30/2021 07:00:24 PM	TRAFFIC ARREST IP
CV21-0000187	10/30/2021 09:01:26 PM	ELUDING IP
CV21-0000187	10/30/2021 09:01:26 PM	TRAFFIC STOP IP

10:38 AM 11/8/2021
Data Source: Data Warehouse

Data Source: Data Warehouse

Exclusion:

- Calls canceled before first unit assigned
- Calls canceled before first unit at scene

▼ Export

[illegible]

[illegible]

UNAWAY IP									
SAFE 2 TELL									
SELECTIVE ENFORCEMENT IP*				<u>13</u>					<u>13</u>
Sex Assault									
SEX ASSAULT IP									
Sex Crime									
SEX CRIME IP									
Shots Fired									
SHOTS FIRED IP									
Suicide Attempt									
SUICIDE ATTEMPT IP									
SUICIDE COMPLETED IP									
SUICIDE THREAT IP									
SUSPICIOUS CIRCUMSTANCE IP		<u>1</u>							<u>1</u>
SUSPICIOUS PERSON IP		<u>1</u>							<u>1</u>
SUSPICIOUS VEHICLE IP		<u>8</u>							<u>8</u>
Theft			<u>1</u>						<u>1</u>
Theft from Motor Vehicle			<u>1</u>						<u>1</u>
THEFT FROM MOTOR VEHICLE IP									
THEFT IP									
TRAFFIC ARREST IP			<u>1</u>						<u>1</u>
Traffic Complaint									
TRAFFIC COMPLAINT IP			<u>1</u>						<u>1</u>
TRAFFIC OBSTRUCTION IP		<u>1</u>							<u>1</u>
TRAFFIC STOP IP		<u>51</u>							<u>51</u>
TRANSPORT IP									
trespass to Property									
RESPASS TO PROPERTY IP		<u>1</u>							<u>1</u>
trespass to Vehicle									
RESPASS TO VEHICLE IP									
UNKNOWN INJURY ACCIDENT IP									
UNLAWFUL ACTS IP									
UNWANTED SUBJECT IP									
VEHICLE LOCKOUT IP			<u>1</u>						<u>1</u>
WARRANT ARREST IP									
WARRANT PICKUP IP									
Weapons Violation									
WEAPONS VIOLATION IP									
WELFARE CHECK IP		<u>4</u>							<u>4</u>
Z-Animal Call									
Z-Suspicious Person									
Z-Suspicious Vehicle									
Z-Unwanted Subject									
Z-ZONING IP									
Total		<u>82</u>	<u>44</u>	<u>17</u>					<u>143</u>

Bow Mar Calls For Service

<u>Incident</u>	<u>Case Numbers</u>	<u>Units</u>	<u>Problem</u>	<u>Address</u>	<u>Response D</u>
<u>BM2021-0000548</u>		402	RESIDENTIAL ALARM IP	4925 Bow Mar Dr	10/1/2021 9:33
<u>BM2021-0000549</u>		401	SUSPICIOUS VEHICLE IP	5330 LAKESHORE DR	10/4/2021 12:27
<u>BM2021-0000550</u>		410	INCREASE PATROL IP*	4500-5098 HOMESTEAD ST	10/4/2021 23:05
<u>BM2021-0000551</u>		410	SELECTIVE ENFORCEMENT IP*	4500-5098 HOMESTEAD ST	10/5/2021 21:57
<u>BM2021-0000552</u>		410	INCREASE PATROL IP*	4500-5098 HOMESTEAD ST	10/6/2021 21:22
<u>BM2021-0000554</u>			911 HANGUP IP	██████████	10/9/2021 10:08
<u>BM2021-0000555</u>		403	Criminal Tampering	5420 SOMBRERO	10/9/2021 11:51
<u>BM2021-0000556</u>		405	SUSPICIOUS VEHICLE IP	5417 Sombbrero	10/10/2021 0:11
<u>BM2021-0000557</u>		410	SELECTIVE ENFORCEMENT IP*	S SHERIDAN BLVD / W TUFTS AVE	10/10/2021 8:03
<u>BM2021-0000558</u>		410	TRAFFIC STOP IP	S Sheridan Blvd / W Tufts Ave	10/10/2021 8:08
<u>BM2021-0000559</u>		410	SELECTIVE ENFORCEMENT IP*	4500-5098 HOMESTEAD ST	10/11/2021 22:23
<u>BM2021-0000560</u>		410	BUSINESS CHECK IP*	5395 LAKESHORE DR	10/12/2021 22:57
<u>BM2021-0000561</u>		402	VEHICLE LOCKOUT IP	5190 Redwood Dr	10/13/2021 8:21
<u>BM2021-0000564</u>		402	ANIMAL CALL IP*	5415 Sunset Dr	10/13/2021 14:06
<u>BM2021-0000565</u>		410	SELECTIVE ENFORCEMENT IP*	4500-5098 HOMESTEAD ST	10/13/2021 23:47
<u>BM2021-0000568</u>		403	RESIDENTIAL ALARM IP	5152 W Wagontrail Rd	10/16/2021 17:56
<u>BM2021-0000570</u>		410	TRAFFIC STOP IP	S Sheridan Blvd / W Tufts Ave	10/17/2021 6:57

<u>BM2021-0000571</u>		407	MESSAGE FOR DEPUTY IP	5140 Juniper St	10/18/2021 17:02
<u>BM2021-0000572</u>		410	SELECTIVE ENFORCEMENT IP*	4500-5098 HOMESTEAD ST	10/19/2021 23:36
<u>BM2021-0000573</u>		402	SUSPICIOUS PERSON IP	PROSPECT ST / W BELLEVIEW AVE	10/20/2021 14:24
<u>BM2021-0000574</u>		402	SOLICITING IP	PROSPECT ST / W WAGONTRAIL RD	10/20/2021 15:27
<u>BM2021-0000575</u>		410	TRAFFIC STOP IP	S SHERIDAN BLVD / W TUFTS AVE	10/21/2021 15:27
<u>BM2021-0000576</u>		410	SOLICITING IP	5030 Bow Mar Dr	10/21/2021 16:55
<u>BM2021-0000577</u>	CV21-0000184	403	FOLLOW UP IP*	5420 Sombbrero	10/23/2021 10:40
<u>BM2021-0000578</u>	CV21-0000185	410	INFORMATION IP	4901 Bow Mar Dr	10/24/2021 9:34
<u>BM2021-0000579</u>		405	ANIMAL CALL IP*	4541 Sumac Ln	10/25/2021 0:50
<u>BM2021-0000580</u>		410	SELECTIVE ENFORCEMENT IP*	4500-5098 HOMESTEAD ST	10/25/2021 21:11
<u>BM2021-0000581</u>		409	CODE ENFORCEMENT IP*	4900 HOMESTEAD ST	10/26/2021 16:14
<u>BM2021-0000582</u>		405	COMMUNITY CONTACT IP*	5555 Lakeshore Dr	10/29/2021 2:14
<u>BM2021-0000583</u>		402	RESIDENTIAL ALARM IP	4511 HOMESTEAD ST	10/29/2021 12:32
<u>BM2021-0000585</u>		402	ASSIST TO OTHER AGENCY IP	4670 BOW MAR DR	10/30/2021 7:17
<u>CV2021-0001339</u>	CV21-0000187	405	ELUDING IP	RIDGE TRL / S SHERIDAN BLVD	10/30/2021 21:01



Request for Board of Trustee Action

Date: November 16, 2021

Title: Trustee Bill #5 – Series 2021 Number of Pets

Presented By: Lee Schiller, Town Attorney

Prepared By: Lee Schiller, Town Attorney

Background: Currently, residents in Columbine Valley are permitted three dogs or cats per residence. The Trustees approved this ordinance on 1st reading a version that would reduce the allowable number of pets to two dogs or cats. Upon discussion, this ordinance on 2nd reading holds the allowable number of dogs to three, and the number of cats to three. This applies to all zoning districts in Columbine Valley.

Attachments: Trustee Bill #5 – Series 2021

Staff Recommendations: Approve as presented.

Recommended Motion(s): “I move to approve as presented Trustee Bill #5, 2021 on 2nd reading”.

A BILL FOR AN ORDINANCE
OF THE TOWN OF COLUMBINE VALLEY CONCERNING THE NUMBER OF PETS.

WHEREAS, The Town Municipal Code currently provides that is unlawful for any person to maintain on one property in any Town residential zone the combined total of more than three dogs or cats over the age of six (6) months or more than one (1) litter of dogs or cats; and

WHEREAS, the maintaining of three (3) dogs or cats over the age of six (6) months or more than (1) litter of dogs and cats, causes annoying and offensive odors, and noises; and

WHEREAS, the Board of Trustees of the Town of Columbine Valley find that the possessing and maintaining more than three (3) dogs and three (3) cats over the age of six (6) months or (1) litter of dogs or cats for an indeterminate period of time, constitutes a public nuisance.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF COLUMBINE VALLEY, COLORADO, as follows:

Section 1. Section 6.08.150 of the Municipal Code of the Town of Columbine Valley is amended to read as follows:

6.08.150 Limit on Number of Pets

- (A) On or after January 15, 2021 it is unlawful for any person to maintain on one property, in all zone districts in the Town, the combined total of more than three (3) dogs and three (3) cats over the age of six (6) months and more than one (1) litter of dogs or cats for a period that is longer than three (3) months after birth of the litter.
- (B) Any person who have more than three (3) dogs or three (3) cats shall, on or before January 30, 2022 provide the Town with the name, age, sex, color, photograph and rabies tag number of each dog or cat then owned by such person. No person may replace any such dog or cat that dies or is otherwise permanently removed from such person's household. If such replacement would cause the total number of dogs or cats to exceed the limitations of sub-section A of this section.

Section 2. Should any section clause, sentence, part or portion of this Ordinance be adjudged by any court to be unconstitutional or invalid, the same shall not affect, impair, or invalidate the Ordinance as a whole or any part thereof other than the part or portion declared by such court to be unconstitutional or invalid.

Section 3. The Town Clerk shall certify the passage of this Ordinance and cause notice

of its contents and passage to be published.

Section 4. This Ordinance shall be in full force and effect upon the expiration of thirty (30) days after the publication of this Ordinance in the Littleton Independent, Littleton, Colorado, said newspaper being a weekly newspaper duly qualified for publishing legal notices and advertisements within the meaning of the laws of the State of Colorado.

Introduced as Trustee Bill No. 5 at a regular meeting of the Board of Trustees Town of Columbine Valley on the ____ day of _____, 2021 passed by a vote of ____ for and ____ against on first reading; passed on second reading, at a regular meeting of the Board of Trustees held on the ____ day of _____ 2021, by a vote of ____ for and ____ against and ordered published in the Littleton Independent on the ____ day of _____, 2021.

Roy Palmer, Mayor

ATTEST:

J.D. McCrumb, Clerk of the Town of Columbine Valley



Request for Board of Trustee Action

Date: November 16, 2021

Title: Trustee Bill #6 – Series 2021 Speed on Fairway Lane

Presented By: Lee Schiller, Town Attorney

Prepared By: Lee Schiller, Town Attorney

Background: Currently, the posted speed limit on Fairway Lane, between Platte Canyon Road and Club Lane, is 25 mph. Residents have voiced concerns of speed in excess of the posted speed

Attachments: Trustee Bill #6 – Series 2021

Staff Recommendations: Approve as presented.

Recommended Motion(s): “I move to approve as presented Trustee Bill #6, 2019 on 2nd reading.”

COLUMBINE VALLEY

TRUSTEE BILL NO. 6
SERIES OF 2021

INTRODUCED BY
TRUSTEE: Kathy Boyle

A BILL

FOR

AN ORDINANCE FOR THE REGULATION OF VEHICULAR SPEED BY THE TOWN OF
COLUMBINE VALLEY, COLORADO

WHEREAS, The Town of Columbine Valley heretofore adopted the 2020 edition of the "Model Traffic Code for Colorado"; and

WHEREAS, the Model Traffic Code for Colorado provides that the speed in any residence district is thirty (30) miles per hour; and

WHEREAS, the Board of Trustees of the Town of Columbine Valley has determined that the prima facie speed limit applicable on all streets and roadways in the Town is Twenty-five (25) miles per hour, except as otherwise designated and posted; and

WHEREAS, the Board of Trustees of the Town of Columbine Valley has authorized reduction of the prima facie speed limit of twenty-five (25) miles per hour in certain designated areas within the Town; and

WHEREAS, the Board of Trustees of the Town of Columbine Valley has determined that in the interests of public safety, the designated speed limit from the intersection of Fairway Lane and Club Lane to Platte Canyon Road be twenty (20) miles per hour.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF COLUMBINE VALLEY, COLORADO as follows:

Section 1. Sections 110 (b) and (c) of the 2020 edition of the Model Traffic Code for Colorado are deleted in their entirety and the following are substituted therefore,

- a. The Board of Trustees has determined that the prima facie speed limit which shall be applicable on all streets and roadways in the Town of Columbine Valley shall be twenty five (25) miles per hour, except that the prima facie speed limit which shall be applicable in all streets within the subdivisions of the Town known as Burning Tree,

Wilder Lane and Willowcroft shall be twenty (20) miles per hour. The speed limit applicable from the intersection of Fairway Lane and Club Lane to Platte Canyon Road shall be twenty (20) miles per hour. The speed limit applicable immediately adjacent to the Columbine Country Club shall be fifteen (15) miles per hour as posted at that location, and speed in excess of such limit should be prima facie evidence that such speed is unlawful and a violation of this Chapter.

Section 2. Validity. If any part or parts of this ordinance are for any reason held to be invalid such decision shall not affect the validity of the remaining portions of this ordinance. The Board of Trustees hereby declares that it would have passed this ordinance and each part or parts thereof, irrespective of the fact that any one part or parts be declared invalid.

Section 3. Certification. The Town Clerk shall certify the passage of this Ordinance and cause notice of its contents and passage to be published.

Section 4. Publication. This ordinance shall be in full force and effect upon the expiration of the 30 days after publication of this ordinance in the Littleton Independent, Littleton, Colorado, said newspaper being a weekly newspaper duly qualified for publishing legal notices and advertisements within the meaning of the laws of the State of Colorado.

Introduced as Trustee Bill No.6, series of 2021, at a regular meeting of the Board of Trustees of the Town of Columbine Valley, held at The Town of Columbine Valley Town Hall, 2 Middlefield Road, Columbine Valley, Arapahoe County, Colorado, on the 21st day of October, 2021, passed by a vote of 7 for and 0 against on first reading; passed by the Board of Trustees on second reading, after public hearing, at a regular meeting of the Board of Trustees held at the Columbine Valley Town Hall, Arapahoe County, Colorado, on the 16th day of November 2021, at 6:30 o'clock p.m. by a vote of ____ for and ____ against and ordered published in the Littleton Independent on the ____ day of _____, 2021.

Roy Palmer, Mayor
TOWN OF COLUMBINE VALLEY

ATTEST:

JD McCrumb, Town Clerk



Request for Board of Trustee Action

Date: November 16, 2021

Title: 2022 Proposed Town Budget

Presented By: Sue Blair, Finance Director; J.D. McCrumb, Town Administrator

Prepared By: Sue Blair, Finance Director; J.D. McCrumb, Town Administrator

Background: This is a final draft of the 2022 Town Budget presented for review and discussion. It has been drafted by Town staff. Several Trustees have met with staff individually and changes have been made to the draft presented in September and October accordingly. All changes discussed at the October Trustees Meeting have been made.

The Trustees will also go into Executive Session tonight to discuss individual staff salary adjustments.

The budget is scheduled for adoption by Resolution on Tuesday, December 14, 2021.

Attachments: 2022 Proposed Town Budget

Suggested Action: Direct staff to make any updates or changes to prepare for adoption of the budget at the December Trustees meeting.

Recommended Motion: No formal action is required.

**TOWN OF COLUMBINE VALLEY
SUMMARY
2022 PROPOSED BUDGET
WITH 2020 ACTUAL AND 2021 ESTIMATED AMOUNTS**

	2020 Actual	2021 Adopted	YTD Actual 10/31/2021	2021 Estimated	2022 Proposed
REVENUES PER CATEGORY					
General	\$ 2,827,907	\$ 2,895,994	\$ 3,467,415	\$ 3,934,072	\$ 3,043,864
Capital	7,500	21,500	2,719	2,719	-
Conservation trust fund	7,723	6,150	6,719	8,742	8,707
Arapahoe county open space	44,502	44,533	44,071	44,102	46,298
Impact fees	228,978	610,000	482,721	609,745	292,245
Transportation fees	-	120,000	96,472	115,766	90,000
Total revenues	3,116,610	3,698,177	4,100,117	4,715,146	3,481,114
EXPENDITURES PER CATEGORY					
General	1,660,467	2,170,122	1,474,191	2,193,664	2,228,333
Capital	37,232	160,000	73,948	118,429	152,500
Conservation trust fund	5,259	6,000	-	6,000	6,000
Arapahoe county open space	-	10,000	(3,549)	10,000	30,000
Total expenditures	1,702,958	2,346,122	1,544,590	2,328,093	2,416,833
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES					
	1,413,652	1,352,055	2,555,527	2,387,054	1,064,281
OTHER FINANCING SOURCES					
Sale of capital assets	701	-	9,000	9,000	-
Total other financing sources	701	-	9,000	9,000	-
NET CHANGE IN FUND BALANCE	1,414,353	\$ 1,352,055	2,564,527	2,396,054	1,064,281
BEGINNING FUND BALANCE	1,955,925		3,370,278	3,370,278	5,766,332
ENDING FUND BALANCE	\$ 3,370,278		\$ 5,934,805	\$ 5,766,332	\$ 6,830,613
ENDING FUND BALANCE BY CATEGORY					
General	\$ 2,130,611		3,123,835	\$ 2,871,019	\$ 3,196,070
Capital	509,367		1,447,138	1,402,657	1,759,677
Conservation trust fund	14,001		20,720	16,743	19,450
Arapahoe county open space	449,205		496,825	483,307	499,605
Impact fees	267,094		749,815	876,839	1,159,564
Transportation fees	-		96,472	115,766	205,766
ENDING FUND BALANCE BY CATEGORY	\$ 3,370,278		\$ 5,934,805	\$ 5,766,332	\$ 6,840,133

**TOWN OF COLUMBINE VALLEY
OPERATIONS - DETAILS
2022 PROPOSED BUDGET
WITH 2020 ACTUAL AND 2021 ESTIMATED AMOUNTS**

	2020 Actual	2021 Adopted	YTD Actual 10/31/2021	2021 Estimated	2022 Proposed
REVENUES					
Taxes					
Cable television	\$ 38,334	\$ 36,000	\$ 30,861	\$ 36,000	\$ 36,000
Property taxes	356,356	435,891	431,219	435,891	522,996
Sales and use taxes	1,206,525	1,243,482	1,463,979	1,756,775	1,385,000
Specific ownership taxes	25,398	26,153	25,131	26,153	36,610
Utility franchise fees	51,600	50,000	48,748	50,000	50,000
Total taxes	1,678,213	1,791,526	1,999,938	2,304,819	2,030,605
Permits and fines					
Fines	37,267	50,000	92,394	110,873	100,000
Permits, fees and services	514,070	645,000	650,603	780,724	530,000
Violations	40,900	-	151,900	151,900	-
Total permits and fines	592,237	695,000	894,897	1,043,497	630,000
Intergovernmental					
Bow Mar IGA police	290,091	295,168	295,095	295,095	300,259
Bow Mar IGA admin	22,916	25,000	20,000	20,000	20,000
County highway tax revenue	13,125	15,000	16,820	20,184	15,000
Motor vehicle registration fees	5,741	6,000	4,970	6,000	6,000
State cigarette tax apportionment	1,347	800	1,395	1,674	1,000
State highway user's tax	40,935	56,000	41,569	49,883	40,000
Total intergovernmental	374,155	397,968	379,849	392,836	382,259
Interest	10,892	11,500	946	1,135	1,000
Other	9,981	-	3,398	3,398	-
Grants	25,000	-	188,387	188,387	-
Covid 19 Cares Act	137,429	-	-	-	-
TOTAL REVENUES	2,827,907	2,895,994	3,467,415	3,934,072	3,043,864
EXPENDITURES					
Administration					
Accounting and audit	69,082	67,500	51,043	67,500	63,500
Advertising/notices	179	500	161	500	500
Bank/credit card fees	3,538	5,100	4,994	5,100	5,100
Building inspection and plan review	178,358	290,250	202,960	290,250	238,500
Building maintenance and utilities	15,592	60,938	61,866	63,360	22,011
Community functions	20,640	48,000	29,429	49,914	55,000
Computer expense	9,710	14,500	6,686	14,500	14,500
County treasurer's collection fees	3,583	4,359	4,314	4,359	5,230
Emergency response and preparedness	15,265	3,000	2,076	3,000	3,000
Dues and publications	4,850	8,650	7,476	8,843	8,850
Education and training	1,490	12,000	334	1,000	12,000
Election	642	-	-	-	4,000
Health insurance	34,074	32,000	37,185	44,622	47,000
Insurance and bonds	14,809	30,900	22,900	30,900	31,800
Legal	28,749	60,000	17,776	60,000	45,000
Mayor/monthly breakfasts	379	1,900	-	1,900	2,000
Miscellaneous	1,855	2,300	530	2,300	2,300
Payroll taxes	7,202	22,600	8,137	11,300	12,500
Pension	13,914	11,300	8,664	11,300	12,500
Salaries	212,751	226,000	172,122	226,000	250,000
Special projects	-	14,000	-	14,000	-
Supplies, printing, postage	10,476	13,000	8,022	13,000	13,000
Telephone/communications	5,302	6,500	5,667	6,500	6,500

**TOWN OF COLUMBINE VALLEY
OPERATIONS - DETAILS
2022 PROPOSED BUDGET
WITH 2020 ACTUAL AND 2021 ESTIMATED AMOUNTS**

	2020 Actual	2021 Adopted	YTD Actual 10/31/2021	2021 Estimated	2022 Proposed
Emergency reserve	-	87,000	-	87,000	91,000
Total administration	652,440	1,022,297	652,342	1,017,148	945,791
Planning and engineering					
Town planning	29,618	36,000	19,339	23,205	36,000
Town engineer	15,800	13,455	12,537	18,330	16,000
Miscellaneous	-	1,500	-	1,500	1,500
Total planning and engineering	45,418	50,955	31,876	43,035	53,500
Public safety					
Operations					
Cruiser gas	7,836	12,000	14,147	16,976	22,100
Cruiser oil/maintenance	10,327	18,000	3,965	18,000	18,000
Cruiser insurance	4,688	7,000	7,662	7,662	7,900
Education/training	3,649	10,000	1,687	10,000	11,750
Equipment repair	3,148	5,000	-	-	5,875
Health insurance	54,078	52,000	56,154	67,385	70,900
Workers comp insurance	14,291	28,840	24,577	28,840	29,705
Payroll taxes	54,124	46,620	14,790	17,748	24,730
Pension	-	-	34,554	41,465	49,459
Salaries	447,367	466,200	372,681	466,200	494,590
Supplies/miscellaneous	5,928	13,600	10,251	22,289	15,980
Telephones/air cards	2,188	2,500	-	-	2,938
Uniforms	6,594	10,000	3,361	10,000	11,750
Total operations	614,218	671,760	543,829	706,565	765,677
Municipal court					
Judge	4,500	8,000	5,000	8,000	8,000
Legal	18,210	27,500	23,718	27,500	27,500
Administration	618	4,000	2,431	4,000	2,000
Supplies	831	2,000	1,912	2,000	2,000
Interpreter	1,400	-	-	-	2,000
Total municipal court	25,559	41,500	33,061	41,500	41,500
Contracts					
Arapahoe county dispatch fee	30,573	31,949	31,949	31,949	33,546
Tri-tech software	1,154	1,189	-	-	1,189
Human society	-	500	-	500	500
Juvenile assessment	1,418	782	782	782	782
Netmotion	-	500	-	500	500
CACP	188	150	-	150	250
CISC	-	1,000	-	1,000	1,000
WhenIWork	399	450	-	450	450
Total contracts	33,732	36,520	32,731	35,331	38,217
Computer/IT					
Merakie	-	-	-	-	-
Offsite server backup	1,800	1,800	1,800	1,800	1,800
Office 365 accounts	2,426	2,500	1,056	2,500	2,500
Scheduled computer replacement	9,729	3,500	956	3,500	3,500
Govpilot	10,000	10,000	10,000	10,000	14,000
Total computer/IT	23,955	17,800	13,812	17,800	21,800
Total public safety	697,464	767,580	623,433	801,196	867,194
Public works					
Ground maintenance	4,632	7,300	5,650	7,300	8,578
Health insurance	6,638	4,000	6,290	7,548	7,934
Homeowner association subsidy	5,000	-	-	-	-
Maintenance water - Hunter Run	1,839	-	-	-	-

**TOWN OF COLUMBINE VALLEY
OPERATIONS - DETAILS
2022 PROPOSED BUDGET
WITH 2020 ACTUAL AND 2021 ESTIMATED AMOUNTS**

	2020 Actual	2021 Adopted	YTD Actual 10/31/2021	2021 Estimated	2022 Proposed
Other drainage/water	(12)	5,000	31	5,000	5,000
Payroll taxes	1,679	6,410	2,176	2,611	4,193
Pension	-	-	2,705	3,246	4,193
Professional fees-mosquito control	6,515	7,500	6,645	7,500	7,500
Salary	66,078	75,000	52,710	75,000	83,850
Sanitation/trash/recycle service	90,528	92,000	77,673	92,000	92,000
Signs maintenance	676	1,040	405	1,040	1,061
Snow removal	2,676	4,000	1,038	4,000	5,500
Storm water permit process/NPDES	2,984	7,500	1,271	7,500	7,500
Street lighting	20,444	15,000	8,728	15,000	15,000
Streets and gutters maintenance	53,519	60,000	761	60,000	75,000
Streets and gutters contingency	-	40,000	-	40,000	40,000
Striping	105	1,040	139	1,040	1,040
Vehicle maintenance	1,844	3,500	318	3,500	3,500
Total public works	265,145	329,290	166,540	332,285	361,849
TOTAL EXPENDITURES	1,660,467	2,170,122	1,474,191	2,193,664	2,228,333
EXCESS OF REVENUES OVER EXPENDITURES	1,167,440	725,872	1,993,224	1,740,408	815,531
OTHER FINANCING USES					
Transfer to capital	(18,967)	(500,000)	(1,000,000)	(1,000,000)	(500,000)
Total other financing uses	(18,967)	(500,000)	(1,000,000)	(1,000,000)	(490,480)
NET CHANGE IN FUND BALANCE	1,148,473	\$ 225,872	993,224	740,408	325,051
BEGINNING FUND BALANCE	982,138		2,130,611	2,130,611	2,871,019
ENDING FUND BALANCE	\$ 2,130,611		\$ 3,123,835	\$ 2,871,019	\$ 3,196,070

**TOWN OF COLUMBINE VALLEY
CAPITAL
2022 PROPOSED BUDGET
WITH 2020 ACTUAL AND 2021 ESTIMATED AMOUNTS**

	<u>2020 Actual</u>	<u>2021 Adopted</u>	<u>YTD Actual 10/31/2021</u>	<u>2021 Estimated</u>	<u>2022 Proposed</u>
REVENUES					
Donations (Brick sales)	\$ 7,500	\$ 21,500	\$ 2,719	\$ 2,719	\$ -
Total revenues	<u>7,500</u>	<u>21,500</u>	<u>2,719</u>	<u>2,719</u>	<u>-</u>
EXPENDITURES					
Public safety					
Town Hall Security	-	12,000		12,000	-
Body Cameras	-	10,000	6,400	10,000	-
Police vehicle laptops	16,881	-	-	16,881	-
Flock camera system	-	-	-	-	17,500
Vehicle	-	45,000	47,055	47,055	55,000
Administration					
Columbine park stage	1,197	25,000	7,943	7,943	-
Public works					
Furnace and air conditioner	-	-	12,550	12,550	-
Lightpole replacement	19,154	12,000	-	12,000	12,000
Truck - Snow Removal	-	56,000	-	-	68,000
Total expenditures	<u>37,232</u>	<u>160,000</u>	<u>73,948</u>	<u>118,429</u>	<u>152,500</u>
EXCESS OF EXPENDITURES OVER (UNDER) REVENUES	<u>(29,732)</u>	<u>(138,500)</u>	<u>(71,229)</u>	<u>(115,710)</u>	<u>(152,500)</u>
OTHER FINANCING SOURCES					
Gain on sale of 1999 Tahoe	701	-	-	-	-
Sale of police cruiser	-	-	9,000	9,000	-
Transfer from general	18,967	500,000	1,000,000	1,000,000	500,000
Transfer from impact fee	-	-	-	-	9,520
Total other financing sources	<u>19,668</u>	<u>500,000</u>	<u>1,009,000</u>	<u>1,009,000</u>	<u>509,520</u>
NET CHANGE IN FUND BALANCE	<u>(10,064)</u>	<u>\$ 361,500</u>	<u>\$ 937,771</u>	<u>893,290</u>	<u>357,020</u>
BEGINNING FUND BALANCE	<u>519,431</u>		<u>509,367</u>	<u>509,367</u>	<u>1,402,657</u>
ENDING FUND BALANCE	<u>\$ 509,367</u>		<u>\$ 1,447,138</u>	<u>\$ 1,402,657</u>	<u>\$ 1,759,677</u>

**TOWN OF COLUMBINE VALLEY
CONSERVATION TRUST FUND
2022 PROPOSED BUDGET
WITH 2020 ACTUAL AND 2021 ESTIMATED AMOUNTS**

	<u>2020 Actual</u>	<u>2021 Adopted</u>	<u>YTD Actual 10/31/2021</u>	<u>2021 Estimated</u>	<u>2022 Proposed</u>
REVENUES					
Conservation trust fund entitlement	\$ 7,642	\$ 6,000	\$ 6,713	\$ 8,735	\$ 8,700
CTF interest	81	150	6	7	7
Total revenues	<u>7,723</u>	<u>6,150</u>	<u>6,719</u>	<u>8,742</u>	<u>8,707</u>
EXPENDITURES					
Conservation trust fund expenditures	5,259	6,000	-	6,000	6,000
Total expenditures	<u>5,259</u>	<u>6,000</u>	<u>-</u>	<u>6,000</u>	<u>6,000</u>
NET CHANGE IN FUND BALANCE	2,464	<u>\$ 150</u>	\$ 6,719	2,742	2,707
BEGINNING FUND BALANCE	<u>11,537</u>		<u>14,001</u>	<u>14,001</u>	<u>16,743</u>
ENDING FUND BALANCE	<u>\$ 14,001</u>		<u>\$ 20,720</u>	<u>\$ 16,743</u>	<u>\$ 19,450</u>

**TOWN OF COLUMBINE VALLEY
ARAPAHOE COUNTY OPEN SPACE
2022 PROPOSED BUDGET
WITH 2020 ACTUAL AND 2021 ESTIMATED AMOUNTS**

	2020 Actual	2021 Adopted	YTD Actual 10/31/2021	2021 Estimated	2022 Proposed
REVENUES					
Arapahoe county open space revenues	\$ 41,783	\$ 41,783	\$ 43,918	\$ 43,918	\$ 46,114
ACOP interest	2,719	2,750	153	184	184
Total revenues	<u>44,502</u>	<u>44,533</u>	<u>44,071</u>	<u>44,102</u>	<u>46,298</u>
EXPENDITURES					
Trails Master Plan	-	10,000	(3,549)	10,000	-
Nevada ditch	-	-	-	-	30,000
Total expenditures	<u>-</u>	<u>10,000</u>	<u>(3,549)</u>	<u>10,000</u>	<u>30,000</u>
NET CHANGE IN FUND BALANCE	44,502	<u>\$ 34,533</u>	\$ 47,620	34,102	16,298
BEGINNING FUND BALANCE	<u>404,703</u>		<u>449,205</u>	<u>449,205</u>	<u>483,307</u>
ENDING FUND BALANCE	<u>\$ 449,205</u>		<u>\$ 496,825</u>	<u>\$ 483,307</u>	<u>\$ 499,605</u>

**TOWN OF COLUMBINE VALLEY
IMPACT FEES
2022 PROPOSED BUDGET
WITH 2020 ACTUAL AND 2021 ESTIMATED AMOUNTS**

	<u>2020 Actual</u>	<u>2021 Adopted</u>	<u>YTD Actual 10/31/2021</u>	<u>2021 Estimated</u>	<u>2022 Proposed</u>
REVENUES					
Impact fees	\$ 228,600	\$ 609,600	\$ 482,600	\$ 609,600	\$ 292,100
Impact fees interest	378	400	121	145	145
Total revenues	<u>228,978</u>	<u>610,000</u>	<u>482,721</u>	<u>609,745</u>	<u>292,245</u>
EXPENDITURES					
Total expenditures	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
EXCESS OF REVENUES OVER EXPENDITURES	<u>228,978</u>	<u>610,000</u>	<u>482,721</u>	<u>609,745</u>	<u>292,245</u>
OTHER FINANCING USES					
Transfer to capital	-	-	-	-	(9,520)
Total other financing uses	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(9,520)</u>
NET CHANGE IN FUND BALANCE	228,978	<u>\$ 610,000</u>	482,721	609,745	282,725
BEGINNING FUND BALANCE	<u>38,116</u>		<u>267,094</u>	<u>267,094</u>	<u>876,839</u>
ENDING FUND BALANCE	<u>\$ 267,094</u>		<u>\$ 749,815</u>	<u>\$ 876,839</u>	<u>\$ 1,159,564</u>

**TOWN OF COLUMBINE VALLEY
TRANSPORTATION FEES
2022 PROPOSED BUDGET
WITH 2020 ACTUAL AND 2021 ESTIMATED AMOUNTS**

	<u>2020 Actual</u>	<u>2021 Adopted</u>	<u>YTD Actual 10/31/2021</u>	<u>2021 Estimated</u>	<u>2022 Proposed</u>
REVENUES					
Transportation fees	\$ -	\$ 120,000	\$ 96,472	\$ 115,766	\$ 90,000
Total revenues	<u>-</u>	<u>120,000</u>	<u>96,472</u>	<u>115,766</u>	<u>90,000</u>
EXPENDITURES					
Total expenditures	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
NET CHANGE IN FUND BALANCE	-	<u>\$ 120,000</u>	96,472	115,766	90,000
BEGINNING FUND BALANCE	<u>-</u>		<u>-</u>	<u>-</u>	<u>115,766</u>
ENDING FUND BALANCE	<u>\$ -</u>		<u>\$ 96,472</u>	<u>\$ 115,766</u>	<u>\$ 205,766</u>



Request for Board of Trustee Action

Date: November 16, 2021

Title: Agreement with Arapahoe County for Dispatch Services

Presented By: Bret Cottrell, Police Chief

Prepared By: Arapahoe County Sheriff's Office

Attachments: Agreement with Arapahoe County for public safety communications dispatch services (Agreement for Services).

Staff Recommendations: Approve as presented

Recommended Motion: "I move to approve the Agreement for public safety communications dispatch services with Arapahoe County as presented"

AGREEMENT FOR SERVICES

THIS AGREEMENT made and entered into by and between the TOWN OF COLUMBINE VALLEY, a municipal corporation of the State of Colorado, hereinafter referred to as "Columbine Valley" and THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ARAPAHOE, hereinafter referred to as "County", on behalf of the Arapahoe County Sheriff.

WITNESSETH:

WHEREAS, Section 30-11-410, C.R.S. as amended, authorizes the County to contract with a municipality for the purposes of providing law enforcement services by the Sheriff within the boundaries of the municipality; and

WHEREAS, Columbine Valley has requested that the County provide public safety communications dispatch services ("Dispatch Services") to Columbine Valley and Bow Mar, which the parties agree are included within the definition of law enforcement services referenced in said Section 30-11-410; and

WHEREAS, the County, in the interest of the health, safety and welfare of the residents of the Columbine Valley and Bow Mar, deems it advisable to enter into this contract; and

WHEREAS, the County has determined to execute future agreements on a fiscal year basis; and

NOW THEREFORE, in consideration of the premises, it is agreed as follows:

1. The Arapahoe County Sheriff's Office ("Sheriff") shall provide Dispatch Services within the boundaries of Columbine Valley and Bow Mar.
2. The Dispatch Services to be provided by the Sheriff within the boundaries of Columbine Valley and Bow Mar shall be similar to the Dispatch Services provided in other unincorporated and incorporated areas of the County of Arapahoe. For purposes of this Agreement, Dispatch Services shall mean receiving calls for service and dispatching them to appropriate Columbine Valley law enforcement personnel, and entering information into the Colorado Crime Information Center (CCIC) to include, but not be limited to, missing persons, stolen and recovered automobiles, and vehicle impound information.
3. The term of this Agreement shall commence as of January 1, 2022, and shall end as of December 31, 2022.
4. For the Dispatch Services provided under this Agreement, Columbine Valley shall pay to the County \$33,706.00, which is the cost for performing communication services in both Columbine Valley and Bow Mar for the term of this Agreement. Payment of said \$33,706.00 shall be made to the County in quarterly installments of \$8,426.50 each, with the first payment due on or before March 21, 2022, and subsequent quarterly payments to be paid on or before the 15th day of June, September, and December of 2022.
5. In addition to the amount paid above for performing dispatch services, Columbine Valley agrees to reimburse the County for maintenance costs paid in 2021 by the County to Tri-Tech Software Systems for 4 mobile licenses used by

the Columbine Valley at an amount not to exceed \$1,225.00. The cost of maintenance will increase by 3% each subsequent year per the maintenance agreement with Tri-Tech Software Systems. Payment of said costs shall be made by Columbine Valley upon receipt of an invoice provided by the County.

6. The Dispatch services provided pursuant to this Agreement shall be performed by the communications personnel of the Sheriff. The Sheriff's staff shall be responsible for maintaining all records relating to the services performed.
7. The County is, and shall at all times be deemed to be, an independent contractor. Nothing in this Agreement shall be construed as creating the relationship of employer or employee between Columbine Valley and/or Bow Mar and the County or any of the County's agents or employees. To the extent this Agreement creates a principal-agent relationship between the County and the Columbine Valley and/or Bow Mar, such relationship confers on the County and its employees the authority to act on the Columbine Valley's behalf only as to matters covered by this Agreement. The County shall retain all authority for rendition of the services covered by this Agreement, including standards of performance, control of personnel (including discipline), and other matters incidental to the performance of the services by the County. Nothing in this Agreement shall make any employee of Columbine Valley and/or Bow Mar a County employee or any employee of the County an employee of Columbine Valley or Bow Mar for any purpose, including, but not limited to, withholding of taxes, payment of benefits, worker's compensation, or any other rights or privileges accorded County or Columbine Valley and/or Bow Mar employees by virtue of their employment.
8. Nothing in this Agreement shall be construed as a waiver by any of the parties of the protections afforded them pursuant to the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, C.R.S. ("CGIA") as same may be amended from time to time. Specifically, neither party waives the monetary limitations or any other rights, immunities or protections afforded by the CGIA or otherwise available at law. If any waiver by Columbine Valley or Bow Mar results in a waiver of protections afforded to the County, Columbine Valley shall, to the extent allowed by law, indemnify and hold harmless the County for such actions. If any waiver by the County results in a waiver of the protections afforded to Columbine Valley, the County shall, to the extent allowed by law, indemnify and hold harmless Columbine Valley for such actions. Further, the County shall not be responsible for any claim against Columbine Valley and/or Bow Mar which arises out of services not performed by the County pursuant to this Agreement.
9. This Agreement may not be modified, amended or otherwise altered unless mutually agreed upon in writing by the parties hereto.
10. Neither Columbine Valley nor Bow Mar are responsible for Worker's Compensation claims of Sheriff's employees working under this Agreement.
11. Columbine Valley agrees to maintain General Liability Insurance with a minimum \$1,000,000.00 limit of liability. Arapahoe County, the Arapahoe County Sheriff and his employees will be named insureds under the policies.

Columbine Valley shall provide the County with a Certificate reflecting that coverage.

12. Columbine Valley further agrees to carry Worker's Compensation coverage for its employees as required by Colorado law and acknowledges that Bow Mar carries such coverage for its employees as required by Colorado Law.
13. Either party may terminate this Agreement with, or without, good cause shown upon 30 days written notice to the other party prior to termination. In the event of termination by the County, no damages, liquidated or otherwise, shall inure to the benefit of the County; however, the County will refund a pro-rated portion of the fee paid pursuant to paragraph 4 above.
14. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Columbine Valley and the County, and nothing contained in this agreement shall give or allow any such claim or right of action by any other or third party pursuant to this Agreement. The County does not intend by the Agreement to assume any contractual obligations to anyone other than Columbine Valley, including Bow Mar, and Columbine does not intend by the Agreement to assume any contractual obligation to anyone other than the County. The County and Columbine Valley do not intend that there be any third-party beneficiary to this Agreement, including Bow Mar. It is the express intention of the County and Columbine Valley that any person or party other than the County or Columbine Valley receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.
15. Any assignment, transfer or subcontracting of this Agreement is prohibited, unless written consent is obtained from the other party in writing.
16. Unless otherwise agreed in writing, this Agreement and the interpretation thereof shall be governed by the laws of the State of Colorado.
17. Notices to be provided under this Agreement shall be given in writing either by hand delivery, or deposited in the United States mail, with sufficient postage to the following persons:

Arapahoe County
Office of the County Attorney
5334 South Prince Street
Littleton, Colorado 80120-1136

Town of Columbine Valley
2 Middlefield Road
Columbine Valley, CO 80123

Arapahoe County Sheriff
Arapahoe County Sheriff's Office
13101 East Broncos Parkway
Centennial, Colorado 80112

17. This Agreement may be executed in counterparts.

DATED this _____ day of _____,

ATTEST:

TOWN OF COLUMBINE VALLEY

Town Clerk Date

Mayor Date

ARAPAHOE COUNTY

Tyler S. Brown, Sheriff Date



Request for Board of Trustee Action

Date: November 16, 2021

Title: Colorado Opioids Settlement MOU

Presented By: Lee Schiller, Town Attorney

Prepared By: Lee Schiller, Town Attorney

Background: As a result of nationwide settlements with the Big "3" opioid distributors (McKesson, Cardinal Health and AmerisourceBergergen) and opioid manufacturer Johnson & Johnson, settlement proceeds are available for distribution throughout Colorado. A Colorado Memorandum of Understanding (Colorado "MOU") establishes the framework for distributing and sharing the settlement proceeds. Funds from the Big "3" and Johnson & Johnson settlements will be distributed over a period of years. Colorado's maximum share from these settlements will likely be more than \$300 million.

Colorado will receive its maximum share of settlement payments only if enough local governments sign the Colorado MOU. The Colorado MOU provides the framework for dividing and sharing settlement proceeds among the state and local governments in Colorado. It is anticipated that Columbine Valley's share would be 0.1605%. Under the Colorado MOU all settlement funds must be used only for "Approved Purposes", which emphasize prevention, treatment and harm reduction. Examples of such Approved Purposes include training healthcare providers on opioid use disorder treatment and responsible prescribing, expanding telehealth and mobile service for treatment and increasing Naloxone and rescue breathing supplies.

To ensure that settlement funds in fact used only for Approved Purposes a General Abatement Fund Council (Abatement Council) will be formed to ensure opioid funds are spent in compliance with the terms of the Colorado MOU. Participating local governments must provide data on expenditures from the share of the settlement proceeds it receives to the Abatement Counsel on an annual basis.

If a local government wishes, it may forgo its share of the settlement proceeds, which will then be reallocated to the region in which the local government is assigned, as provided in the Colorado MOU.

Attachments:

Colorado Opioid MOU
Summary of Colorado Opioid MOU
Colorado Opioid MOU Exhibit A: Approved Purposes

Recommended Motion:

"I move to sign the Colorado MOU as presented and allocate
Columbine Valley's share of the settlement to the Arapahoe County
region."

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.

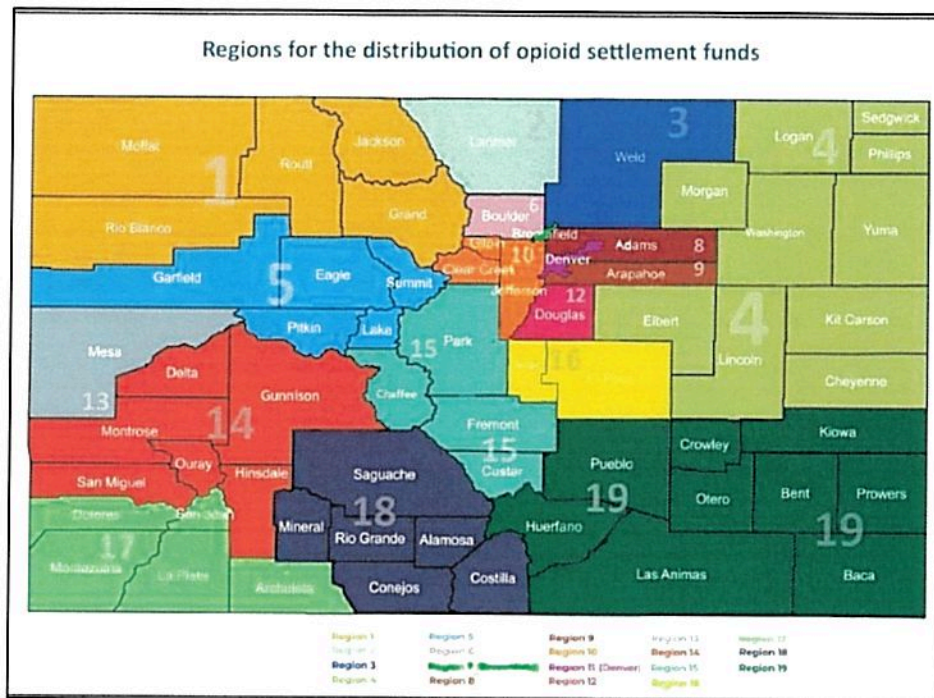
The allocations to each County Area in Exhibit D are based on three factors that address critical causes and effects of the opioid crisis: (1) the number of persons suffering opioid use disorder in the county; (2) the number of opioid overdose deaths that occurred in the county; and (3) the amount of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

<u>For Counties:</u> Colorado Counties, Inc. 800 Grant, Ste 500 Denver, CO 80203 Email: Kiley Burress at KBurress@ccionline.org Katie First at KFirst@ccionline.org	<u>For Municipalities:</u> Colorado Municipal League 1144 N. Sherman St. Denver, CO 80203 Email: opioidsettlement@cml.org
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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.

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

Thursday, August 26, 2021

August 25, 2021 Attorney General version

A. Definitions

As used in this MOU:

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

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

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

B. Allocation of Settlement Proceeds

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

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

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

C. General Abatement Fund Council

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

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

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

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

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

- (i) If a State or Local Government Member resigns or is otherwise removed from the Abatement Council prior to the expiration of their term, a replacement Member shall be appointed within sixty (60) days in accordance with Sections (C)(2)(a) and (b).
 - (ii) If a Local Government Member vacancy exists for more than sixty (60) days, the State shall appoint a replacement Local Government Member to serve until the vacancy is filled in accordance with Section (C)(2)(b).
- 3. **Duties:** The Abatement Council is primarily responsible for ensuring that the distribution of Opioid Funds complies with the terms of this MOU. The Abatement Council is also responsible for oversight of Opioid Funds from the Regional Share in accordance with Section (F), below, and for developing processes and procedures for the distribution and oversight of Opioid Funds from the Statewide Infrastructure Share in accordance with Section (G) below.
- 4. **Governance:** The Abatement Council shall draft its own bylaws or other governing documents, which must include appropriate conflict of interest and dispute resolution provisions, in accordance with the terms of this MOU and the following principles:
 - a. **Authority:** The Abatement Council does not have rulemaking authority. The terms of this MOU and any Settlement, as entered by any court of competent jurisdiction, including any bankruptcy court, control the authority of the Abatement Council and the Abatement Council shall not stray outside the bounds of the authority and power vested by this MOU and any Settlement.
 - b. **Administration:** The Abatement Council shall be responsible for an accounting of all Opioid Funds. The Abatement Council shall be responsible for releasing Opioid Funds in accordance with Section (B)(1) for the Regional and Statewide Infrastructure Shares in Sections (B)(2)(c) and (d) and shall develop policies and procedures for the release and oversight of such funds in accordance with Sections (F) and (G). Should the Abatement Council require assistance with providing an accounting of Opioid Funds, it may seek assistance from the State.

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

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

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

D. State Share

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

E. LG Share

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

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

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

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

F. Regional Share

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

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

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

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

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

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

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

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

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

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

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

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

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

G. Statewide Infrastructure Share

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

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

H. General Terms

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

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

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

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

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

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

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

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

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

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

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

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

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

This Colorado Opioids Settlement Memorandum of Understanding is signed

this 26 day of August, 2021 by:

A handwritten signature in 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.



Request for Board of Trustee Action

Date: November 16, 2021

Title: Set date for Special Meeting

Presented By: J.D. McCrumb, Town Administrator

Prepared By: J.D. McCrumb, Town Administrator

Background: The Town is required to certify the 2022 mill levy to the Arapahoe County Commissioners no later than December 15, 2021.

Accordingly, the regular December meeting set for December 21st will be moved forward one week to December 14, 2021 at 6:15 p.m.

Recommended Motion: "I move to set a Special Meeting for Tuesday, December 14, 2021 at 6:15 p.m. to be held at Columbine Country Club in order to consider Town business including the 2022 mill levy and 2022 Town Budget, and to cancel the Regular Meeting on Tuesday, December 21, 2021".