TOWN BOARD WORK SESSION

March 20, 2023 - 5:30 PM
1st Floor Conference Room, 301 Walnut Street, Windsor, CO 80550

To view Town Board meeting broadcasts, visit
www.windsorgov.com/MeetingsOnDemand.

AGENDA

GOAL of this Work Session is to have the Town Board receive information on topics of Town business from the Town Manager, Town Attorney and Town staff in order to exchange ideas and opinions regarding these topics.

Members of the Public in attendance are asked to be recognized by the Mayor before participating in any discussions of the Town Board

WORK SESSION AGENDA ITEMS

1. Weld County Department of Public Health and Environment Update - Cindy Kronauge, Weld County Department of Public Health and Environment
2. Road Impact Fee Update - E. Bracke, Transportation Planner
3. Opioid Settlement Fee Follow-Up - K. Emil, Interim Town Attorney
4. Future Meetings Agenda

The Town of Windsor will make reasonable accommodations for access to Town services, programs, and activities and will make special communication arrangements for persons with disabilities. Please call (970) 674-2400 by noon on the Thursday prior to the meeting to make arrangements.

Windsor Town Board Public Health Update

March 20, 2023

Weld County Department of Public Health and Environment

Vision

Everyone in Weld County has the opportunity to live their healthiest lives.

Mission

Serve Weld County by cultivating partnerships to promote public health and environmental quality through the delivery of relevant, innovative, and cost-effective services.

What is Public Health?

Public Health
Prevent. Promote. Protect.

- Preventing epidemics and the spread of disease
- Promoting healthy behaviors
- Assessing the quality and accessibility of health services
- Monitoring the health of the population
- Responding to disasters
- Protecting against environmental, food, and water hazards

www.weldhealth.org

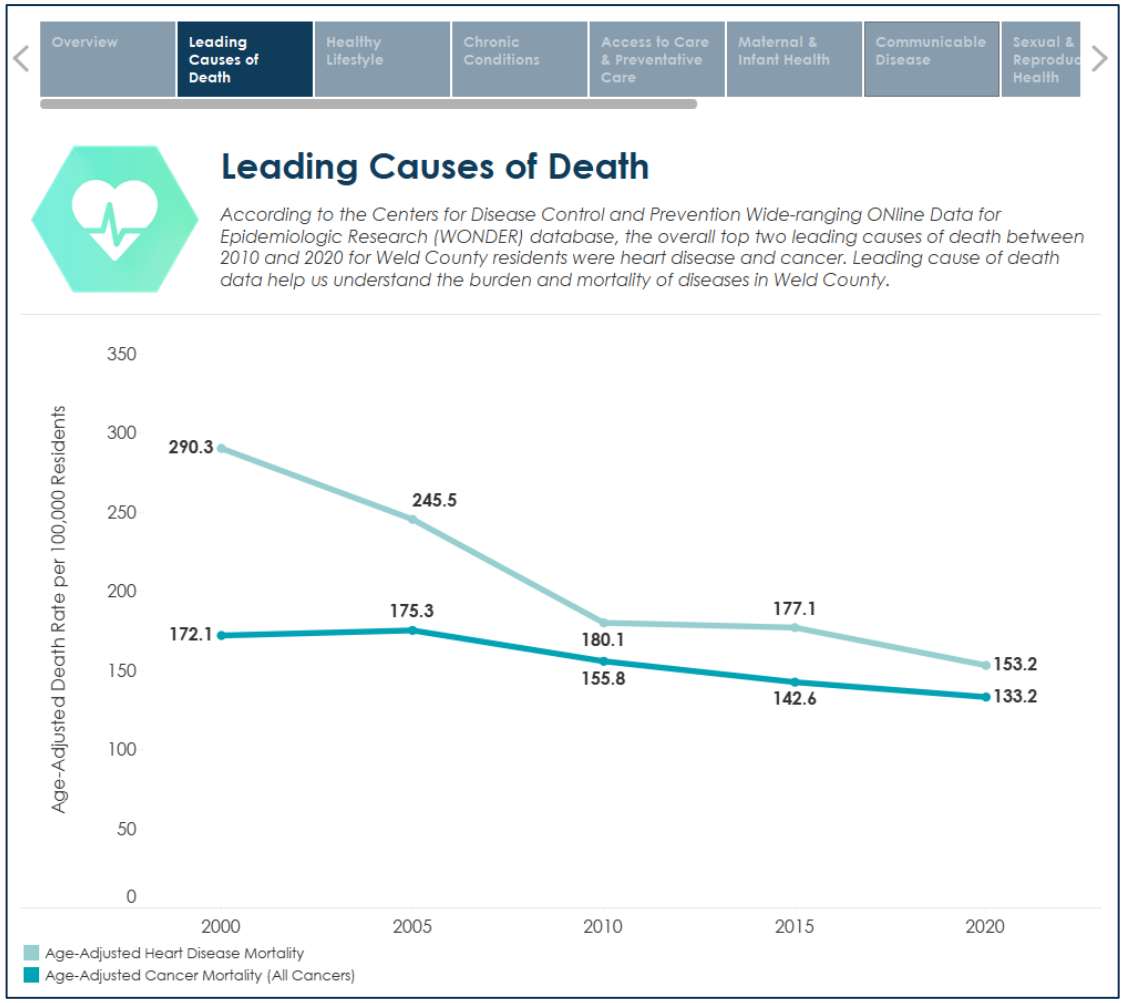
Leading Health Indicators Dashboard

Brief Overview & How-To Demonstration

Weld County Department of Public Health and Environment

What is it?

- Interactive online data dashboard
- Trends over time for Weld County residents



Data come from a variety of sources

- Colorado Electronic Disease Reporting System (CEDRS)
- CDPHE Pregnancy Risk Assessment Monitoring System (PRAMS) database
- CDC Wide-ranging Online Data for Epidemiologic Research (WONDER) database
- CDPHE Vital Stats data (death certificate data)
- Weld Health Assessment Surveys (2007-2022)

Eleven Key Health Indicators

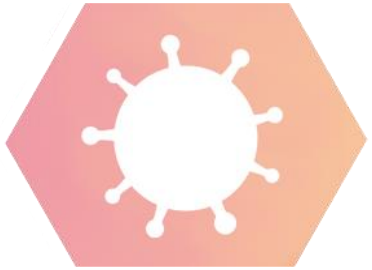
Leading causes of death

Healthy lifestyle

Chronic Conditions

Access to care

Maternal and infant health



Communicable disease

Sexual health and STIs

Mental health

Substance use

Housing and population growth

Determinants of health

Multiple Metrics per Indicator

Chronic Conditions

- **Diabetes prevalence**
- **High blood pressure prevalence**
- **High cholesterol prevalence**

How To Use the Dashboard

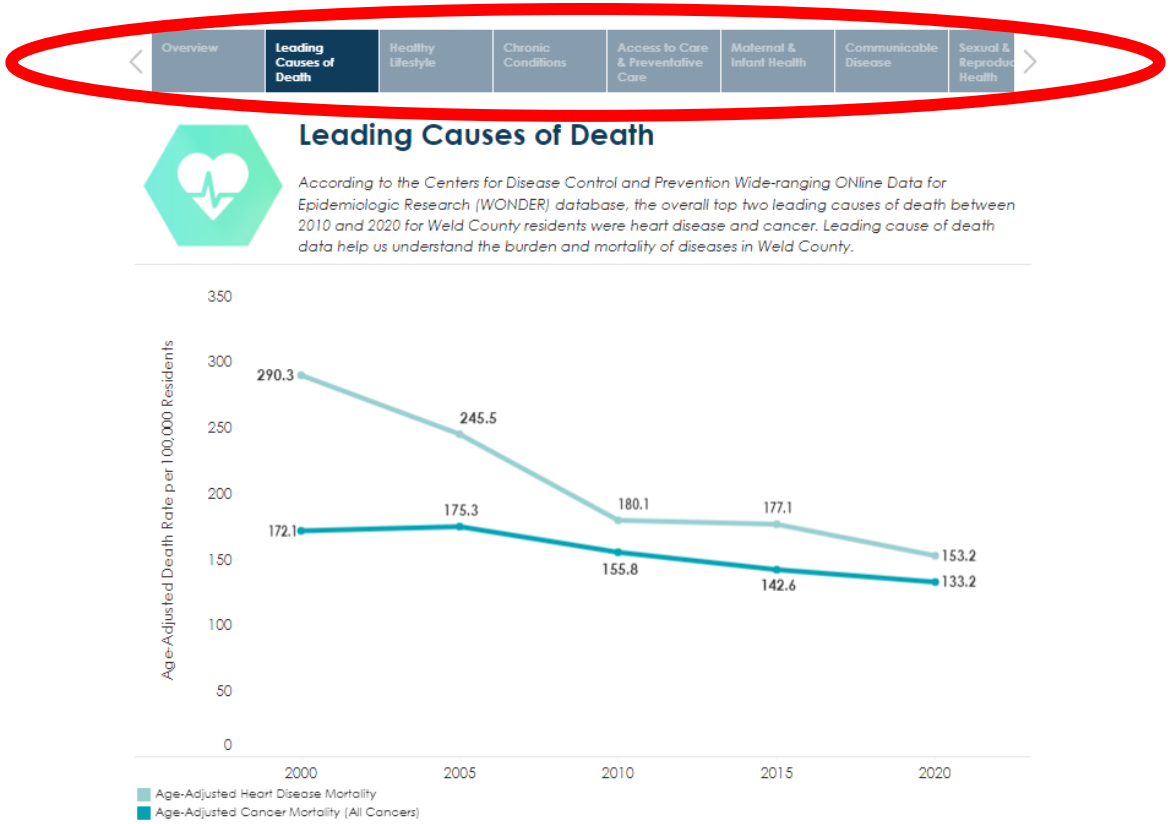
1 Navigate to weldhealth.org

2 Click on LHI dashboard banner

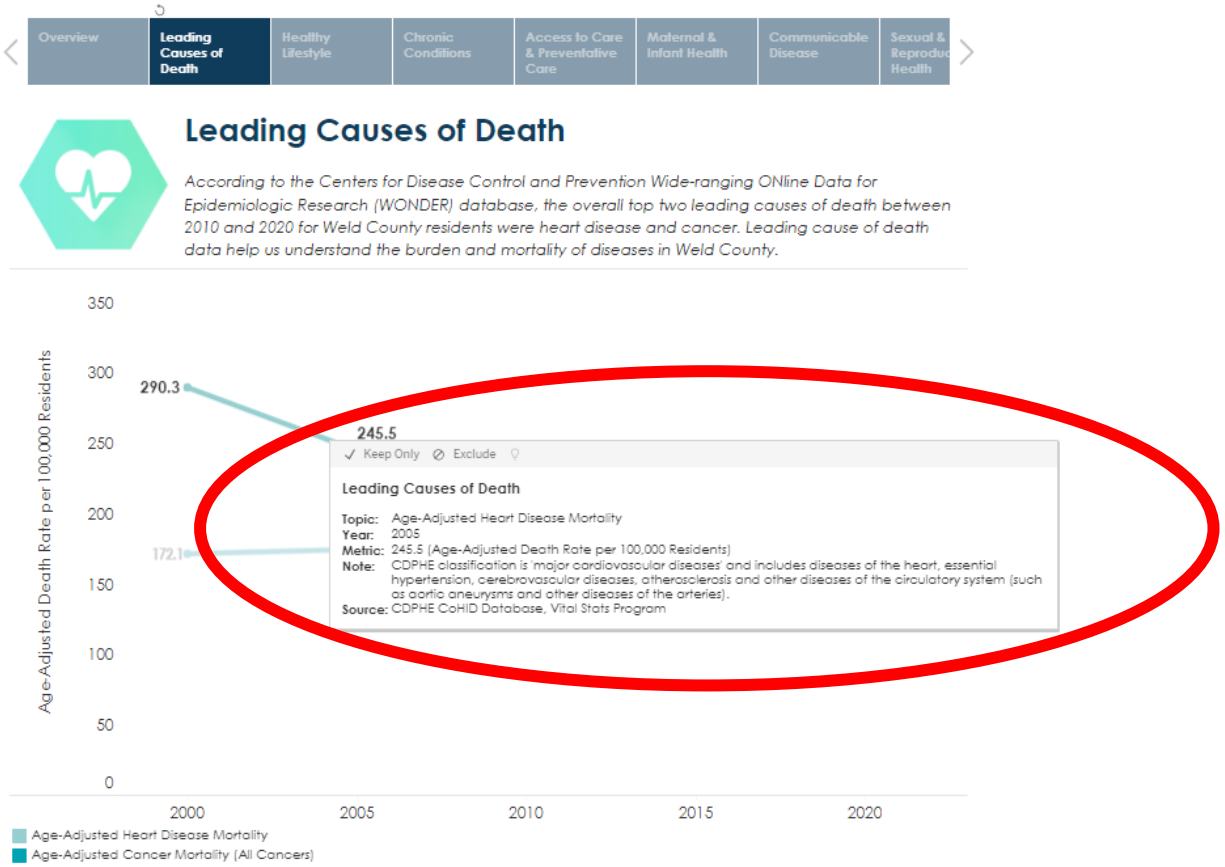
3 Read overview page

4 Navigate topics by blue tabs

Leading Health Indicator Dashboard



5 Click or hover over data for more info



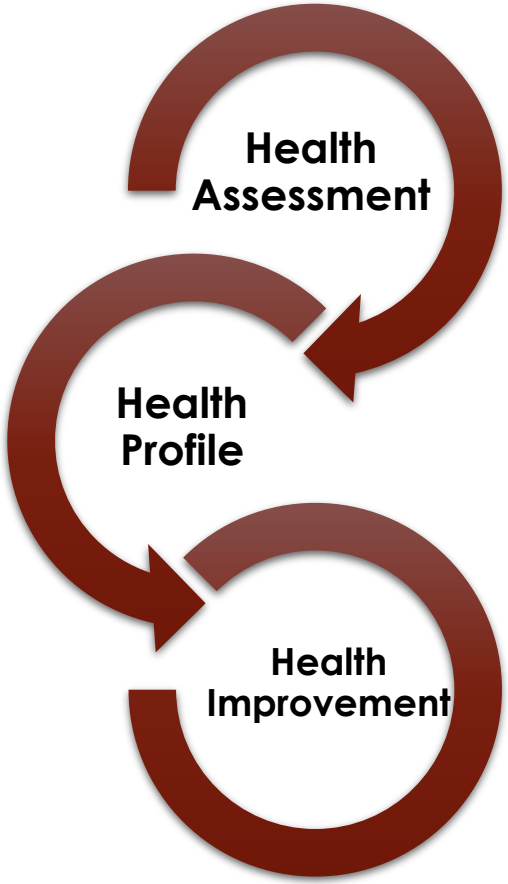
Link

Key Findings Overview

2022 Weld County Community Health Assessment Survey

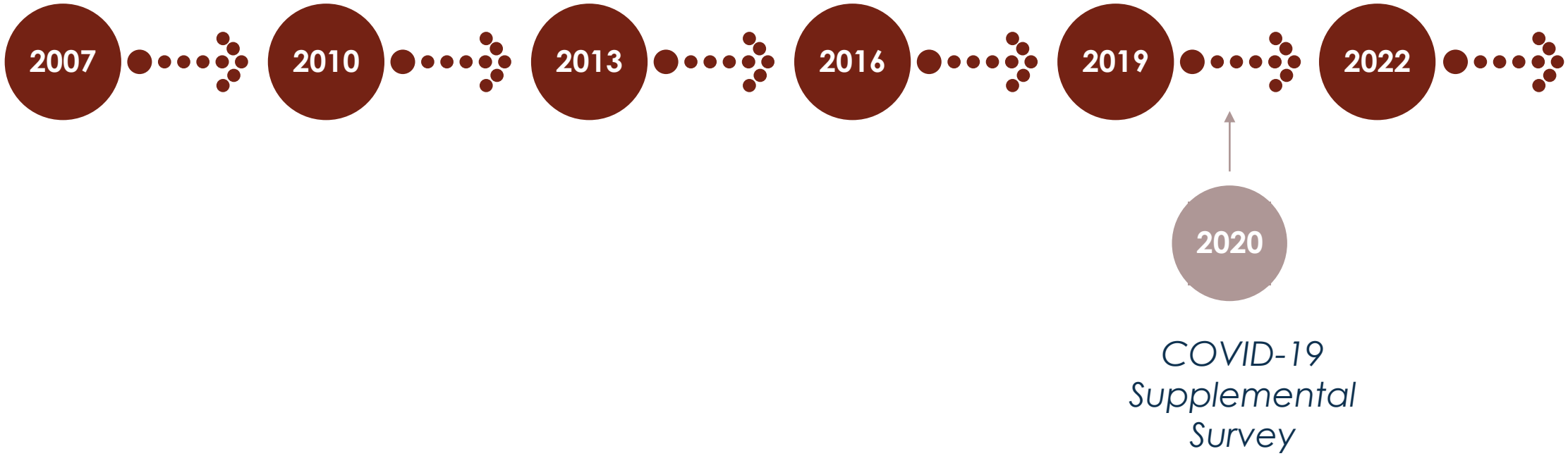
Weld County Department of Public Health and Environment

What is a Community Health Assessment (CHA)?



- Provides **foundation** to improve the health of a population
- Tells the **community story**
- Identifies **health disparities** among different subpopulations and the factors that contribute to them
- **Supports the community's efforts** to achieve health equity
- Data obtained from a **variety of sources** using various data collection methods

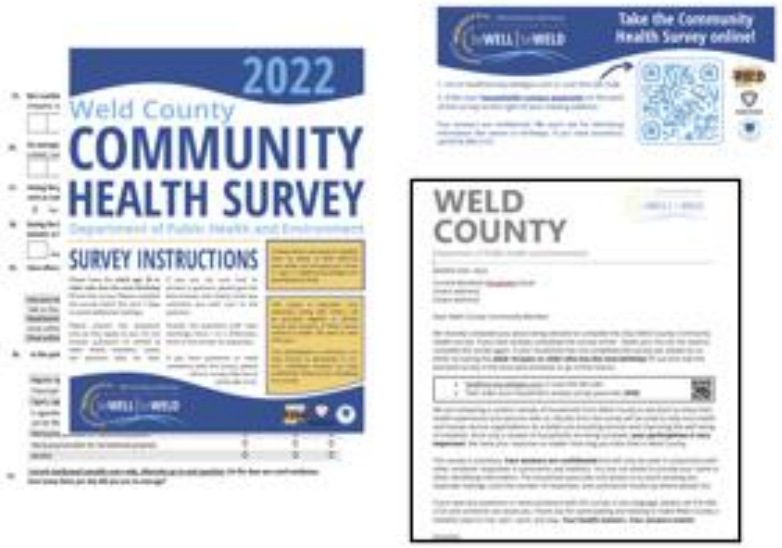
Since 2007, about 15,000 residents have participated in our triennial surveys



All Years - Full Mail Design, Multi-mode

Survey Design

- **Randomly selected** households
- One **adult** per household
- **English** and **Spanish**
- **Online** and **paper**



Survey Implementation

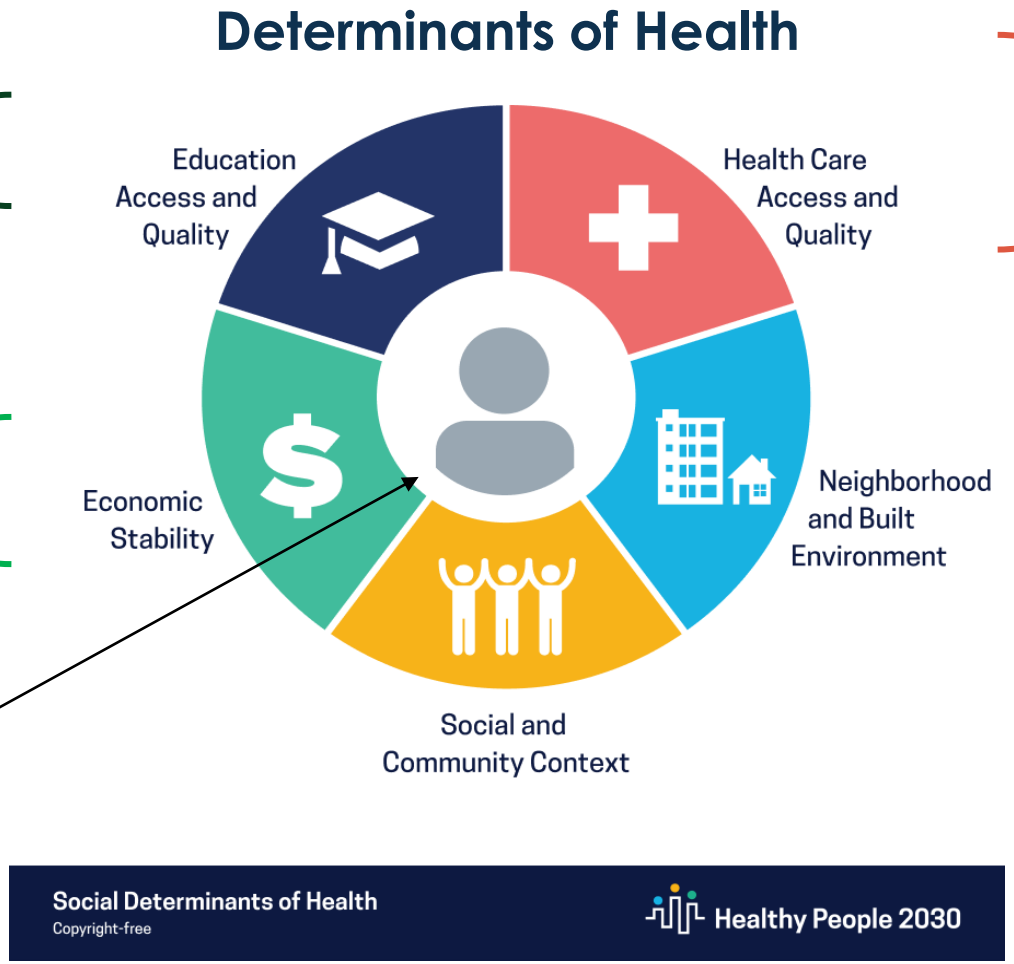
- Fielded **May** – **August** 2022
- **Tailored responsive** mail-based design
- **Repeated** mailing waves

Questionnaire Covers These Areas & More

Education

Poverty
Employment
Food insecurity

Eating habits
Activity levels
Drug and alcohol use
Smoking and cannabis use
Mental health

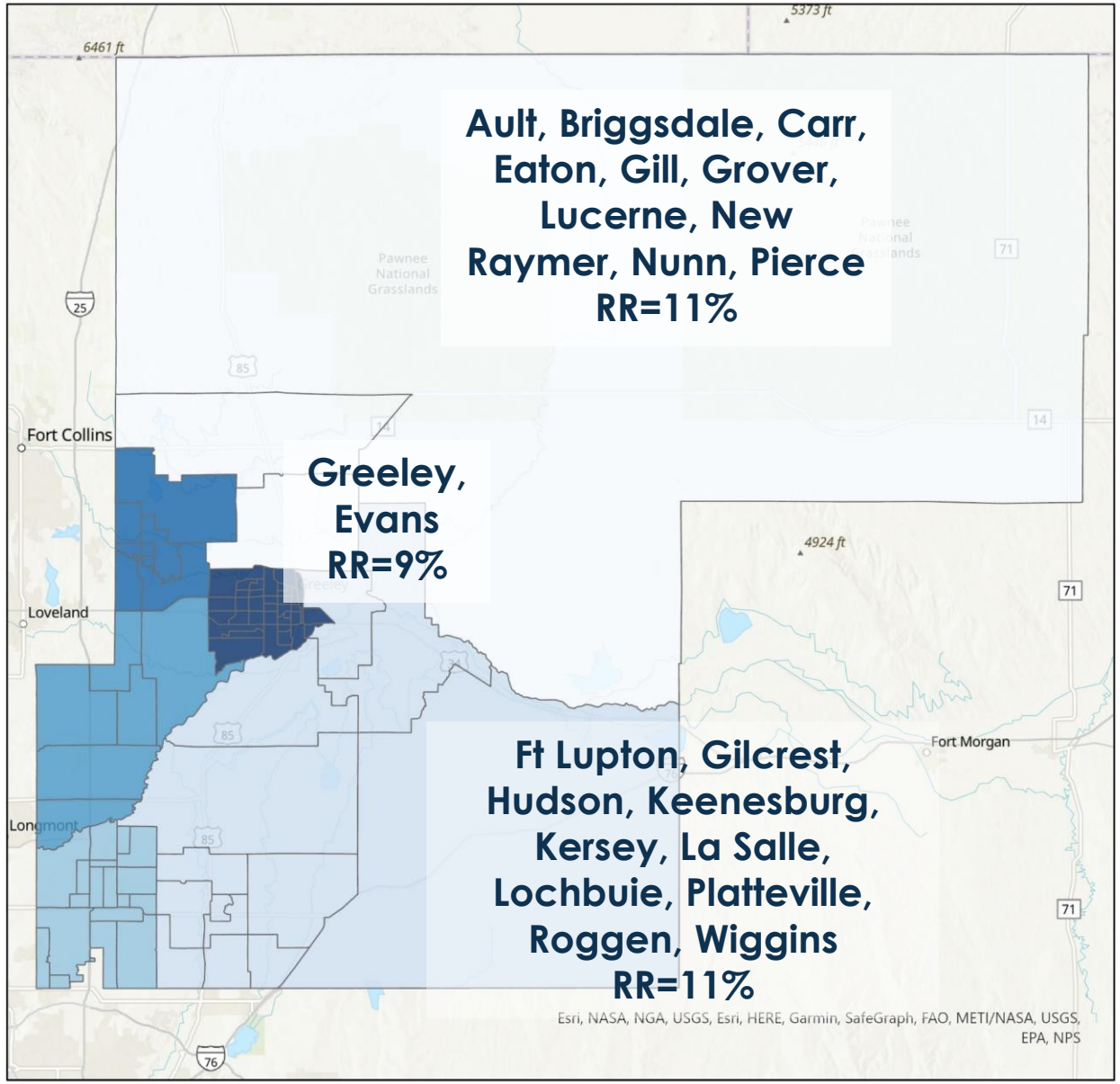


ED visits
Preventive screenings
Usual source of care
Barriers to care
Health insurance

Housing stability
Active transportation
Asthma

2022 Overall Response Rate: 11%

Windsor, Severance Johnstown, Milliken, Mead Firestone, Frederick, Longmont, Erie
RR=13-14%

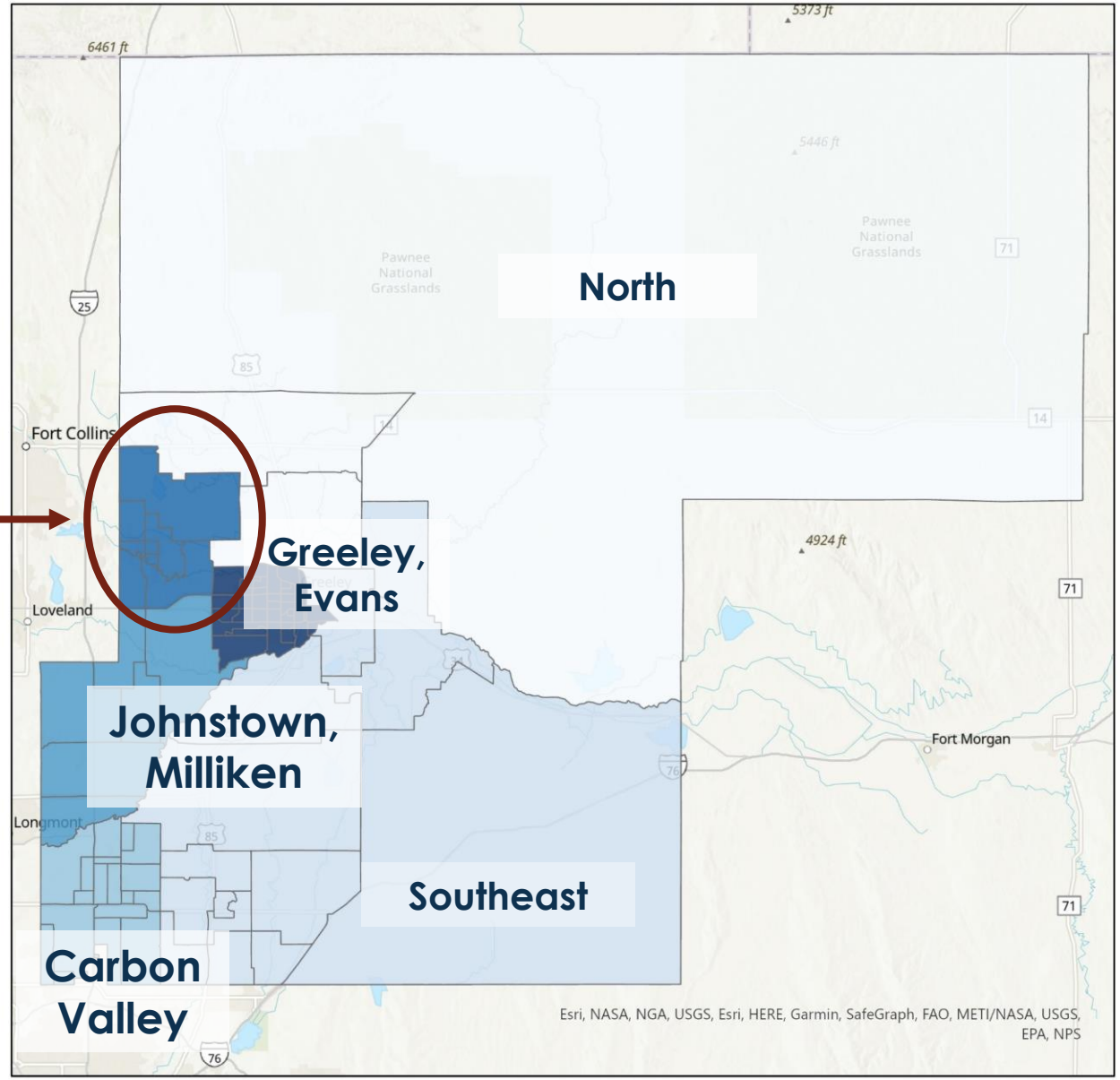


Over 1,800 usable survey responses

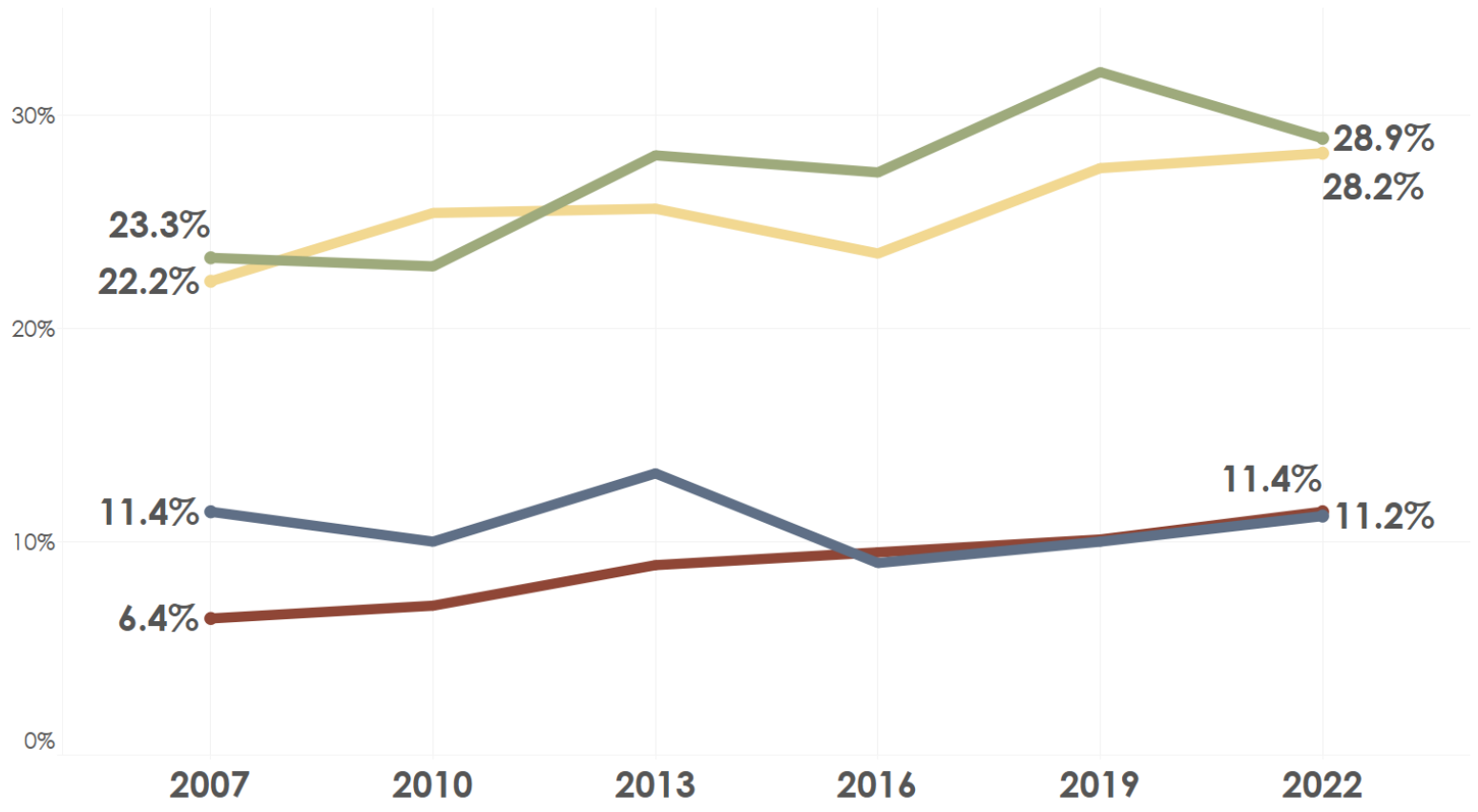
Region Highlight: Windsor/Severance

Windsor, Severance

I-25 Corridor



The prevalence of many chronic conditions have increased



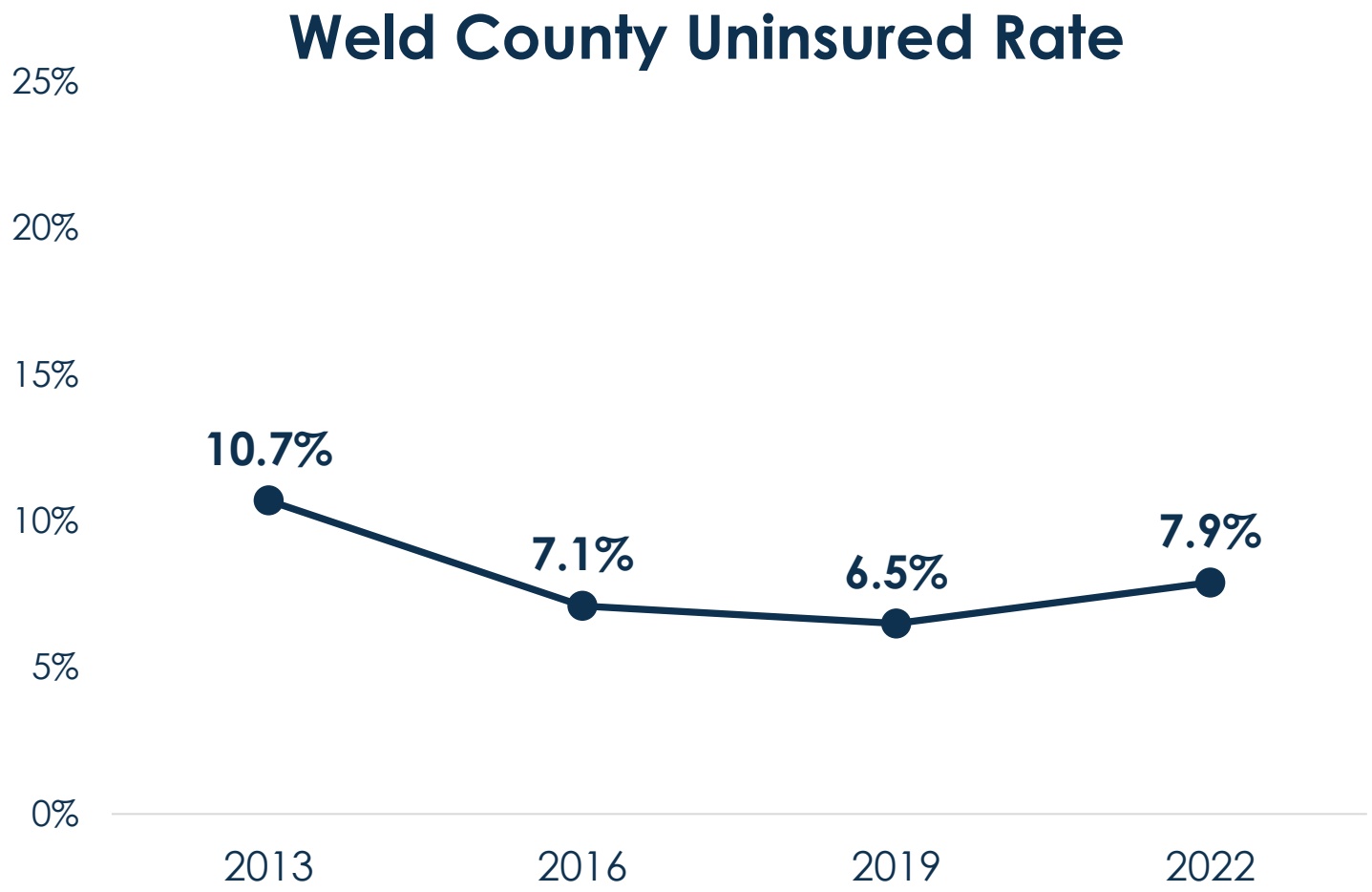
- Asthma
- Diabetes
- High Blood Pressure
- High Cholesterol

Windsor/Severance

22% high blood pressure
31% high cholesterol
9% Asthma
7% Diabetes

Not significantly different from other regions

Countywide, 7.9% of adult residents said they did not have health insurance of any kind



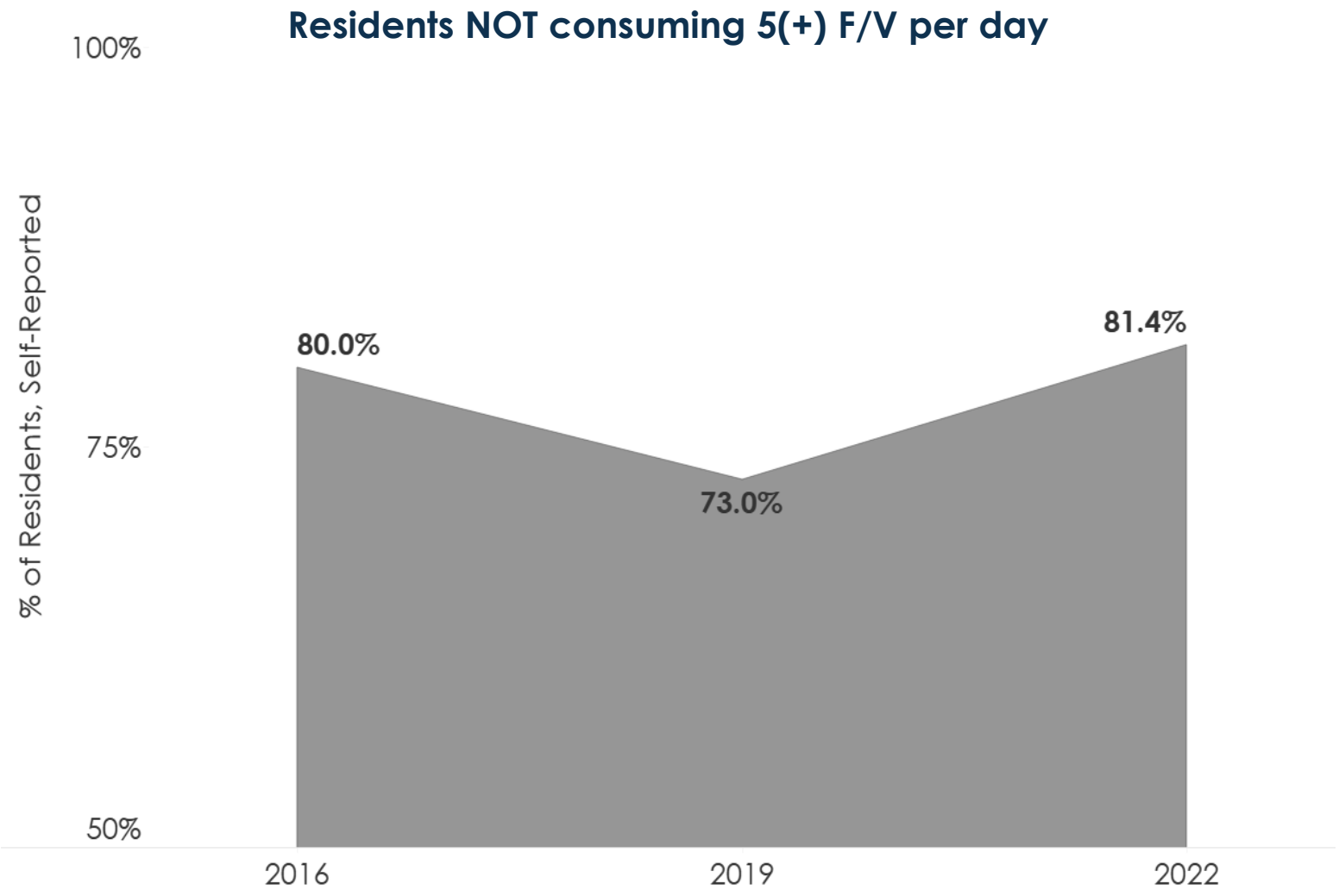
- **18-34-year-olds** (10.7%)
- **Hispanic/Latino/a residents** (23.4%)
- **Those with less than a HS diploma/GED** (26.7%)

Windsor/Severance

3.5% Uninsured

Not significantly different from other regions

More than 80% of adult residents reported they did NOT eat the recommended number of fruit/vegetable servings per day



Windsor/Severance*

75% did NOT meet the 5(+) servings for f/v per day

*This was significantly **better** than other regions*

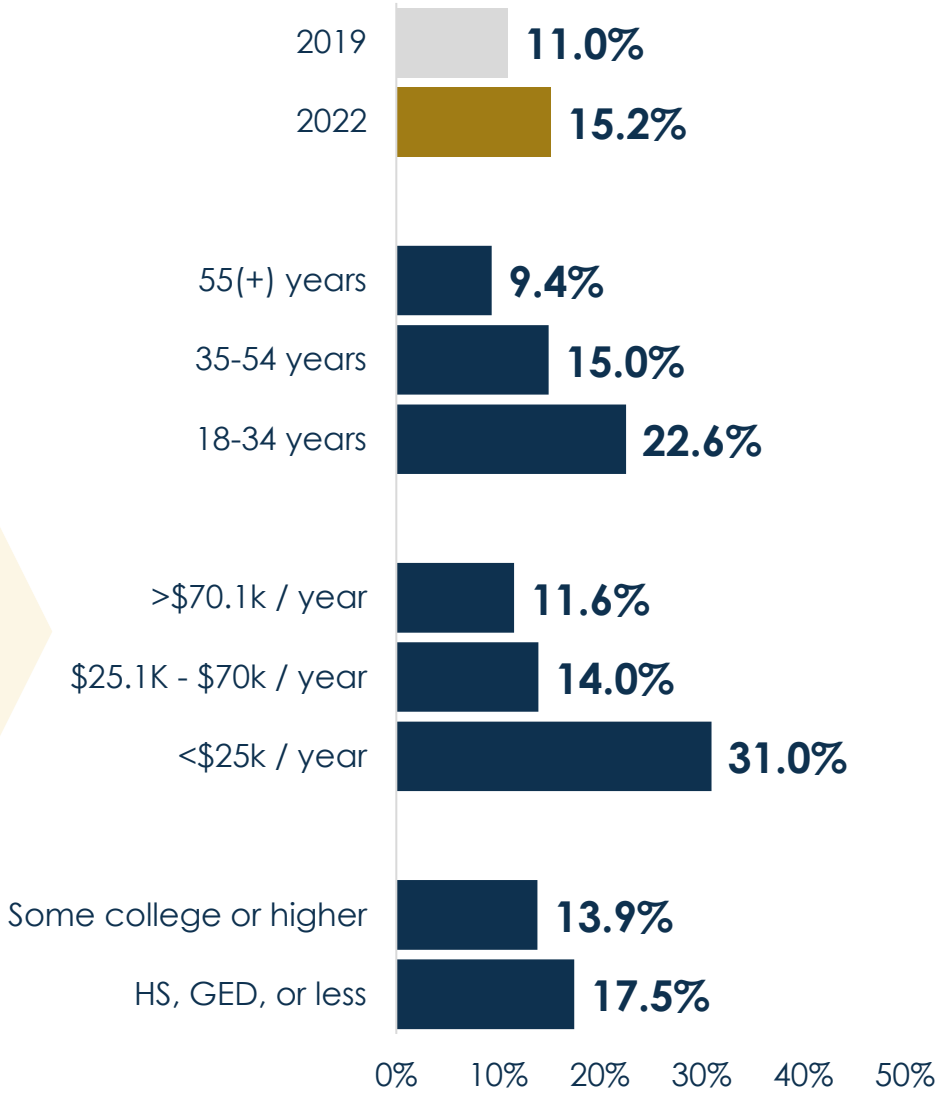
Over 1 in 7 residents (15.2%) reported they had frequent mental health distress

If a resident reported they had 14 or more bad mental health days in the last 30 days → frequent mental health distress

Windsor/Severance

12% reported frequent mental health distress

Not significantly different from other regions

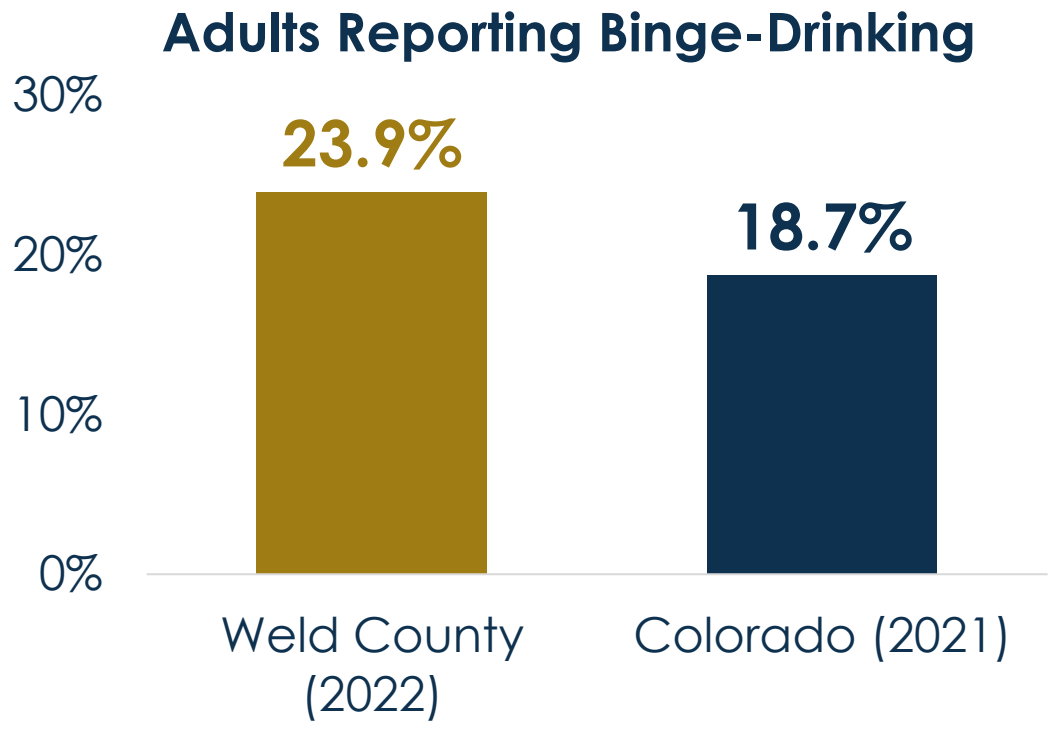


Nearly 1 in 4 adults report binge-drinking in the past 30 days, higher than the statewide rate

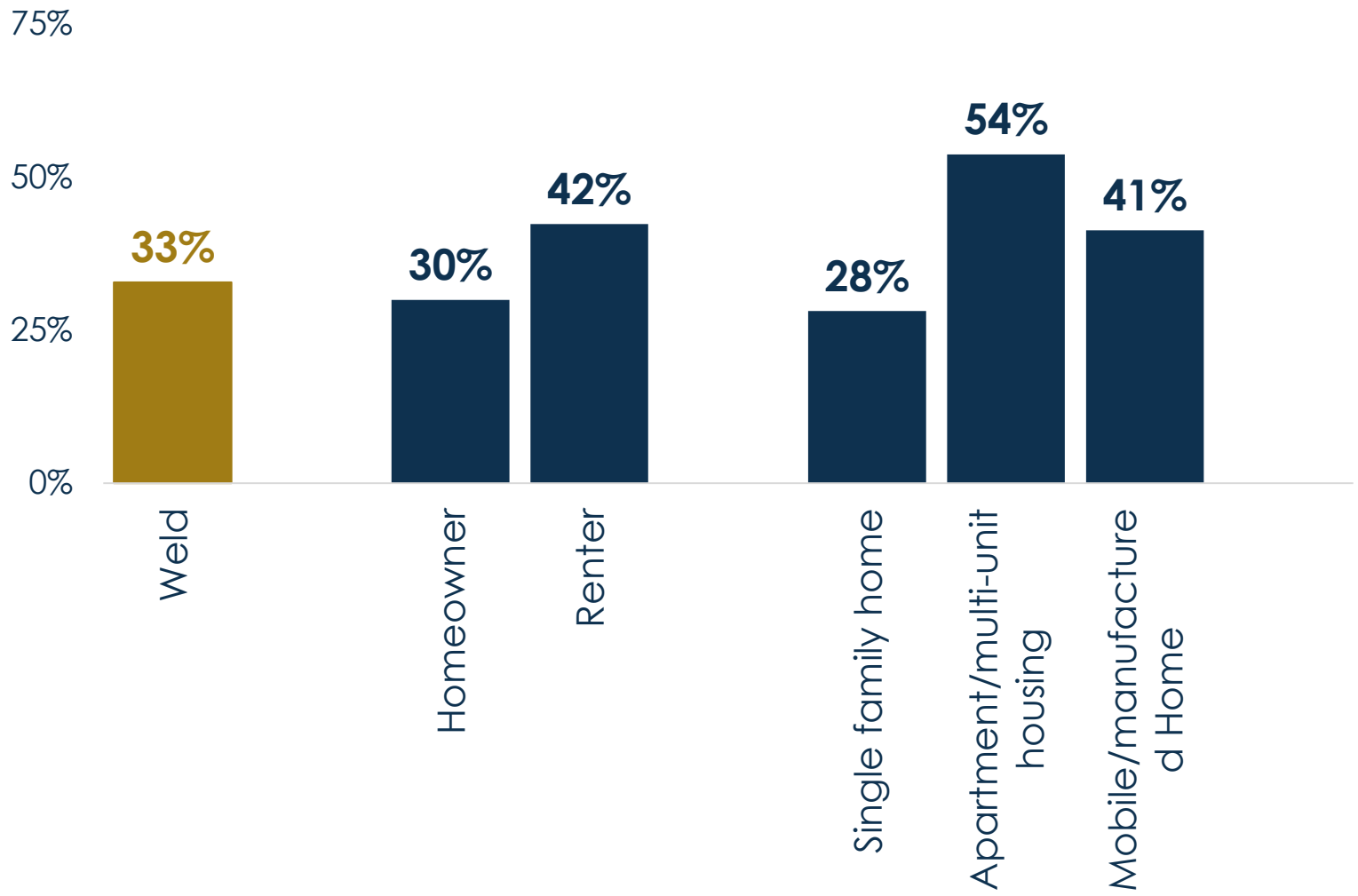
Windsor/Severance

28% reported binge-drinking

Not significantly different from other regions



One-third of residents say they spend more than 30% of their income on mortgage or rent and utility payments



Windsor/Severance

28% reported housing cost burden

Not significantly different from other regions

Next Steps

Key Findings Report

- Report will be available on our website in April
- Resident comments report
- COVID-19 key findings

Online Data Dashboard

- Filter by topic, question, and see differences by demographic characteristics

Focus Group Findings

- General healthcare access and behavioral healthcare access

More Analyses

- Can request analysis by region
- Mapping analyses

Thank you!

Contact:

Cindy Kronauge MPH PhD

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Phone: (970)-400-2221

MEMORANDUM

Date: March 20, 2023
To: Mayor and Town Board
From: Eric Bracke, Transportation Planner
Re: Road Impact Fee Update - E. Bracke, Transportation Planner
Item #: 2.

Background / Discussion:
Staff has completed the review of the existing Road Impact Fees and have made modifications to the fee structure that is consistent with current construction costs. The report has been distributed to the development community for comment. We received comments from two individuals and they have both been responded to with a letter. The comments received were questions and staff answered as appropriate. The next step in the process is to approve the fees through an Ordinance for implementation. A copy of the final report and the draft ordinance is attached.

Financial Impact:

Relationship to Strategic Plan:
Community Safety - design, construction of infrastructure

Recommendation:
Approve the 2023 Fee Structure by setting a date for the Ordinance to be approved by the Town Board

CC:

Attachments:
1. windsor road fee - FINAL
2. 3.15.23 DRAFT Road Impact Fee Ordinance

ROAD IMPACT FEE UPDATE

for the

Town of Windsor, Colorado

prepared by

FELSBURG HOLT & ULLEVIG

and

DUNCAN ASSOCIATES

November 2022

Table of Contents

EXECUTIVE SUMMARY 1
MAJOR ROADWAY SYSTEM 4
METHODOLOGY 6
SERVICE UNITS 7
LEVEL OF SERVICE 11
COST PER SERVICE UNIT 13
NET COST PER SERVICE UNIT 15
UPDATED FEE SCHEDULE 18
APPENDIX A: IMPROVEMENT COSTS 19
APPENDIX B: LAND USE DEFINITIONS 21
APPENDIX C: COST ESTIMATE DETAIL SHEETS 23

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Elliot Sulsky, PE, AICP, Project Manager

EXECUTIVE SUMMARY

Impact fees are a type of development exaction intended to ensure that new development pays its proportionate fair share of the cost of growth-related infrastructure improvements. Impact fees are charges that are assessed on new development based on a standard formula rather than an individualized assessment. The fees are one-time, up-front charges, with the payment usually made at the time of building permit issuance. Essentially, impact fees require that each new residential or commercial project pay its pro-rata share of the cost of new infrastructure facilities required to serve that development.

Impact fees and other forms of developer exactions are not the sole answer to local government's capital funding needs. These funding mechanisms do not address the costs of maintenance, rehabilitation, or replacement of existing facilities, nor can they be used to fund capital improvements required to remedy existing capacity deficiencies or safety problems. Rather than the ultimate solution to a community's capital funding needs, impact fees should be viewed as a supplemental financing mechanism to be used in concert with more traditional funding sources.

The Town of Windsor originally adopted road impact fees in 2001, based on a transportation plan and impact fee study. The fees were last comprehensively updated in 2017, although there have been subsequent inflation adjustments. The Town has engaged the consultant team of Felsburg Holt & Ullevig and Duncan Associates to update the transportation plan and fees.

Windsor is a fast-growing home rule municipality in northern Colorado. The population increased by 75% over the last decade, from 18,644 in 2010 to 32,716 in 2020. It is located about 60 miles north of Denver, abuts I-25, straddles the boundary between Larimer and Weld Counties, and is about halfway between Fort Collins and Greeley.

Summary of Changes

Changes from the 2017 road impact fee study include the following:

Land Use Categories. This update adds convenience store with gasoline sales and fast food restaurant uses to the fee schedule.

Major Road System. An alternative definition of the major road system that excludes State roads was dropped from this update.

Improvement Costs. Roundabouts were added, but costs continue to exclude right-of-way acquisitions, landscaping, and major utility relocations.

Revenue Credits. A credit for Town non-impact fee funding is no longer provided, as it is not deemed to be warranted.

Fee Changes

The Town's road impact fees are currently assessed at about 16% more than the maximum fees calculated in the 2017 study, due to annual adjustments for construction cost inflation. The updated fees are compared to the maximum fees calculated in 2017 and current fees in Table 1. The percentage changes vary considerably by land use type. These variations are due to changes in travel demand factors (trip generation and average trip length). The updated fee for a single-family unit is up 75% from the previous study, and 51% from the current inflation-adjusted fee.

Table 1. Current and Updated Road Impact Fees

Land Use Type	Unit	2017 Study	Inflation Adjust.	Current Fee	Updated Fee	Change From: Study	Change From: Current
Single-Family Detached	Dwelling	$3,838	$621	$4,459	$6,715	75%	51%
Multi-Family	Dwelling	$2,436	$394	$2,830	$4,353	79%	54%
Mobile Home Park	Site	$1,156	$186	$1,342	$2,900	151%	116%
Retail/Commercial	1,000 sq. ft.	$5,076	$821	$5,897	$9,205	81%	56%
Convenience Store w/Gas	1,000 sq. ft.	n/a	n/a	n/a	$16,130	n/a	n/a
Fast Food Restaurant	1,000 sq. ft.	n/a	n/a	n/a	$21,316	n/a	n/a
Office	1,000 sq. ft.	$4,674	$756	$5,430	$8,238	76%	52%
Public/Institutional	1,000 sq. ft.	$2,834	$458	$3,292	$3,432	21%	4%
Industrial	1,000 sq. ft.	$2,016	$326	$2,342	$4,317	114%	84%
Warehouse	1,000 sq. ft.	$1,879	$304	$2,183	$1,547	-18%	-29%
Mini-Warehouse	1,000 sq. ft.	$1,319	$214	$1,533	$1,310	-1%	-15%
Oil and Gas Well	Wellhead	$2,111	$342	$2,453	$3,642	73%	48%

Source: Current fees from Town of Windsor Fee Schedule, updated January 1, 2021; 2017 maximum fees for total system from Duncan Associates/Felsburg Holt & Ullevig, *Road Impact Fee Update*, September 2017, updated fees from Table 17.

Components of Fee Changes

The demand unit is a daily vehicle-mile of travel (VMT). The fees are the product of two primary factors: the net cost per VMT and the VMT per unit.

The net cost per VMT is the cost per VMT less the revenue credit per VMT. The cost per VMT is up 64% compared to the 2017 study, while the revenue credit is down 40%. The reduction in the revenue credit is primarily due to dropping the unwarranted credit for local funding. Taken together, the net cost per VMT is up 111% from the 2017 study, as shown in Table 2.

Table 2. Change in Net Cost per VMT

	2017	2022	Change
Cost per VMT	$209	$343	64%
– Revenue Credit per VMT	-$65	-$39	-40%
Net Cost per VMT	$144	$304	111%

Source: 2017 figures from *Town of Windsor Road Impact Fee Update*, 2017; 2022 figures from Table 16.

The second component – travel demand by land use – is the product of new trips per unit and average trip length. Trip rates were updated from the 2012 to the 2021 edition of the *Trip Generation Manual*. Trip lengths changed due to updated modeling to derive an overall average trip length for development in the Windsor service area, and adjusting national trip lengths by trip purpose from the most recent (2017 versus 2009) *National Household Travel Survey* to be consistent with the overall local average trip length. The resulting changes are summarized in Table 3. Vehicle travel per development unit is down for most land uses.

Table 3. Changes in Travel Demand by Land Use

		New Trips per Unit			Trip Length (miles)			VMT per Unit		
Land Use Type	Unit	2017	2022	Chng.	2017	2022	Chng.	2017	2022	Chng.
Single-Family Det.	Dwelling	4.76	4.71	-1%	5.60	4.69	-16%	26.66	22.09	-17%
Multi-Family	Dwelling	3.33	3.37	1%	5.08	4.25	-16%	16.92	14.32	-15%
Mobile Home Park	Site	2.50	3.56	42%	3.21	2.68	-17%	8.03	9.54	19%
Retail/Commercial	1,000 sq. ft.	9.18	8.14	-11%	3.84	3.72	-3%	35.25	30.28	-14%
Office	1,000 sq. ft.	5.52	5.42	-2%	5.88	5.00	-15%	32.46	27.10	-17%
Public/Institutional	1,000 sq. ft.	3.80	3.37	-11%	5.18	3.35	-35%	19.68	11.29	-43%
Industrial	1,000 sq. ft.	1.91	2.37	24%	7.33	5.99	-18%	14.00	14.20	1%
Warehouse	1,000 sq. ft.	1.78	0.85	-52%	7.33	5.99	-18%	13.05	5.09	-61%
Mini-Warehouse	1,000 sq. ft.	1.25	0.72	-42%	7.33	5.99	-18%	9.16	4.31	-53%
Oil and Gas Well	Wellhead	2.00	2.00	0%	7.33	5.99	-18%	14.66	11.98	-18%

Source: 2017 figures from *Town of Windsor Road Impact Fee Update*, 2017; 2022 figures from Table 8.

MAJOR ROADWAY SYSTEM

A road impact fee should have a clear definition of the roadway system that the fees will be used to improve. Windsor's road impact fee is designed and intended to fund improvements to arterial and major collector roads within the Town and its Growth Management Area (GMA), excluding interstates and U.S. highways. These are referred to as the "major roads" or the "major roadway system." An updated functional classification map of roadways within the GMA was prepared by Felsburg Holt & Ullevig in coordination with the Town as part of this update, and it is presented in Figure 1. Minor collectors, US 34, and I-25 are shown on the map, but are excluded from the major roadway system that is eligible for impact fee funding.

Figure 1. Functional Classification Map

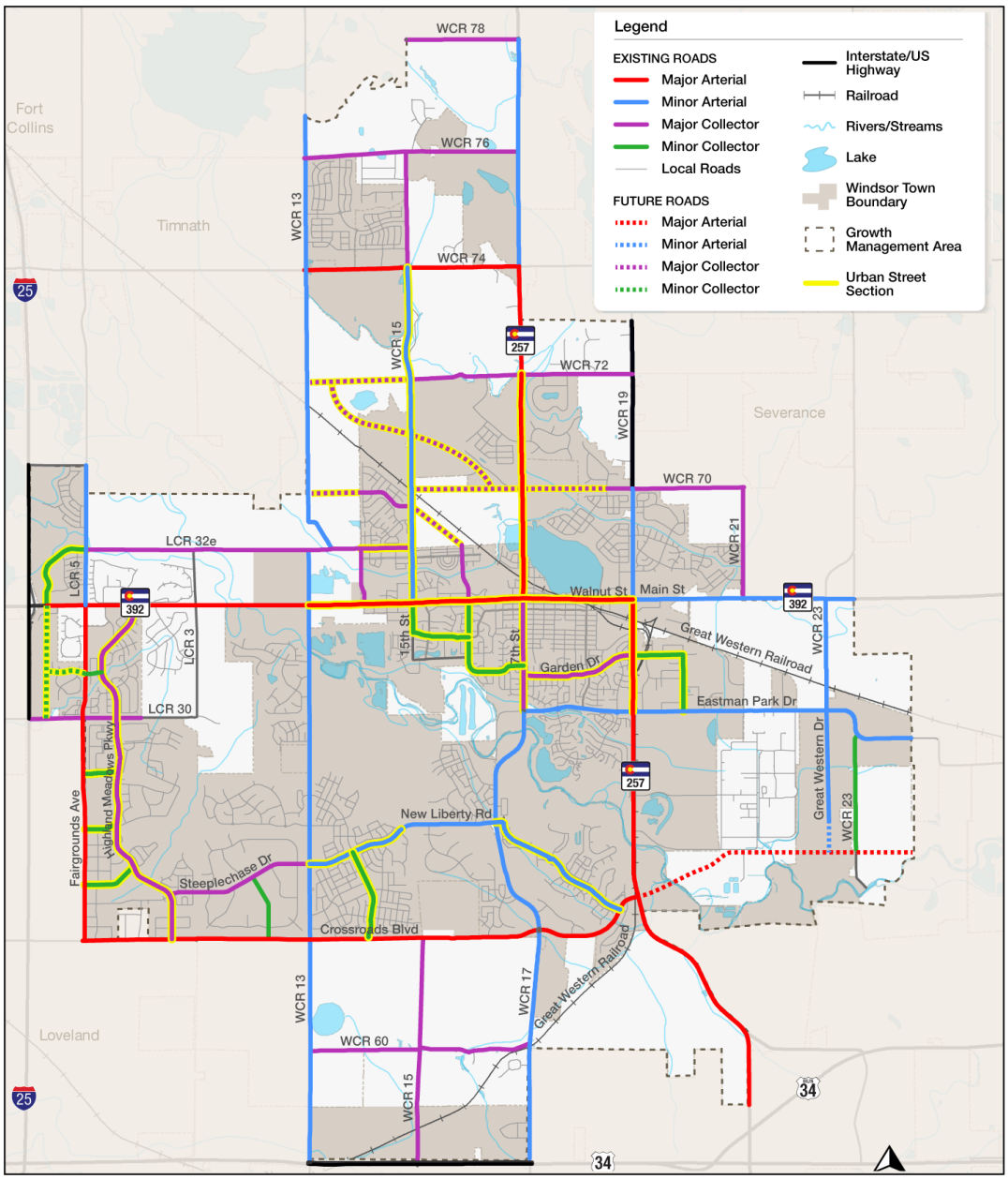
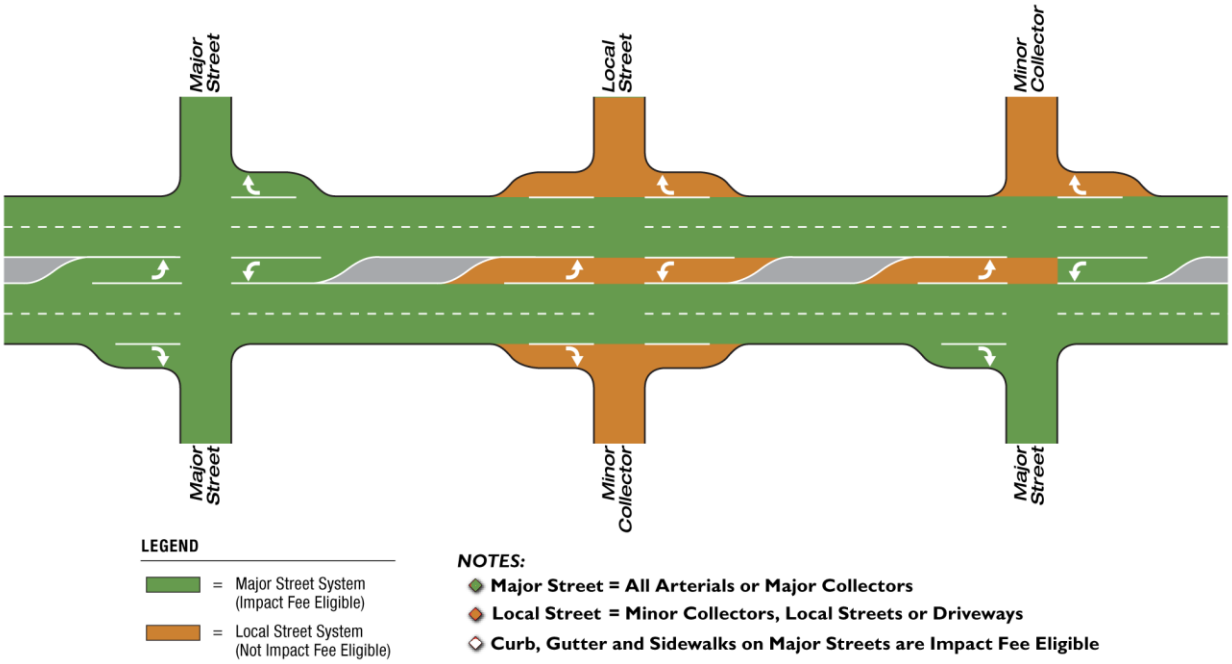


Figure 2 provides an illustration of roadway segments and improvements that are considered part of the major roadway system and eligible to be funded with road impact fees, versus minor collector and local streets that are not considered part of the major roadway system. Minor collectors and local street construction and improvements are the responsibility of developments that necessitate these streets.

Figure 2. Eligible Major Road Improvements



In the Town's previous impact fee studies, road impact fees were calculated for two alternative definitions of the major roadway system. One option was to define it as the total system, including State roads within the GMA. This definition recognizes that the Town will need to contribute to the cost of State road improvements to ensure maintenance of acceptable levels of service within the Town and its GMA. The road impact fee is reduced by a revenue credit that accounts for anticipated State funding for these improvements. This is the major road system definition that has been the basis for the Town's road impact fees since they were originally adopted in 2001.

The alternative would be to redefine the major roadway system designed to be funded by the impact fees as only the non-State (Town and County) arterials and major collectors within the GMA. It is anticipated that the Town will desire to continue to have the ability to contribute impact fee funds toward State road improvements within the GMA. To retain this flexibility, it is necessary to continue to base the fees on the "total system" definition of the major roadway system. This update does not calculate the alternative that excludes State roads.

METHODOLOGY

The Town's road impact fee methodology uses the "consumption-based" approach, which basically charges a new development the cost of replacing the capacity that it consumes on the major roadway system. That is, for every service unit of traffic generated by the development, the impact fee charges the net cost to construct an additional service unit of capacity. Since travel is never evenly distributed throughout a roadway system, actual roadway systems require more than one vehicle-mile of capacity (VMC) for every vehicle-mile of travel (VMT) to keep most road segments functioning at an acceptable level of service. Consequently, the consumption-based road impact fee model generally underestimates the full cost of growth. It is, however, a conservative, legally sound and relatively simple approach to the calculation of road impact fees. In the standard consumption-based model, the VMT generated by a development is multiplied by the cost per VMC to develop the impact fee.

While the consumption-based model is probably the most commonly-used approach for road impact fees in the nation, many communities have used the alternative "improvements-driven" model. The improvements-driven approach essentially divides the cost of growth-related improvements required over a fixed planning horizon (or to build-out) by the number of new service units (e.g., VMT) projected to be generated by growth over the same planning horizon to determine the cost per service unit. Fees based on the improvement-driven methodology should be spent only on improvements included in the plan.

The standard consumption-based methodology is retained in this update to provide the flexibility to make improvements as required by development as it occurs. The total cost of the needed capacity improvements is not used directly in the fee calculations, which instead utilize the average cost to add new capacity derived from those planned improvement costs.

The formula for Windsor's road impact fee calculations is shown in Figure 2.

Figure 3. Road Impact Fee Formula

FEE = VMT x NET COST/VMT

Where:

VMT	=	TRIPS x % NEW x MILES
TRIPS	=	1/2 trip ends generated by development during average weekday
% NEW	=	Percentage of primary trips as opposed to pass-by or diverted-linked trips
MILES	=	Average length of a trip on major roadway system by trip purpose
NET COST/VMC	=	COST/VMT - CREDIT/VMT
COST/VMT	=	COST/VMT x VMC/VMT
COST/VMC	=	Average cost to create a new VMC based on planned improvements
VMC/VMT	=	The system-wide ratio of capacity to demand in the major road system (assumed 1:1)
CREDIT/VMT	=	Net present value of revenues attributable to new development provided by other entities to be used for capacity-expanding road improvements in the GMA

SERVICE UNITS

A service unit is a uniform unit of demand on roadway facilities. An appropriate demand unit for road impact fees is a vehicle-mile of travel (VMT). Vehicle-miles of travel is a combination of the number of vehicles traveling during a given time period and the distance (in miles) that these vehicles travel. Available traffic counts and projected volumes and roadway capacities are expressed in terms of vehicles per 24-hour period. Consequently, average daily VMT is the most appropriate service unit for Windsor's road impact fees.

The travel demand generated by specific land use types is a product of three factors: 1) trip generation, 2) percent primary trips and 3) trip length. The first two factors are well documented in the professional literature, and the average trip generation characteristics identified in studies of communities around the nation should be reasonably representative of trip generation characteristics in Windsor. In contrast, trip lengths are much more likely to vary between communities, depending on the geographic size and shape of the community and its major roadway system.

To make the fee calculations easier to follow, numbers in one table that are inputs into another table are highlighted in red.

Trip Generation

Trip generation rates are based on information published in the most recent edition of the Institute of Transportation Engineers' (ITE) *Trip Generation Manual*. Trip generation rates represent trip ends, which consist of both origins and destinations. Thus, a single trip from home to work counts as one trip end for the residence and one trip end for the workplace, for a total of two trip ends. To avoid over-counting, all trip rates have been divided by two. This splits the responsibility for a trip equally between the origin and destination, and avoids the double-counting of trips. The 2017 study was based on the 2012 9th edition of the ITE manual, while this update is based on the 2021 11th edition.

Percent New Trips

Trip rates for retail/commercial uses need to be adjusted by a "percent new trips" to exclude pass-by and diverted-linked trips. This adjustment is intended to reduce the possibility of over-counting trips generated by the development. Pass-by trips are those trips that are already on a particular route for a different purpose and simply stop at a particular development on that route. For example, a stop at a convenience store on the way home from the office is a pass-by trip for the convenience store. Pass-by trips place no additional burden on the street system and are excluded from the new trip percentage. A diverted-linked trip is like a pass-by trip, but a diversion is made from the regular route to make an interim stop. The reduction for pass-by and diverted-linked trips for retail/commercial was drawn from the ITE manual.

The recommended trip generation rates, new trip percentages and resulting new trips generated by specific land use categories are presented in Table 4.

Table 4. Trip Generation Rates

Land Use Type	ITE Code	Unit	Daily Trips	% New	New Trips
Single-Family Detached	210	Dwelling	4.71	100%	4.71
Multi-Family	220	Dwelling	3.37	100%	3.37
Mobile Home Park	240	Site	3.56	100%	3.56
Retail/Commercial	820	1,000 sq. ft.	18.50	44%	8.14
Convenience Store w/Gas	945	1,000 sq. ft.	312.10	17%	53.06
Fast Food Restaurant	934	1,000 sq. ft.	233.74	30%	70.12
Office	710	1,000 sq. ft.	5.42	100%	5.42
Public/Institutional	620	1,000 sq. ft.	3.37	100%	3.37
Industrial	140	1,000 sq. ft.	2.37	100%	2.37
Warehouse	150	1,000 sq. ft.	0.85	100%	0.85
Mini-Warehouse	151	1,000 sq. ft.	0.72	100%	0.72
Oil and Gas Well	n/a	Wellhead	2.00	100%	2.00

Source: Daily trips is 1/2 trip ends during a weekday, ITE, Trip Generation Manual, 11th ed., 2021 (for oil and gas wells, 1/2 daily trip ends per wellhead for oil and gas removal, routine inspections and maintenance and repair from City of Loveland, Development Services Department, memorandum for August 19, 2014 City Council meeting, agenda item 14); percent new trips for retail uses from the ITE manual.

Average Trip Length

The average trip length on the major roadway system is the most difficult travel demand factor to determine, because it varies due to size and geographic distribution of communities, and because it needs to exclude travel on all roadways that are not part of the major roadway system. The approach used here is to divide the existing VMT on the major roadway system in the Town's Growth Management Area (GMA) by the number of daily trips generated by existing land use within the area to determine the average trip length on the major roadway system. The number of daily trips generated by existing development in the GMA is estimated based on existing development and national average trip generation rates, as shown in Table 5.

Table 5. Total Average Daily Trips

Land Use Type	Development Unit	Existing Units	Trips/ Unit	Daily Trips
Residential	Households	12,444	4.52	56,247
Retail	Employees	1,322	8.75	11,568
Other Nonresidential	Employees	8,298	1.56	12,945
Total Average Daily Trips				80,760

Source: Existing households and employees in GMA in 2020 from Felsburg Holt & Ullevig, October 26, 2022 based on transportation model; trips per unit is one-half trip ends during a week day from Institute of Transportation Engineers (ITE), *Trip Generation*, 11th edition, 2021; residential trip rate is average of 86% single-family detached and 14% multi-family units in the Town from U.S. Census, *American Community Survey* 2016-2020 5% sample data; retail trip rate per employee is based on 0.93 employees per 1,000 sq. ft. from US Dept. of Energy, *Commercial Building Energy Consumption Survey*, 2012 and the average shopping center trip generation rate and primary trip factor from Table 4; other nonresidential trip rate is average of one-half of trip ends during a week day per employee for general office building (1.66) and industrial park (1.45) from the ITE Trip Generation Manual..

Traffic that is passing through the major roadway system, without an origin or destination in the GMA, should not be counted in determining the average trip length. Deducting the estimate of through traffic, then dividing the vehicle-miles of travel by trips generated in the GMA, yields an estimate of the average length of a trip on the major roadway system. As shown in Table 6, this approach indicates that the average trip length on the major roadway system in the Windsor planning area is 4.75 miles.

Table 6. Average Trip Lengths

2020 Vehicle-Miles of Travel (VMT)	511,806
x Percent Non-Pass-Through Traffic	75%
2020 Non-Pass-Through VMT	383,855
÷ 2020 Trips	80,760
Average Trip Length	4.75

Source: 2020 VMT and percent non-pass-through traffic based on modeling from Felsburg Holt & Ullevig, October 26, 2022; 2020 daily trips from existing development in GMA from Table 5.

The overall average trip length in Windsor is used to derive trip lengths for specific purposes including residential, retail, office, and institutional. Data from the National Household Travel Survey by trip purpose is adjusted for use in Windsor by using the overall average trip length in Windsor to derive local trip lengths by purpose, as shown in Table 7.

Table 7. Trip Length by Purpose

Trip Purpose	National Trip Length (miles)	Local Adjustment Factor	Local Trip Length (miles)
Single-Family Detached	8.96	0.523	4.69
Multi-Family	8.12	0.523	4.25
Mobile Home	5.13	0.523	2.68
Shopping	7.11	0.523	3.72
Medical/Dental	9.56	0.523	5.00
School/Church	6.41	0.523	3.35
To or from work	11.45	0.523	5.99
Average	9.08	0.523	4.75

Source: National trip lengths by trip purpose from U.S. Department of Transportation, *National Household Travel Survey*, 2017 (trip lengths by housing type derived from 2009 survey – not available in 2017 survey); overall local average trip length from Table 6; adjustment factor is ratio of overall average local to national trip length; local trip length by purpose is product of national trip length and adjustment factor.

Travel Demand Schedule

The result of combining trip generation rates and average trip lengths is a demand schedule that establishes the average daily vehicle-miles of travel during a weekday generated by various land use types per unit of development. The updated service unit schedule is presented in Table 8.

Table 8. Service Unit Generation by Land Use

Land Use Type	Unit	New Trips/ Unit	Trip Length (miles)	VMT per Unit
Single-Family Detached	Dwelling	4.71	4.69	22.09
Multi-Family	Dwelling	3.37	4.25	14.32
Mobile Home Park	Site	3.56	2.68	9.54
Retail/Commercial	1,000 sq. ft.	8.14	3.72	30.28
Convenience Store w/Gas	1,000 sq. ft.	53.06	1.00	53.06
Fast Food Restaurant	1,000 sq. ft.	70.12	1.00	70.12
Office	1,000 sq. ft.	5.42	5.00	27.10
Public/Institutional	1,000 sq. ft.	3.37	3.35	11.29
Industrial	1,000 sq. ft.	2.37	5.99	14.20
Warehouse	1,000 sq. ft.	0.85	5.99	5.09
Mini-Warehouse	1,000 sq. ft.	0.72	5.99	4.31
Oil and Gas Well	Wellhead	2.00	5.99	11.98

Source: New trips per unit from Table 4; trip lengths from Table 7 (convenience store/fast food based on 21% of single-family trip length, which was derived from a summary of Florida origin-destination studies in Benesch, *Palm Beach County Impact Fee Update Study*, March 2022, Appendix E); VMT per unit is new trips times trip length.

LEVEL OF SERVICE

"Level of service" is a basic concept in impact fee methodology. Impact fees should not charge new development for the cost to provide a level of service higher than what is currently provided for existing development. Level of service is defined as the ratio of system capacity to system demand.

A roadway's capacity is the maximum traffic volume that can be accommodated at the desired level of service. Capacity is defined differently for different roadway types. Capacities for paved roads in Windsor are based on Level of Service "C" (LOS C). Level of service is a standard traffic engineering measure of congestion on a scale from A to F, where LOS A represents free-flow conditions with virtually no congestion or delay and LOS F represents extremely high levels of congestion and delay.

Table 9 shows daily volume thresholds at LOS C for different types of roadways based on number of lanes, functional classification, and rural or urban cross-section. For unpaved roads, the 200 vehicles per day threshold is based on the Colorado Department of Public Health standard that requires that roads carrying more than 200 vehicles should be either paved or have dust abatement treatments. Capacities for paved roads were developed by Felsburg Holt & Ullevig based on standards documented in the Highway Capacity Manual, using typical Windsor traffic characteristics and the North Front Range regional travel model. While capacities for minor collectors are shown in Table 9, minor collectors are not included in the definition of the major roadway system, and would be eligible for impact fee funding only if they are to be upgraded to a higher functional classification.

Table 9. Daily Capacities

Roadway Type Characteristics	Capacity at LOS C
2-Lane, Gravel	200
2-Lane Rural Collector, Major or Minor	8,000
2-Lane Urban Collector, Major or Minor	11,000
2-Lane Minor Arterial, Urban or Rural	11,000
2-Lane Major Arterial, Urban or Rural	15,000
4-Lane Minor Arterial, Urban or Rural	22,000
4-Lane Major Arterial, Urban or Rural	30,000
4-Lane Highway	60,000

Source: Felsburg Holt & Ullevig, October 26, 2022.

The existing level of service for the major roadway system is the ratio of vehicle-miles of capacity (VMC) to vehicle-miles of travel (VMT). System-wide VMC is determined by multiplying the capacity of each segment by the length of each segment in miles, and aggregating the results for all road segments. Similarly, system VMT is determined by multiplying the length of each road segment by the average daily traffic count and aggregating the results for all road segments.

Table 10 shows that the major roadways in Windsor have more than a one-to-one ratio of VMC to VMT. The existing VMC is an under-estimate, since it is based on the existing inventory in the 2017 study, which has not been updated for this study. Still, it is clear that the existing roadways provide considerably more capacity than existing demand (i.e., more than the 1.00 VMC/VMT ratio used in the standard consumption-based methodology).

Table 10. System-Wide Ratio of Capacity to Demand

Existing Vehicle-Miles of Capacity (VMC)	938,400
÷ Existing Vehicle-Miles of Travel (VMT)	511,806
Existing VMC/VMT Ratio	1.83
Recommended Ratio	1.00

Source: Existing VMC from 2017 study, existing VMT from Felsburg Holt & Ullevig, October 26, 2022.

COST PER SERVICE UNIT

The average cost per vehicle-mile of capacity (VMC) is the total cost of the identified capacity-expanding improvements divided by the additional roadway capacity created by the improvements. As part of the transportation planning effort conducted by Felsburg Holt & Ullevig (FHU) for this project, unit cost estimates (cost per roadway mile) were developed for the typical roadway cross-sections that have been developed by the Town of Windsor. These estimates, shown in Table 11, represent typical, conceptual-level cost estimates for constructing a mile of each roadway segment. Cost estimates include typical design and construction engineering costs. They do not include right-of-way, landscaping, major utility relocation, or local street/driveway intersection costs.

Table 11. Road Improvement Cost per Mile

Roadway Costs per Mile	
Rural 2 Lane Collector (New or Pave)	$3,270,000
New 4 Lane Rural Arterial	$5,550,000
New 2 Lane Urban Collector	$5,180,000
New 4 Lane Urban Arterial	$8,220,000
Widen Rural Road 2 to 4 Lanes	$3,450,000
Widen Urban Road - 2 to 4 Lanes	$4,170,000
Upgrade 2 Lane Road - Rural to Urban	$1,750,000
Other Unit Costs	
Bridge Widening - Cost per Sq. Ft.	$250
Single Lane Roundabout	$3,000,000

Source: Felsburg Holt & Ullevig, October 26, 2022 (see detailed cost estimate sheets in Appendix C).

The updated list of planned roadway improvements started with projects that were identified in the 2017 study using forecasted 2040 traffic volumes based on modeling. FHU worked with Town staff to update the list of long-term planned improvements. The identified improvement needs are detailed in Appendix A, and are summarized in Table 12. The locations of the improvements are illustrated in Figure 4. The types of improvements include widening roads from 2 to 4 lanes, constructing new 2-lane and 4-lane roads, paving 2-lane gravel roads, and constructing bridge and roundabout improvements related to some of the road improvement projects.

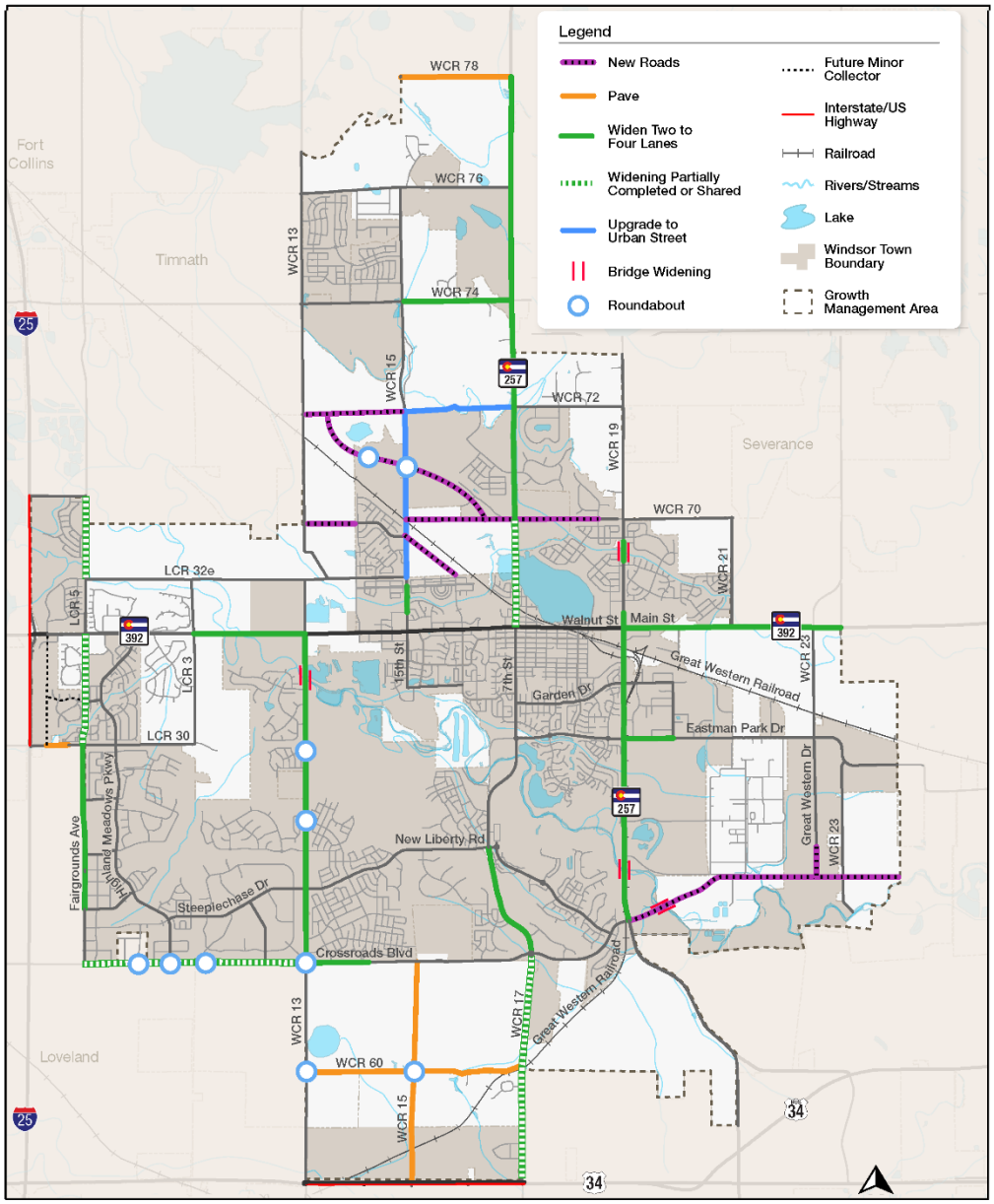
Dividing the total cost of the identified capacity-expanding improvements by the additional roadway capacity created by the improvements results in an average cost of $343 per vehicle-mile of capacity to expand the major roadway system. The cost per unit of new capacity must be multiplied by the system-wide ratio of capacity to demand to derive the cost per unit of additional demand. Because the standard consumption-based methodology used in this study utilizes a one-to-one ratio as the level of service, the cost per VMT is the same as the $343 cost per VMC calculated in Table 12.

Table 12. Cost per Service Unit

Roadway Design/Construction Costs	$143,465,000
Associated Bridge Costs	$6,970,000
Associated Roundabout Costs	$17,598,750
Total Improvement Costs	$168,033,750
÷ New Vehicle-Miles of Capacity (VMC)	490,000
Cost per New VMC	$343

Source: Improvement costs from Table 18 (road construction cost) and Table 19 (associated bridge and roundabout costs) in Appendix A; new VMC from Table 18 in Appendix A.

Figure 4. Planned Project Location Map



NET COST PER SERVICE UNIT

One of the guiding principles of impact fees is that new development should not be required to pay twice for the same level of service, once through impact fees and again through other taxes or fees. To avoid such potential double-payment, the fees are reduced with what are called "revenue credits." That is the subject of this section.

Revenue credits are clearly warranted if there are existing deficiencies or if there is outstanding debt for past road improvements that are providing the level of service on which the fees are based. There are no existing deficiencies with respect to the one-to-one ratio of capacity to demand on which the fees are based, and the Town has no outstanding debt related to existing roadways.

The need for revenue credits is less clear for other types of funding that may be used for capacity-expanding road improvements. This is especially true for road impact fees like Windsor's that are calculated using the standard consumption-based methodology, where the level of service used is a one-to-one ratio of capacity to demand. This ensures only the minimum acceptable level of service – one vehicle-mile of capacity (VMC) for each vehicle-mile of travel (VMT) on the system. Because traffic is not evenly distributed to match each road's capacity, roadway systems need more aggregate capacity than demand to function efficiently. Any additional funding can be used to fund improvements that help ensure that the shared roadway system exceeds the minimally-acceptable level of service. This enhanced level of service benefits existing development as well as new development, and the burden, typically through the payment of property or motor fuel taxes, is shared equally between these two classes of development.

Given these considerations, no credit would appear to be warranted for the Town's expenditure of non-impact fee revenues for capacity-expanding road improvements. The need for such credits has long been a grey area in impact fee law and practice, and in previous studies such a credit was provided to be conservative. However, the consultant has gained a deeper understanding of the rationale for revenue credits over the last 20 years, and is now convinced that a local funding credit is not warranted for Windsor's road impact fees. This update does not provide a local funding credit.

There is a stronger rationale to provide a credit for funding provided by other entities. The Town's road impact fee service area includes Weld and Larimer County roads in the unincorporated areas within the Town's Growth Management Area (GMA), and the major roadway system includes these county roads as well as State roads. The two counties and the State make capacity improvements to major roads within the Town's service area. Revenue credits to account for county and State funding continue to be provided in this update.

State/Federal Funding Credit

A reasonable estimate of the amount of future State and Federal highway funding that might be available for expanding the capacity of the roads in Windsor's GMA can be derived from programmed four-year funding for roadway capacity improvement in the current Transportation Improvement Plan (TIP). There is only one road capacity improvement in the current TIP for Windsor ($2.7 million for an intersection improvement at SH 257 and Eastman Park Drive). At this rate of funding, State and Federal highway funding for capacity improvements over the long-term (approximated as 25 years) amounts to a present current value equivalent of $21 per service unit, as shown in Table 13.

Table 13. State/Federal Funding Credit per Service Unit

Total State/Federal Capacity Funding, FY 2023-2026	$2,705,000
÷ Years in Funding Plan	4
Annual State/Federal Road Funding for Windsor GMA	$676,250
÷ Existing Daily VMT in Windsor GMA	511,806
Annual Capital Funding per VMT	$1.32
x Net Present Value Factor (25 years)	15.79
State/Federal Funding Credit per VMT	$21

Source: Programmed funding for roads in Windsor GMA from North Front Range Metropolitan Planning Organization, *FY 2023-2026 Transportation Improvement Plan*; existing VMT from Table 10; net present value factor based on a discount rate of 3.90% which was the average national annual yield on AAA 20-year and 30-year municipal bonds on October 27, 2022 from fmsbonds.com.

County Funding Credit

In addition to State and Federal highway funds, some funding may also be available from Weld and Larimer County to help finance capacity-expanding improvements to the major roadway system in the service area. Because the Windsor GMA accounts for only small portions of Larimer and Weld County, only the portion of county funding proportional to the Town's population is used in the calculations. In the aggregate, the two counties are estimated to have averaged spending $0.6 million annually in non-impact fee revenues over the last three years on capacity-expanding road improvements within the Windsor GMA, as shown in Table 14.

Table 14. Annual County Road Capacity Funding, 2018-2020

	Annual Road Capacity Funding				Windsor	Windsor
	2018	2019	2020	Average	Share	Funding
Weld County	$10,671,164	$8,028,395	$9,375,983	$9,358,514	4.71%	$440,785
Larimer County	$3,093,233	$611,703	$5,399,174	$3,034,703	4.71%	$142,935
Total						$583,720

Source: Expenditures for construction on capacity improvements, less impact fees, from Local Highway Finance Report in each jurisdiction's *Comprehensive Annual Financial Report*, 2018 through 2020 calendar years; Windsor share based on Windsor's 2020 population as percent of combined 2020 population of the two counties from U.S. Census Bureau.

The estimated annual county expenditures for capacity-expanding road improvements within the service area is divided by existing vehicle-miles of travel (VMT) to determine annual funding per service unit, as shown in Table 15 on the following page. Assuming the local governments maintain this pattern of expenditure in the future, new development will generate the present value equivalent of $18 per VMT to be spent on capacity-expanding road improvements over the long term – defined as the next 25 years.

Table 15. County Funding Credit per Service Unit

Annual County Road Capacity Expenditures	$583,720
÷ Existing Daily VMT in Windsor GMA	511,806
Annual Capacity Expenditures per VMT	$1.14
Net Present Value Factor (25 years)	15.79
County Funding Credit per VMT	$18

Source: Annual local capacity expenditures from Table 14; existing daily VMT from Table 10; net present value factor from Table 13.

Net Cost Summary

The net cost calculations are summarized in Table 16. The cost per VMT is reduced by the amount of credits per VMT for additional revenues that may be generated by or attributed to new development and used for capacity-expanding improvements to the major roadway system. The result is a net cost of $304 per VMT.

Table 16. Net Cost per Service Unit

Cost per Vehicle-Mile of Travel (VMT)	$343
– State/Federal Funding Credit per VMT	-$21
– County Funding Credit per VMT	-$18
Net Cost per VMT	$304

Source: Cost per VMT is same as cost per VMC from Table 12; State/Federal funding credit from Table 13; county funding credit from Table 15.

UPDATED FEE SCHEDULE

Based on average daily travel demand by land use and the net cost per service unit, the net costs to accommodate additional travel demand per unit of development are shown in Table 17. These represent the maximum road impact fees that can be adopted based on the data, methodology and assumptions presented in this report. The Town could adopt maximum fees at a percentage less than 100% of the maximum fees, as long as the same percentage is applied to all land use types to retain the proportionality of the fees to the impact of the development. For a comparison with current fees, see the Executive Summary.

Table 17. Road Impact Fee Net Cost Schedule

Land Use Type	Unit	Daily VMT	Net Cost/ VMT	Net Cost/ Unit
Single-Family Detached	Dwelling	22.09	$304	$6,715
Multi-Family	Dwelling	14.32	$304	$4,353
Mobile Home Park	Site	9.54	$304	$2,900
Retail/Commercial	1,000 sq. ft.	30.28	$304	$9,205
Convenience Store w/Gas	1,000 sq. ft.	53.06	$304	$16,130
Fast Food Restaurant	1,000 sq. ft.	70.12	$304	$21,316
Office	1,000 sq. ft.	27.10	$304	$8,238
Public/Institutional	1,000 sq. ft.	11.29	$304	$3,432
Industrial	1,000 sq. ft.	14.20	$304	$4,317
Warehouse	1,000 sq. ft.	5.09	$304	$1,547
Mini-Warehouse	1,000 sq. ft.	4.31	$304	$1,310
Oil and Gas Well	Wellhead	11.98	$304	$3,642

Source: Daily VMT per unit from Table 8; net cost per VMT from Table 16.

APPENDIX A: IMPROVEMENT COSTS

Table 18. Major Roadway Improvement Costs

Road	From-To	Planned Improvement	Mi.	Capacity Exist	Capacity 2040	Daily VMC Exist	Daily VMC 2040	New VMC	Estimated Constr. Cost
Crossroads Blvd	Frgrnds Ave-WCR 13	Widen to 4 Lanes *	2.0	15,000	30,000	30,000	60,000	15,000	$3,450,000
Crossroads Blvd	East of WCR 13	Widen to 4 Lanes	0.4	15,000	30,000	6,000	12,000	6,000	$1,380,000
Crsrds Bvd Ext	SH 257-GMA Line	New 4-Lane Road	2.7	0	30,000	0	81,000	81,000	$14,985,000
Fairgrounds Ave	LCR 30-SH 392	Widen to 4 Lanes *	1.0	15,000	30,000	15,000	30,000	3,750	$1,042,500
Fairgrounds Ave	Aladar Dr-LCR 30	Widen to 4 Lanes	1.4	15,000	30,000	21,000	42,000	21,000	$5,838,000
LCR 5	LCR 32E-GMA Line	Widen to 4 Lanes*	0.6	11,000	22,000	6,600	13,200	3,300	$1,251,000
LCR 30	Westgate-w/of Annapolis Dr	Pave 2-Lane Road	0.3	200	11,000	50	2,750	2,700	$1,295,000
WCR 13	Kaplan Dr-SH 392	Widen to 4 Lanes	1.2	11,000	22,000	13,200	26,400	13,200	$4,140,000
WCR 13	Crssrds Blvd-Stplchse	Widen to 4 Lanes	0.6	11,000	22,000	6,600	13,200	6,600	$2,070,000
WCR 13	Stplechse-Kaplan St	Widen to 4 Lanes	1.2	11,000	22,000	13,200	26,400	13,200	$3,924,000
WCR 15	Cold Ck Dr-Grand Ave	Widen to 4 Lanes	0.2	11,000	30,000	2,200	6,000	3,800	$834,000
WCR 15	US 34-Crossrds Blvd	Pave 2-Lane Road	2.0	200	8,000	400	16,000	15,600	$6,540,000
WCR 15	LCR 32e - WCR 72	Upgrade to Urban	1.5	8,000	11,000	12,000	16,500	4,500	$2,625,000
WCR 17	Crsrds Blvd-New Librty	Widen to 4 Lanes	1.1	11,000	22,000	12,100	24,200	12,100	$3,795,000
WCR 17	US 34-Crossroads Bvd	Widen to 4 Lanes	2.0	11,000	22,000	22,000	44,000	16,500	$5,175,000
WCR 19	SH 392-WCR 70	Widen to 4 Lanes*	0.2	20,500	30,000	4,100	6,000	950	$417,000
WCR 60	WCR 13-WCR 15	Pave 2-Lane Road	1.0	200	8,000	200	8,000	7,800	$3,270,000
WCR 60	WCR 15-WCR 17	Pave 2-Lane Road	1.0	200	8,000	200	8,000	7,800	$3,270,000
Eastman Pk Dr	SH 257-Diamond Vlly Dr	Widen to 4 Lanes	0.6	15,000	30,000	9,000	18,000	9,000	$2,070,000
WCR 70	WCR 13-Camberly Dr	New 2-Lane Road	0.5	0	11,000	0	5,500	5,500	$2,590,000
WCR 70	WCR 15-WCR 17/SH257	New 2-Lane Road	1.0	0	11,000	0	11,000	11,000	$5,180,000
WCR 70	WCR 17/257-Clydesdale Ln	New 2-Lane Road	0.8	0	11,000	0	8,250	8,250	$3,885,000
WCR 70	WCR 15-WCR 68.5	New 2-Lane Road	0.7	0	11,000	0	7,700	7,700	$3,626,000
WCR 70.5	WCR 72-WCR 70	New 2-Lane Road	2.0	0	11,000	0	22,000	22,000	$10,360,000
WCR 72	WCR 13-WCR 15	New 2-Lane Road	1.0	0	11,000	0	11,000	11,000	$5,180,000
WCR 72	WCR 15 - WCR 17	Rural to Urban	1.0	8,000	11,000	8,000	11,000	3,000	$1,750,000
WCR 74	WCR 15-WCR 17	Widen to 4 Lanes	1.0	15,000	30,000	15,000	30,000	15,000	$3,450,000
WCR 78	WCR 15-WDR 17	Pave 2-Lane Road	1.0	200	8,000	200	8,000	7,800	$3,270,000
SH 257/WCR 17	WCR 74 to WCR 78	Widen to 4 Lanes	2.0	11,000	22,000	22,000	44,000	22,000	$6,900,000
SH 257/WCR 17	WCR 70-WCR 74	Widen to 4 Lanes	2.0	15,000	30,000	30,000	60,000	30,000	$7,620,000
SH 257/WCR 17	SH 392-WCR 70	Widen to 4 Lanes *	1.0	15,000	30,000	11,000	22,000	13,200	$2,904,000
SH 257/WCR 19	Garden Dr-RR s/of SH 392	Widen to 4 Lanes	0.3	15,000	30,000	4,500	9,000	4,500	$1,251,000
SH 257/WCR 19	Eastmn Prk-Garden Dr	Widen to 4 Lanes	0.5	15,000	30,000	7,500	15,000	7,500	$2,085,000
SH 257/WCR19	Crsrds Bvd-Estmn Prk	Widen to 4 Lanes	1.7	15,000	30,000	24,750	49,500	24,750	$5,692,500
SH 392	LCR 3-WCR 13	Widen to 4 Lanes	1.0	15,000	30,000	15,000	30,000	15,000	$3,450,000
SH 392	WCR 19-WCR 21	Widen to 4 Lanes	1.0	11,000	30,000	11,000	30,000	19,000	$3,450,000
SH 392	WCR 21-WCR 23	Widen to 4 Lanes	1.0	11,000	30,000	11,000	30,000	19,000	$3,450,000
Total, Planned Roadway Improvements			40.4					490,000	$143,465,000

* partially completed and/or shared with another jurisdiction
Source: Felsburg Holt & Ullevig, October 26, 2022.

Table 19. Planned Bridge and Roundabout Costs

Road	From-To	Bridge Location	Est. Bridge Cost	Number of Roundabouts	Est. Round-about Cost
Crossroads Blvd	Frgrnds Ave-WCR 13	-	-	1/2 of 3 & 1/3 of 1	$3,430,000
Crossroads Blvd	East of WCR 13	-	-	1/3 of 1	$482,500
Crsrds Bvd Ext	SH 257-GMA Line	Cache la Poudre	$3,200,000	-	-
WCR 13	Kaplan Dr-SH 392	Cache la Poudre	$1,120,000	all of 1	$2,482,500
WCR 13	Crssrds Blvd-Stplchse	-	-	1/3 of 1	$482,500
WCR 13	Stplechse-Kaplan St	-	-	all of 1	$2,482,500
WCR 19	SH 392-WCR 70	Greeley Canal	$1,050,000		-
WCR 60	WCR 13-WCR 15	-	-	1/2 of 2	$2,264,250
WCR 60	WCR 15-WCR 17	-	-	1/2 of 1	$1,009,500
WCR 70.5	WCR 72-WCR 70	-	-	all of 2	$4,965,000
SH 257/WCR19	Crsrds Bvd-Estmn Prk	Cache la Poudre	$1,600,000	-	-
Total, Planned Roadway Improvements			$6,970,000		$17,598,750

Source: Felsburg Holt & Ullevig, October 26, 2022.

APPENDIX B: LAND USE DEFINITIONS

Recommended definitions for the land use categories in the City's updated impact fee schedules are provided below. These definitions are intended to assist City staff in classifying proposed developments and assessing appropriate impact fees. If these definitions are adopted by ordinance or resolution, they should be accompanied by a disclaimer that they only apply to interpretation of the impact fee schedules.

Single-Family Detached means a building containing only one dwelling unit, including a mobile home not located in a mobile home park.

Multi-Family means a building containing two or more dwelling units. It includes duplexes, apartments, residential condominiums, townhouses, and timeshares.

Mobile Home Park means a parcel (or portion thereof) or abutting parcels of land designed, used or intended to be used to accommodate two or more occupied mobile homes or recreational vehicles, with necessary utilities, vehicular pathways, and concrete pads or vehicle stands.

Retail/Commercial means an integrated group of commercial establishments planned, developed, owned or managed as a unit, or a free-standing retail or commercial use. A retail or commercial use shall mean the use of a building or structure primarily for the sale to the public of nonprofessional services, or goods or foods that have not been made, assembled, or otherwise changed in ways generally associated with manufacturing or basic food processing in the same building or structure. This category includes all uses located in shopping centers and includes, but is not limited to, the following types of free-standing uses:

Amusement park
Auto parts store
Auto wrecking yard
Automobile repair
Bank
Bar or cocktail lounge
Camera shop
Car wash
Convenience store (no gas)
Department store
Fitness or health club
Furniture store
Food store
Gasoline service station
Golf course
Grocery store
Hardware store
Hotel or motel
Junkyard or salvage yard
Laundromat
Laundry or dry cleaning
Lawn and garden supply store
Massage establishment
Music store
Newsstand
Nightclub
Racetrack
Rental establishment
Restaurant (no drive-through)
Theater, including movie theater
Repair shop, including auto repair
Specialty retail shop
Supermarket
Trade school
Used merchandise store
Variety store
Vehicle and equipment dealer

Convenience Store with Gas means an establishment offering the sale of motor fuels and convenience items to motorists.

Fast Food Restaurant means an establishment that sells meals prepared on site and provides drive-through or drive-in service.

Office means a building exclusively containing establishments providing executive, management, administrative, financial, medical or other professional services, and which may include ancillary services for office workers, such as a restaurant, coffee shop, newspaper or candy stand, or childcare facilities. It may be the upper floors of a multi-story office building with ground floor retail uses. Typical uses include real estate, insurance, property management, investment, employment, travel, advertising, secretarial, data processing, telephone answering, telephone marketing, medical and veterinary offices; music, radio and television recording and broadcasting studios; professional or consulting services in the fields of law, architecture, design, engineering, accounting and similar professions; and business offices of private companies, utility companies, trade associations, unions and nonprofit organizations. This category does not include an administrative office that is ancillary to the principal use on the site.

Industrial means an establishment primarily engaged in the fabrication, assembly or processing of goods. Typical uses include manufacturing plants, industrial parks, research and development laboratories, welding shops, wholesale bakeries, dry cleaning plants, and bottling works.

Warehouse means an establishment primarily engaged in the display, storage and sale of goods to other firms for resale, as well as activities involving significant movement and storage of products or equipment. Typical uses include wholesale distributors, storage warehouses, trucking terminals, moving and storage firms, recycling facilities, trucking and shipping operations, and major mail processing centers.

Mini-Warehouse means an enclosed storage facility containing independent, fully enclosed bays that are leased to persons for storage of their household goods or personal property.

Public/Institutional means a governmental, quasi-public or institutional use, or a non-profit recreational use, not located in a shopping center or separately listed in the impact fee schedule. Typical uses include churches, day care centers, elementary and secondary schools, higher education facilities, hospitals, nursing homes, city halls, courthouses, fire stations, post offices, jails, parks, libraries, museums, military bases, airports, bus stations, and fraternal lodges.

APPENDIX C: COST ESTIMATE DETAIL SHEETS

Detailed cost estimate sheets prepared by Felsburg Holt & Ullevig for the various types of road improvements are provided on the following pages. These conceptual-level cost estimates are summarized in the table below.

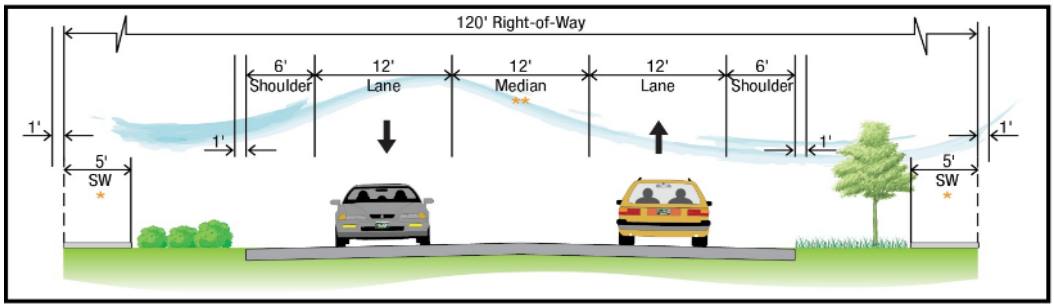
Project Type	Estimated Cost Per Mile (2022)
Rural 2 Lane Collector (New or Pave)	$3,270,000
New 4 Lane Rural Arterial	$5,550,000
New 2 Lane Urban Collector	$5,180,000
New 4 Lane Urban Arterial	$8,220,000
Widen Rural Road – 2 to 4 Lanes	$3,450,000
Widen Urban Road – 2 to 4 Lanes	$4,170,000
Upgrade 2 Lane Road – Rural to Urban	$1,750,000
Intersection Signalization	$600,000 Each
Single Lane Roundabout	$3,000,000 Each
Bridge Widening	$250 per SF

Includes:
- Typical number of signals and major intersection turn lanes
- Construction and design engineering costs

Does Not Include:
- Right-of-way Costs
- Major utility additions or relocations
- Landscaping

Windsor, Colorado
Conceptual Opinion of Construction Costs

Roadway Type: Major Rural Collector



*Costs do not reflect sidewalks; however, sidewalk installation should be anticipated for new development.

**Median may only be required at intersections; configuration to be determined at time of improvements.

Estimated Costs

Item No.	Description	Unit	Quantity (per Mile)	Unit Cost	Per Mile Cost
1	Clearing and Grubbing	AC	15	$ 5,000	$ 75,000
2	Earthwork (Excavation or Embankment) CIP	CY	56,000	$ 16	$ 896,000
3	Topsoil and Reseeding	AC	6	$ 6,000	$ 36,000
4	Aggregate Base Course (CL 6)	CY	9,400	$ 35	$ 329,000
5	Hot Mix Asphalt	TN	10,200	$ 90	$ 918,000
6	Curb and Gutter - 2 foot Pan	LF	-	$ 30	$ -
7	Curb and Gutter - 1 foot Pan	LF	-	$ 25	$ -
8	*Concrete Sidewalk**	*SY*	*5,867*	*$ 65*	*$ 381,355*
9	**Subtotal Construction Bid Items (CBI)**				**$ 2,254,000**
10	**Erosion Control and Water Quality (~5% of CBI)**				**$ 113,000**
11	**Signing, Striping and New/Modified Signals (~5% of CBI)**				**$ 113,000**
12	**Construction and Design Engineering (~22% of CBI)**				**$ 496,000**
13	**Subtotal 9-12**				**$ 2,976,000**
14	**Contingency (10%) for Misc. & Unforeseen Items**				**$ 297,600**
				USE	**$ 3,270,000**

Median and Formal Landscape Treatments not assumed for reimbursement costs.

** Sidewalks are usually, but not always, a developer item and are not included in the bid item totals*

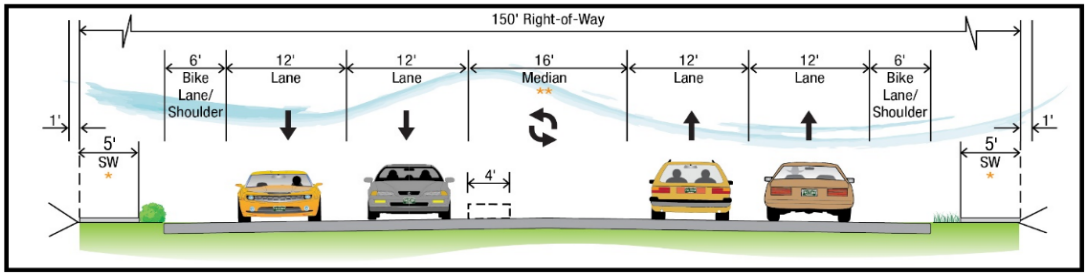
Quantity Calculations

Number of Lanes:	2		
Lane Width:	12		
Shoulder/Bike Width:	6		
Median Width:	12		
Total Pavement Width:	48	feet	(Average)
Aggregate Depth:	12	inches	
Pavement Depth:	6	inches	
Assumed Earthwork Depth:	3		(Assumes 3 foot Average Depth by 2x Paved Width)
ROW Width	120		(Use full width for Clearing & Grubbing)
			USE
Clearing & Grubbing per mile (Acre):	**14.5**	**(Use Full width of R/W)**	**15**
Earthwork per mile (CY):	**56320**	**(Exc. Or Embankment)**	**56,000**
Topsoil/Reseeding per mile (Acre):	**5.82**	**(Earthwork - Roadway)**	**6**
Aggregate Base per mile (CY):	**9387**	**(Class 6)**	**9,400**
Hot Mix Asphalt per Mile (Ton):	**10222**	**(Includes Emulsifieds)**	**10,200**
Topsoil/Reseeding per mile (Acre):	**2.67**	**(Earthwork - Roadway)**	**2**
Aggregate Base per mile (CY):	**0**	**(Class 6)**	**-**
Hot Mix Asphalt per Mile (Ton):	**0**	**(Includes Emulsifieds)**	**-**

10/25/2022

Windsor, Colorado
Conceptual Opinion of Construction Costs

Roadway Type: Rural Arterial



*Costs do not reflect sidewalks; however, sidewalk installation should be anticipated for new development.

**Median may only be required at intersections; configuration to be determined at time of improvements.

Estimated Costs

Item No.	Description	Unit	Quantity (per Mile)	Unit Cost	Per Mile Cost
1	Clearing and Grubbing	AC	18	$ 5,000	$ 90,000
2	Earthwork (Excavation or Embankment) CIP	CY	96,000	$ 16	$ 1,536,000
3	Topsoil and Reseeding	AC	10	$ 6,000	$ 60,000
4	Aggregate Base Course (CL 6)	CY	16,000	$ 35	$ 560,000
5	Hot Mix Asphalt	TN	17,500	$ 90	$ 1,575,000
6	Curb and Gutter - 2 foot Pan	LF	-	$ 30	$ -
7	Curb and Gutter - 1 foot Pan	LF	-	$ 25	$ -
8	*Concrete Sidewalk**	*SY*	*5,867*	*$ 65*	*$ 381,355*
9	**Subtotal Construction Bid Items (CBI)**				**$ 3,821,000**
10	**Erosion Control and Water Quality (~5% of CBI)**				**$ 191,000**
11	**Signing, Striping and New/Modified Signals (~5% of CBI)**				**$ 191,000**
12	**Construction and Design Engineering (~22% of CBI)**				**$ 841,000**
13	**Subtotal 9-12**				**$ 5,044,000**
14	**Contingency (10%) for Misc. & Unforeseen Items**				**$ 504,400**
				USE	**$ 5,550,000**

Median and Formal Landscape Treatments not assumed for reimbursement costs.

** Sidewalks are usually, but not always, a developer item and are not included in the bid item totals*

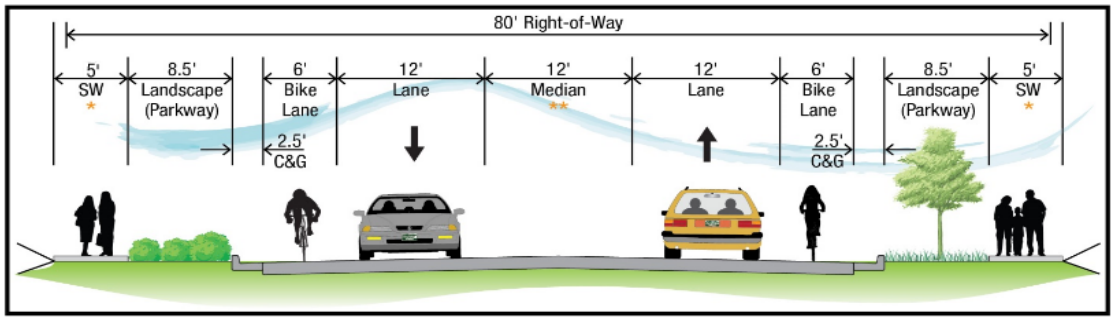
Quantity Calculations

Number of Lanes:	4		
Lane Width:	12		
Shoulder/Bike Width:	9	(Assumes RT Lane for 25% of Length)	
Median Width:	16		
Total Pavement Width:	82	feet	(Average)
Aggregate Depth:	12	inches	
Pavement Depth:	6	inches	
Assumed Earthwork Depth:	3		(Assumes 3 foot Average Depth by 2x Paved Width)
ROW Width	150		(Use full width for Clearing & Grubbing)
			USE
Clearing & Grubbing per mile (Acre):	**18.2**	**(Use Full width of R/W)**	**18**
Earthwork per mile (CY):	**96213**	**(Exc. Or Embankment)**	**96,000**
Topsoil/Reseeding per mile (Acre):	**9.94**	**(Earthwork - Roadway)**	**10**
Aggregate Base per mile (CY):	**16036**	**(Class 6)**	**16,000**
Hot Mix Asphalt per Mile (Ton):	**17463**	**(Includes Emulsifieds)**	**17,500**

10/25/2022

Windsor, Colorado
Conceptual Opinion of Construction Costs

Roadway Type: Major Urban Collector



*Costs reflect a five-foot wide sidewalk; however, sidewalk installation may be at greater width such as shown and may require additional right-of-way.

**Median may only be required at intersections; configuration to be determined at time of improvements.

Estimated Costs

Item No.	Description	Unit	Quantity (per Mile)	Unit Cost	Per Mile Cost
1	Clearing and Grubbing	AC	10	$ 5,000	$ 50,000
2	Earthwork (Excavation or Embankment) CIP	CY	68,000	$ 16	$ 1,088,000
3	Topsoil and Reseeding	AC	7	$ 6,000	$ 42,000
4	Aggregate Base Course (CL 6)	CY	11,300	$ 35	$ 395,500
5	Hot Mix Asphalt	TN	16,500	$ 90	$ 1,485,000
6	Curb and Gutter - 2 foot Pan	LF	10,560	$ 30	$ 316,800
7	Curb and Gutter - 1 foot Pan	LF	-	$ 25	$ -
8	*Concrete Sidewalk**	*SY*	*5,867*	*$ 65*	*$ 381,333*
9	**Subtotal Construction Bid Items (CBI)**				**$ 3,377,300**
10	**Erosion Control and Water Quality (~5% of CBI)**				**$ 169,000**
11	**Signing, Striping and New/Modified Signals (~10% of CBI)**				**$ 338,000**
12	**Construction and Design Engineering (~22% of CBI)**				**$ 743,000**
13	**Subtotal 9-12**				**$ 4,627,300**
14	**Contingency (12%) for Misc. & Unforeseen Items**				**$ 555,276**
	Median and Formal Landscape Treatments not assumed for reimbursement costs.			**USE**	**$ 5,180,000**

** Sidewalks are usually, but not always, a developer item and are not included in the bid item totals*

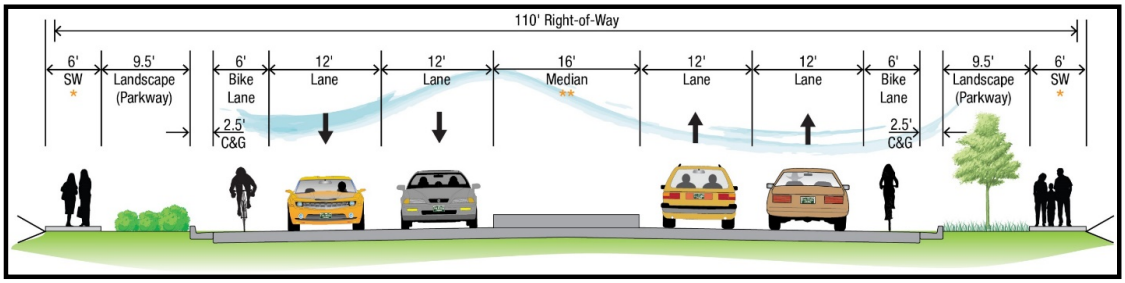
Quantity Calculations

Number of Lanes:	2		
Lane Width:	12		
Shoulder/Bike Width:	9	(Assumes RT Lane for 25% of Length)	
Median Width:	16		
Total Pavement Width:	58	feet	(Average)
Aggregate Depth:	12	inches	
Pavement Depth:	8	inches	
Assumed Earthwork Depth:	3		(Assumes 3 foot Average Depth by 2x Paved Width)
ROW Width	80		(Use full width for Clearing &
			USE
Clearing & Grubbing per mile (Acre):	**9.7**	**(Use Full width of R/W)**	**10**
Earthwork per mile (CY):	**68053**	**(Exc. Or Embankment)**	**68,000**
Topsoil/Reseeding per mile (Acre):	**7.03**	**(Earthwork - Roadway)**	**7**
Aggregate Base per mile (CY):	**11342**	**(Class 6)**	**11,300**
Hot Mix Asphalt per Mile (Ton):	**16469**	**(Includes Emulsifieds)**	**16,500**
Topsoil/Reseeding per mile (Acre):	**2.67**	**(Earthwork - Roadway)**	**2**
Aggregate Base per mile (CY):	**0**	**(Class 6)**	**-**
Hot Mix Asphalt per Mile (Ton):	**0**	**(Includes Emulsifieds)**	**-**

10/25/2022

Windsor, Colorado
Conceptual Opinion of Construction Costs

Roadway Type: 4-Lane Urban Arterial



*Costs reflect a five-foot wide sidewalk; however, sidewalk installation may be at greater width such as shown and may require additional right-of-way.

**Median may only be required at intersections; configuration to be determined at time of improvements.

Estimated Costs

Item No.	Description	Unit	Quantity (per Mile)	Unit Cost	Per Mile Cost
1	Clearing and Grubbing	AC	13	$ 5,000	$ 65,000
2	Earthwork (Excavation or Embankment) CIP	CY	96,000	$ 16	$ 1,536,000
3	Topsoil and Reseeding	AC	10	$ 6,000	$ 60,000
4	Aggregate Base Course (CL 6)	CY	16,000	$ 35	$ 560,000
5	Hot Mix Asphalt	TN	23,300	$ 90	$ 2,097,000
6	Curb and Gutter - 2 foot Pan	LF	10,560	$ 30	$ 316,800
7	Curb and Gutter - 1 foot Pan	LF	10,560	$ 25	$ 264,000
8	Concrete Sidewalk	SY	7,040	$ 65	$ 457,600
9	**Subtotal Construction Bid Items (CBI)**				**$ 5,356,400**
10	**Erosion Control and Water Quality (~5% of CBI)**				**$ 268,000**
11	**Signing, Striping and New/Modified Signals (~10% of CBI)**				**$ 536,000**
12	**Construction and Design Engineering (~22% of CBI)**				**$ 1,178,000**
13	**Subtotal 9-13**				**$ 7,338,400**
14	**Contingency (12%) for Misc. & Unforeseen Items**				**$ 880,608**
	Median and Formal Landscape Treatments not assumed for reimbursement costs.			**USE**	**$ 8,220,000**

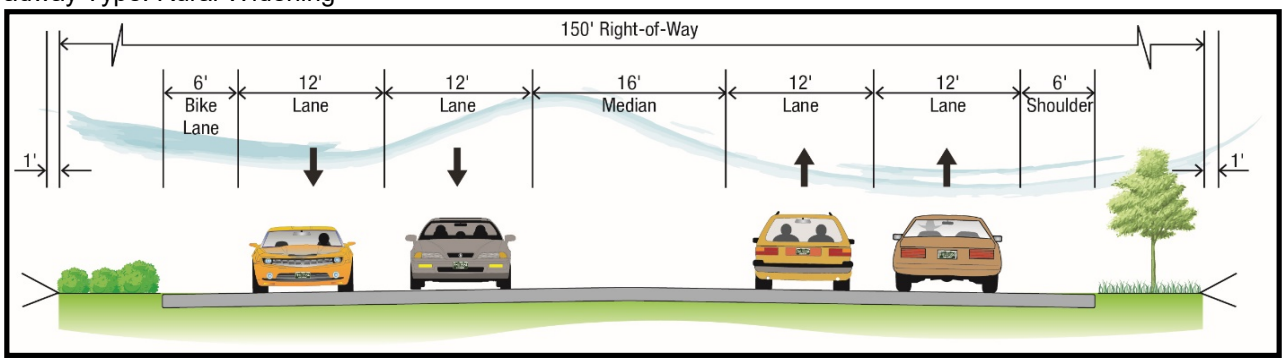
Quantity Calculations

Number of Lanes:	4		
Lane Width:	12		
Shoulder/Bike Width:	9	(Assumes RT Lane for 25% of Length)	
Median Width:	16		
Total Pavement Width:	82	feet (Average)	
Aggregate Depth:	12	inches	
Pavement Depth:	8	inches	
Assumed Earthwork Depth:	3	(Assumes 3 foot Average Depth by 2x Paved Width)	
ROW Width	110	(Use full width for Clearing &	
			USE
Clearing & Grubbing per mile (Acre):	**13.3**	**(Use Full width of R/W)**	**13**
Earthwork per mile (CY):	**96213**	**(Exc. Or Embankment)**	**96,000**
Topsoil/Reseeding per mile (Acre):	**9.94**	**(Earthwork - Roadway)**	**10**
Aggregate Base per mile (CY):	**16036**	**(Class 6)**	**16,000**
Hot Mix Asphalt per Mile (Ton):	**23284**	**(Includes Emulsifieds)**	**23,300**
Topsoil/Reseeding per mile (Acre):	**2.67**	**(Earthwork - Roadway)**	**2**
Aggregate Base per mile (CY):	**0**	**(Class 6)**	**-**
Hot Mix Asphalt per Mile (Ton):	**0**	**(Includes Emulsifieds)**	**-**

10/25/2022

Windsor, Colorado
Conceptual Opinion of Construction Costs

Roadway Type: Rural Widening



Completed Widening Section

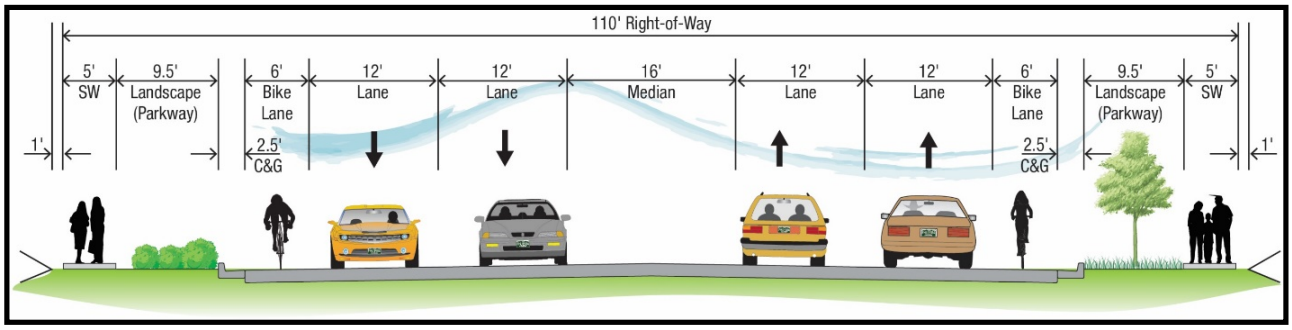
Estimated Costs

Item No.	Description	Unit	Quantity (per Mile)	Unit Cost	Per Mile Cost
1	Clearing and Grubbing	AC	9	$ 5,000	$ 45,000
2	Remove Existing Pavement Edge (Shoulder)	SF	20,000	1.75	$ 35,000
3	Earthwork (Excavation or Embankment) CIP	CY	57,600	$ 16	$ 921,600
4	Reset Existing Features (Signs etc.)	LS	1	$ 30,000	$ 30,000
5	Topsoil and Reseeding	AC	9	$ 2,500	$ 22,500
6	Aggregate Base Course (CL 6)	CY	9,600	$ 35	$ 336,000
7	Hot Mix Asphalt	TN	10,500	$ 90	$ 945,000
8	**Subtotal Construction Bid Items (CBI)**				**$ 2,335,100**
9	**Erosion Control and Water Quality (~5% of CBI)**				**$ 117,000**
10	**Signing, Striping and New/Modified Signals (~5% of CBI)**				**$ 117,000**
11	**Construction and Design Engineering (~22% of CBI)**				**$ 514,000**
12	**Subtotal 8-11**				**$ 3,083,100**
13	**Contingency (12%) for Misc. & Unforeseen Items**				**$ 369,972**
				USE	**$ 3,450,000**

10/25/2022

Windsor, Colorado
Conceptual Opinion of Construction Costs

Roadway Type: Urban Widening



Completed Widening Section

Estimated Costs

Item No.	Description	Unit	Quantity (per Mile)	Unit Cost	Per Mile Cost
1	Clearing and Grubbing	AC	8	$ 5,000	$ 40,000
2	Remove Existing Pavement Edge (Curb/walk)	LF	5,300	$ 10	$ 53,000
3	Earthwork (Excavation or Embankment) CIP	CY	57,600	$ 16	$ 921,600
4	Reset Existing Features (Signs etc.)	LS	1	$ 120,000	$ 120,000
5	Topsoil and Reseeding	AC	8	$ 2,500	$ 20,000
6	Aggregate Base Course (CL 6)	CY	6,336	$ 35	$ 221,760
7	Hot Mix Asphalt	TN	6,336	$ 90	$ 570,240
8	Concrete Sidewalk (5 Foot Wide + median)	SY	3,520	$ 65	$ 228,800
9	Curb and Gutter (1 side + median)	LF	10,500	$30	$ 315,000
10	Traffic Signal Modification (2 legs)	EA	1	$ 150,000	$ 150,000
11	**Subtotal Construction Bid Items (CBI)**				**$ 2,640,400**
12	**Erosion Control and Water Quality (~5% of CBI)**				**$ 132,000**
13	**Drainage Modifications and Connections (~4% of CBI)**				**$ 106,000**
14	**Signing, Striping and New Signals (~10% of CBI)**				**$ 264,000**
15	**Construction and Design Engineering (~22% of CBI)**				**$ 581,000**
16	**Subtotal 11-15**				**$ 3,723,400**
17	**Contingency (12%) for Misc. & Unforeseen Items**				**$ 446,808**
				USE	**$ 4,170,000**

10/25/2022

TOWN OF WINDSOR

ORDINANCE NO. 2023-[##]

AN ORDINANCE REPEALING, AMENDING AND READOPTING CHAPTER 17, ARTICLE 15 OF THE *WINDSOR MUNICIPAL CODE* WITH RESPECT TO ROAD IMPACT FEES

WHEREAS, the Town of Windsor ("Town") is a Colorado home rule municipality, with all powers and authority vested under Colorado law; and

WHEREAS, the Town has in place a system of land use regulations intended to promote the public health, safety and welfare; and

WHEREAS, pursuant to Ordinance No. 2001-1092, the Town first adopted its Road Impact Fee structure, then codified at Chapter 17, Article 15 of the *Windsor Municipal Code* ("Fee Ordinance"); and

WHEREAS, due to a revision of the Windsor Land Use Code, the Road Impact Fees are now addressed in Chapter 15, Article 15 of the *Windsor Municipal Code ("Fee Ordinance");* and

WHEREAS, the Fee Ordinance calls for periodic reviews of the fee structure, basis and cost models to assure that Road Impact Fees comport with legal requirements and the realities of new roadway capital construction; and

WHEREAS, the Town has retained the qualified consulting firm of Felsburg Holt & Ullevig ("FHU") to review the Road Impact Fee structure, underlying assumptions and cost factors; and

WHEREAS, FHU has undertaken community outreach and has appeared before the Town Board with the results of their review on two occasions; and

WHEREAS, the Town Board has given due consideration to the recommendations of FHU, and believes that this Ordinance is necessary to assure compliance with the legal requirements for the imposition of development-related fees as provided by Colorado law; and

WHEREAS, the Town Board wishes to take official action amending and readopting the Fee Ordinance as set forth herein.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN BOARD OF THE TOWN OF WINDSOR, COLORADO, AS FOLLOWS:

Section 1. Section 15-15-40 of the *Windsor Municipal Code* is hereby repealed, amended and readopted to read as follows:

Sec. 15-15-40 - Road Impact Fees

Sec. 15-15-40.

a) **Title, authority and application**.

1) **Title**. This Article shall be known and may be cited as the "Road Impact Fee Ordinance."

2) **Authority**. The Town has the authority to adopt this Article pursuant to the Home Rule Charter and, to the extent applicable, Section 29-20-104.5, C.R.S.

3) **Application.** This Article shall apply to all lands within the incorporated limits of the Town.

b) **Intent and purpose**.

1) **Intent**. This Article is intended to implement and be consistent with the 2022 Updated Roadway Improvement Plan and the 2022 Road Impact Fee Update, prepared by Duncan Associates in association with Felsburg Holt & Ullevig, attached hereto and incorporated herein by reference as Exhibit A.

2) **Purpose**. The purpose of this Article is to establish a system for the imposition of road impact fees within the Town to assure that new development contributes its proportionate share of the cost of providing, and benefits from the provision of, road capital improvements within the benefit area.

c) **Level of service standard (LOS)**.

The Town shall endeavor to ensure that the major road system operates at Level of Service "C" (LOS C) or better.

d) **Definitions**. Certain words or phrases unique to this Article shall be construed as herein set out, unless it is apparent from the context that they have a different meaning.

Building permit means that building permit issued in accordance with this Code before any building or construction activity can be initiated on a parcel of land.

Capacity means the maximum number of vehicles that have a reasonable expectation of passing over a given section of a road during an average weekday at the desired LOS, expressed in terms of vehicles per day.

Expansion of the capacity of a road means any widening, intersection improvement, signalization, roundabout, or other capital improvement designed to increase the existing road's capacity to carry vehicles.

Fee payer means a person commencing traffic-generating development who is obligated to pay a road impact fee in accordance with the terms of this Article.

Level of Service (LOS) means a qualitative measure describing operational conditions, from "A" (best) to "F" (worst), within a traffic stream.

Major Intersection means intersections where both streets are classified as Major Collector streets or higher.

Major road system means all major roads located in the Road Impact Fee Benefit Area established in Section 15-15-40 (h) below and depicted in Appendix C, which is incorporated herein by this reference.

Person means an individual, corporation, governmental agency or body, business trust, estate, trust, partnership, association, two (2) or more persons having a joint or common interest or any other entity.

Road capital improvement includes the acquisition of right-of-way, transportation planning, preliminary engineering, engineering design studies, land surveys, alignment studies, engineering, permitting and construction of all necessary features for any road on the major road system, undertaken to accommodate additional traffic resulting from new traffic-generating development, including but not limited to:

a. Construction of new through lanes.

b. Construction of new bridges.

c. Construction of new drainage facilities in conjunction with new road construction.

d. Purchase and installation of traffic signals, including new and upgraded signalization. Construction of Roundabouts at major intersections.

e. Construction of curbs, gutters, medians and shoulders.

f. Relocating utilities to accommodate new road construction.

g. The construction and reconstruction of intersections.

h. The widening of existing roads.

i. Bus turnouts.

j. Acceleration and deceleration lanes when required at major intersections.

k. Interchanges.

l. Traffic control devices.

Exception: *Road capital improvements* does not include indirect or unspecified developer overhead expenses.

Road Impact Fee Administrator shall be the Town Manager or designee, to be responsible for administering this Article.

Road Impact Fee Study refers to the study entitled *2022 Roadway Improvement Plan and Road Impact Fee Update* prepared by Felsburg Holt & Ullevig in conjunction with Duncan and Associates, or a subsequent similar study that describes the data, assumptions and methodology used to calculate the net cost to accommodate the additional traffic generated by new development on the major road system.

Site-related improvements means those road capital improvements and right-of-way dedications that provide direct access to the development. Direct access improvements include, but are not limited to, the following:

a. Driveways and streets leading to and from the development.

b. Right- and left-turn lanes leading to those driveways and streets.

c. Traffic control measures for those driveways.

d. Internal local streets.

Traffic-generating development, commencement of, occurs upon the issuance of a building permit or, if a building permit is not required for the development, upon the approval for any development application that is the last application required prior to development or use of land.

Trip means a one-way movement of vehicular travel from an origin (one [1] trip end) to a destination (the other trip end).

Trip generation means the attraction or production of trips caused by a certain type of land development.

Vehicle miles of travel (VMT) means the combination of the number of vehicles traveling during a given time period and the distance (in miles) that they travel.

e) **Imposition of fee**.

1) **Time of fee obligation and payment**. Any person or entity, including any government body, that causes the commencement of traffic-generating development within the incorporated area of the Town shall be obligated to pay a road impact fee pursuant to the terms of this Section. The fee shall be determined and paid to the Road Impact Fee Administrator at the time of issuance of a building permit for the development or, if a building permit is not required for the development or use, upon the Town's approval of any development or use that is the last application required prior to development or use of the land. The fee shall be computed separately for the amount of construction activity covered by the permit if the building permit is for less than the entire development. The obligation to pay the impact fee shall run with the land.

2) **Exemptions.** The following shall be exempt from the terms of this Article. An exemption must be claimed by the fee payer at the time of application for a building permit.

a. Alterations or expansion of an existing building where no additional dwelling units are created, or square footage added.

b. The construction of accessory buildings or structures which do not add dwelling units or square footage to the principal building or use of the land.

c. The replacement of a destroyed or partially destroyed building or structure with a new building or structure of the same square footage or number of dwelling units.

3) **Establishment of fee schedule**.

a. Any person or entity, who causes the commencement of traffic-generating development, except those persons exempted or preparing an independent fee calculation study pursuant to this Section, shall pay a road impact fee in accordance with the following fee schedule. The descriptions of the land use codes in the most current edition of the report titled, "Trip Generation," prepared by the Institute of Transportation Engineers (ITE) shall be used to determine the appropriate land use type.

Land Use Type	Unit	Fee
Single-Family detached	Dwelling	$6,715
Multi-Family	Dwelling	$4,353
Mobile Home Park	Site	$2,900
Retail/commercial	1,000 sq. ft.	$9,205
Convenience store w/ Gas	1,000 sq. ft.	$16,130
Fast Food Restaurant	1,000 sq. ft.	$21,316
Office	1,000 sq. ft.	$8,238
Public/Institutional	1,000 sq. ft.	$3,432
Industrial	1,000 sq. ft.	$4,317
Warehouse	1,000 sq. ft.	$1,547
Mini-Warehouse	1,000 sq. ft.	$1,310
Oil and Gas Well	Wellhead	$3,642

b. If the type of traffic-generating development for which a building permit is requested is not specified on the fee schedule, the Road Impact Fee Administrator shall determine the fee on the basis of the fee applicable to the most nearly comparable type of land use on the fee schedule. The Road Impact Fee Administrator shall be guided in the selection of a comparable type of land use by:

1. Using trip-generation rates contained in the most current edition of the report titled, "Trip Generation," prepared by the Institute of Transportation Engineers (ITE), articles or reports appearing in the ITE Journal or studies or reports done by the U.S. Department of Transportation or Colorado Department of Transportation and applying the formula set forth below; or

2. Computing the fee by use of an independent fee calculation study as provided below.

4) **Predevelopment review impact fee calculation**. Any person contemplating establishing a traffic-generating development may request a preliminary determination of the impact fees due from such development. A person requesting a predevelopment review impact fee calculation shall complete and submit to the Road Impact Fee Administrator the proper application form and an application fee. Using the information regarding the proposed traffic-generating land development activity as submitted on the application, the Road Impact Fee Administrator will provide, within

fifteen (15) days of the date of submittal of the completed application, a preliminary calculation of the road impact fees due for the proposed traffic-generating development. However, any reimbursements shall be based on the actual receipt.

f) **Independent fee calculation study**.

1) **General**.

a. In any case where either the fee payer or the Road Impact Fee Administrator believes the nature, timing or location of the proposed development make it likely to generate traffic impacts substantially different from the amount of the fee that would generate by the application of the Fee Schedule, an independent fee calculation may be prepared and presented at the expense of the person seeking the independent fee calculation.

b. Notwithstanding the foregoing, any fee payer who requests an independent fee calculation study shall pay an additional application fee to the Town to cover all costs incurred by the Town in association with the Town's review of such independent fee calculation study.

c. An independent fee calculation study shall be an administrative condition precedent to the right to pursue an appeal under (f)(5) below.

2) **Formula**.

a. Any independent fee calculation study prepared fee shall be calculated by the use of the following formula:

FEE	= VMT × NET COST/VMT
VMT	= TRIPS × % NEW × LENGTH ÷ 2
NET COST/VMT	= COST/VMT - CREDIT/VMT
COST/VMT	= COST/VMC × VMC/VMT
Where:	
VMT	= Vehicle miles of travel placed on the major road system during an average weekday
TRIPS	= Average daily trip ends
% NEW	= Percent of primary trips, as opposed to pass-by or diverted-linked trips
LENGTH	= Average length of a trip on major road system
÷2	= Avoids double counting trips for origin and destination
COST/VMC	= Average cost to create a new vehicle mile of capacity (VMC) based on planned improvements
VMC/VMT	= The system-wide ratio of capacity to demand in the major roadway system, which shall be 1.00
CREDIT/VMT	= Revenue credit per VMT, based on net present value of other revenues generated by new development and used for capacity-expanding road improvements in the benefit area

b. The fee calculation shall be based on data, information or assumptions contained in this Article or independent sources, provided that:

1. The independent source is an accepted standard source of transportation engineering or planning data or information;

2. The independent source is a local study on trip characteristics carried out by a qualified traffic planner or engineer pursuant to an accepted methodology of transportation planning or engineering; or

3. The percent new trips factor used in the independent fee calculation study is based on actual surveys prepared in the Town or a comparable jurisdiction.

4. Methodology and assumptions are approved by the Community Development Director or designee.

3) **Procedure**.

a. An independent fee calculation study shall be undertaken through the submission of an application for its consideration by a potential fee payer. The Road Impact Fee Administrator may initiate an independent fee calculation study at any time at the Town's initiative.

b. Within ten (10) days of receipt of an application for the consideration of an independent fee calculation study by a fee payer, the Road Impact Fee Administrator shall determine if the application and the independent fee study are complete. If the Road Impact Fee Administrator determines that the application and

the study are not complete, a written statement specifying the deficiencies shall be sent by mail to the person submitting the application. The application shall be deemed complete if no deficiencies are specified. The Road Impact Fee Administrator shall take no further action on the application until it is deemed complete.

c. When the Road Impact Fee Administrator determines that the application and the independent fee study are complete, the Road Impact Fee Administrator shall render a written decision within twenty (20) days on whether the fee should be modified and, if so, what the amount should be, based on the standards set forth below.

4) **Standards**. If, on the basis of generally-recognized principles of traffic impact analysis, the Road Impact Fee Administrator determines that the data, information and assumptions used to calculate the independent fee calculation study satisfy the requirements of this Section, the fee determined in the independent fee calculation study shall be given due consideration by the Road Impact Fee Administrator in determining the fee due and owing for the proposed traffic-generating development. To the extent an adjustment is made in light of the independent fee calculation study, the adjustment shall be set forth in a written determination issued by the Road Impact Fee Administrator. If the independent fee calculation study fails to satisfy the requirements of this Section, the fee applied shall be that fee established for the traffic-generating development in paragraph (e) of this Section.

5) **Appeal following independent fee calculation study decision**.

a. A fee payer affected by the decision of the Road Impact Fee Administrator following an independent fee calculation study may appeal such decision to the Town Board by filing with the Road Impact Fee Administrator, within ten (10) days of the date of the written determination, a written notice stating and specifying briefly the grounds of the appeal. The Road Impact Fee Administrator shall place the appeal on the Town Board's agenda at a regularly scheduled meeting with written notice to the fee payer.

b. The Town Board, after a hearing, shall have the power to affirm or reverse the decision of the Road Impact Fee Administrator. In making its decision, the Town Board shall make written findings of fact and conclusions of law and apply the Standards set forth in subsection 15-15-40 (f)(4) above. If the Town Board reverses the Road Impact Fee Administrator's determination, it shall direct the Road Impact Fee Administrator to recalculate the fee in accordance with its findings. In no case shall the Town Board have the authority to negotiate the amount of the fee or waive the fee. The decision of the Town Board shall be final, subject only to judicial review pursuant to Colorado law.

g) **Reimbursements**.

1) No reimbursement is authorized for site-related improvements, unless otherwise agreed upon in writing and authorized by the Town Board.

2) **General standards for Non-Site Related Roadway Improvements Reimbursement Requests**.

   a. Any person initiating traffic-generating development may apply for reimbursement for the cost of construction of non-site-related road capital improvements that are on the major road system, as identified in the *2022 Roadway Improvement Plan and Road Impact Fee Update.*

   b. **Reimbursement Request Deadline.** Reimbursement requests must be submitted within ninety (90) days of Construction Acceptance by the Town, accompanied by the following documents:

      1. A certification by a duly-qualified and licensed Colorado Professional Engineer, or a contractor with personal knowledge, that the roadway improvements for which reimbursement is sought have in fact been completed.

      2. A certification by a person with personal knowledge of the actual costs of the roadway improvements for which reimbursement is sought, which certification shall include the actual cost of construction or reconstruction, the actual cost of all labor and materials, the actual cost of engineering services for plans and specifications, survey costs, and all other engineering expenses necessary or incident to the design and construction of the roadway improvements, together with proof of receipts for all actual costs for which reimbursement is being requested.

      3. A certification by a person with personal knowledge that all claims for labor and material have been paid in full in association with the roadway improvements.

      4. A certification by a Colorado Professional Engineer or other qualified professional that the costs for which reimbursement is sought are reasonable in light of the then-current market for construction-related professional services, labor and materials.

   c. **Reimbursement Agreements Authorized**. The Town may enter into a reimbursement agreement with any person initiating traffic-generating development who proposes to construct non-site-related road capital improvements that are included in the major road system as depicted in Appendix C. The reimbursement agreement shall provide proportionate reimbursement, which may take place over more than one (1) year, based on the availability of Town-wide road impact fee revenues set aside for the purpose of reimbursements in accordance with this Article. The Road Impact Fee Administrator may adopt policies and procedures, including road improvement reimbursement submittal requirements,

regarding reimbursements and reimbursement agreements, consistent with the provisions of this Section.

3) **Amount of reimbursement**. Reimbursement shall be in an amount equal to the certified costs and actual receipts submitted, in accordance with the value of the contribution or payment at the time it is made, for construction of non-site-related road capital improvements to the major road system.

   a. Completed Roadway Improvements. For roadway improvements completed by the developer, the reimbursement shall be equal to the fair market value, as determined by the Town, of eligible and authorized non-site-related improvements at the time the reimbursable non-site-related improvements have received construction acceptance by the Town.

   b. Future Roadway Improvements. Roadway improvements must completed at the time the developer applies for a reimbursement agreement. However, during project design, Developer shall work with the Deputy Director of Engineering or its designee on the scope of eligible improvements and estimated reimbursement costs of eligible and authorized non-site-related improvements.

4) **Procedure for reimbursement review**.

   a. The determination of any reimbursement shall be initiated by the submission to the Road Impact Fee Administrator of an application for reimbursement agreement.

   b. The application for a reimbursement agreement shall include the following information:

      1. All documentation required from subsection (g)(1)(c) above; and

      2. A copy of the development approval or agreement in which the roadway improvements were deemed eligible and reimbursement authorized by the Deputy Director of Engineering or designee;

      3. If payment has been made, proof of payment; or

      4. If payment has not been made, the proposed method and manner of payment.

      5. A copy of the Construction Acceptance letter.

   c. If the application for reimbursement agreement involves construction of roadway capital improvements:

      1. The proposed plan of the specific construction prepared and certified by a duly-qualified and licensed Colorado engineer or contractor.

      2. The projected costs for the suggested roadway improvements, which shall be based on local information for similar improvements, along with the construction timetable for the completion thereof. Such estimated cost shall

include the cost of construction or reconstruction, the cost of all labor and materials, costs of plans and specifications, surveys of estimates of costs and of revenues, costs of professional services and all other expenses necessary or incident to determining the feasibility or practicability of such construction or reconstruction.

3. Within ten (10) days of receipt of the proposed application for reimbursement agreement, the Road Impact Fee Administrator shall determine if the application is complete. If it is determined that the application is not complete, the Road Impact Fee Administrator shall send a written statement to the applicant outlining the deficiencies. The Road Impact Fee Administrator shall take no further action on the application for reimbursement agreement until all deficiencies have been corrected or otherwise settled. Failure of the applicant to cure identified deficiencies and resubmit the application within thirty (30) days of notification shall result in a forfeiture of reimbursement.

4. Once the Road Impact Fee Administrator determines that the application for reimbursement agreement is complete, the application shall be reviewed within thirty (30) days. The application shall be approved if it complies with the Standards set forth herein.

5. If the application is approved by the Road Impact Fee Administrator, a reimbursement agreement shall be prepared and signed by the applicant and the Town. The reimbursement agreement shall specifically outline the basis for the reimbursement, and the dollar reimbursement the applicant shall receive, based upon actual certified costs, and paid on a first in first out basis. Interest on deferred payments shall in an amount equal to the Town's average annual rate of return on the pooled investments of the Town, shall accrue, beginning the next calendar year, on eligible reimbursement costs if full reimbursement is not available based upon the first in first out method.".

5) **Appeal of reimbursement decision**. A person aggrieved by the decision of the Road Impact Fee Administrator under this Section, may appeal such decision to the Town Board by filing a written Notice of Appeal with the Road Impact Fee Administrator, within ten (10) days of the date of the Road Impact Fee Administrator's written decision. The Notice of Appeal shall specify briefly the grounds of the appeal. The Road Impact Fee Administrator shall place such appeal on the Town Board's agenda at a regularly scheduled meeting. The Town Board, after a hearing, shall affirm or reverse the decision of the Road Impact Fee Administrator based on the standards set forth in Subsections (a) and (b) above. If the Town Board reverses the decision, it shall direct the Road Impact Fee Administrator to approve the reimbursement in accordance with its findings. In no case shall the Town Board have the authority to negotiate the amount of the fee or waive the fee. The decision of the Town Board shall be final for purposes of judicial review.

a. Fee Determination Non-Negotiable. Notwithstanding its appellate authority under subsection (4) above, the Town Board shall in no case have the authority to modify, alter, waive collection or negotiate the amount of the fee imposed under this Section.

b. Administrative Policies and Procedures. The Road Impact Fee Administrator may adopt policies and procedures regarding the processing of reimbursements and reimbursement agreements consistent with the provisions of this Section, which shall take effect only upon approval by Resolution of the Town Board.

h) **Benefit area, establishment of trust fund**.

1) **Establishment**. The entire incorporated area of the Town, as well as areas outside the Town's corporate limits that fall within the Town's Growth Management Area Boundary, including the I-25/State Highway 392 interchange, is established as a single road impact fee benefit area. The current location of the Growth Management Area Boundary is shown in Appendix C.

2) **Expenditure**. The expenditure of impact fee funds shall be limited to those road capital improvement projects in the benefit area.

3) **Establishment of trust fund**. The Town hereby establishes the Road Impact Fee Trust Fund for the purpose of ensuring that fee payers receive sufficient benefit for road impact fees paid.

4) **Deposit in trust fund**. All road impact fees collected by the Town shall be immediately deposited into the Road Impact Fee Trust Fund. All Road Impact Fees shall be deposited in an interest-bearing account. All income derived from these investments shall be retained in the Road Impact Fee Trust Fund until transferred or expended in accordance with this Article. Record of the Road Impact Fee Trust Fund shall be retained in accordance with the Town's document retention policies and available for public inspection.

5) **First-in, first-out accounting**. For the purposes of determining whether impact fee funds have been spent or encumbered, the first fees collected shall be considered the first monies spent or encumbered.

6) **Annual recommendation for expenditure of fees**. Each year, at the time the Town's upcoming annual budget is reviewed, the Road Impact Fee Administrator shall recommend to the Town Board appropriations to be spent from the Road Impact Fee Trust Fund. After review of the recommendation, the Town Board shall approve or modify the recommended expenditures of the Road Impact Fee Trust Fund monies. Expenditures shall be made from the Road Impact Fee Trust Fund only for road capital improvement projects in the benefit area. Each year a minimum of twenty-five percent (25%) of the funds collected shall be designated for reimbursement of amounts due and owing under the reimbursement agreements more fully described in Section 15-15-

40(a)(2). Any amounts not appropriated from the Road Impact Fee Trust Fund, together with any interest earnings, shall be carried over to the following fiscal year in accordance with the policies and procedures adopted pursuant to this Section.

7) **Annual report on expenditures**. Each year, after the decision of the Town Board with respect to the expenditure of impact fee appropriations, the Road Impact Fee Administrator shall prepare an annual report identifying the projects for which the Town Board has approved funds.

i) **Refund of unexpended road impact fees**.

1) **General**. Any road impact fees collected pursuant to this Article shall be returned to the fee payer or the fee payer's successor in interest, if the fees have not been expended or encumbered within ten (10) years from the date of fee payment, along with interest at a rate equal to the Town's average annual rate of return on the pooled investments of the Town for each year. For the purposes of determining whether impact fee funds have been spent or encumbered, the first fees collected shall be considered the first monies spent or encumbered.

2) **Refund procedure**. The refund shall be administered by the Road Impact Fee Administrator and shall be undertaken through the following process:

a. A refund application shall be submitted within one (1) year following the end of the tenth year from the date on which the fee payment was tendered in association with the proposed development. The refund application shall include the following information:

1. A copy of the dated receipt issued for payment of the fee.

2. Evidence of fee payment date and amount.

3. Evidence that the applicant is the fee payer or successor in interest to the fee payer.

b. Within ten (10) days of receipt of the refund application, the Road Impact Fee Administrator shall determine if the application is complete. If the Road Impact Fee Administrator determines that the application is not complete, a written statement specifying the deficiencies shall be forwarded by mail to the person submitting the application. The Road Impact Fee Administrator shall take no further action on the refund application until the deficiencies are corrected.

3) When the Road Impact Fee Administrator determines the refund application is complete, it shall be reviewed within thirty (30) days. The application shall be approved if the Road Impact Fee Administrator determines that the fee payer or a successor in interest has paid a fee which has not been expended or encumbered within the period of time permitted under this Section. The refund shall include the fee paid

plus interest at a rate equal to the Town's average annual rate of return on the pooled investments of the Town for each year.

4) **Appeal of refund decision**. A fee payer aggrieved by a refund decision of the Road Impact Fee Administrator may appeal such decision to the Town Board by filing a written notice with the Road Impact Fee Administrator within ten (10) days of the date of the written refund decision, specifying briefly the grounds of the appeal. The Road Impact Fee Administrator shall place such appeal on the Town Board's agenda at a regularly scheduled meeting. The Town Board, after a hearing, shall affirm or reverse the decision of the Road Impact Fee Administrator, based on the standards set forth in this Section. If the Town Board reverses the decision of the Road Impact Fee Administrator, it shall direct the Road Impact Fee Administrator to determine the refund in accordance with its findings. In no event shall the Town Board have the authority to negotiate the amount of the refund. The decision of the Town Board shall be final for purposes of judicial review.

j) **Periodic Reviews; Annual, Every Five Years**.

1) At least once every five (5) years, the Road Impact Fee Administrator shall recommend to the Town Board whether any changes should be made to the Road Impact Fee Study and this Article. The purpose of this review is to analyze the effects of inflation on actual costs, to assess potential changes in needs, to assess any changes in the characteristics of land uses and to ensure that the road impact fees will not exceed a proportionate share.

2) In each year during which a comprehensive update is not performed, the fee schedule shall be adjusted to account for construction cost inflation, pursuant to the provisions of this Section. The Road Impact Fee Administrator shall calculate adjustments to the road impact fee rates by multiplying them by a ratio, the numerator of which is the most recently available two-year moving average of the annual Colorado Construction Cost Index by the Colorado Department of Transportation, and the denominator of which is the same index for a period one (1) year earlier than the numerator. The adjusted fee schedule shall become effective upon and in accordance with the approval thereof by the Town Board. The Road Impact Fee Administrator shall make the adjusted impact fee schedule publicly available.

Sec. 17-15-110. - Other reimbursement agreements.

Nothing contained herein shall be deemed to preclude the Town from entering into reimbursement agreements with persons constructing roads and highways within the benefit area.

Section 2. This Ordinance shall apply to all land use applications filed with the Town on and after 12:01 a.m. on June 1, 2023.

Introduced, passed on first reading, and ordered published this 27th day of March, 2023.

TOWN OF WINDSOR, COLORADO

By_____
Paul Rennemeyer, Mayor

ATTEST:

_____
Karen Frawley, Town Clerk

Introduced, passed on second reading, and ordered published this 10th day of April, 2023.

TOWN OF WINDSOR, COLORADO

By_____
Paul Rennemeyer, Mayor

ATTEST:

_____
Karen Frawley, Town Clerk

MEMORANDUM

Date: March 20, 2023
To: Mayor / Town Board
Cc: Shane Hale; Rick Klimek
From: Kimberly A. Emil, Interim Town Attorney
Re: State Opioid Settlement Participation
Item #: 3

Background / Discussion

The State of Colorado has reached settlements with Teva Pharmaceutical Industries Ltd. and Allergan Finance, LLC/Allergan Limited, as well as with Walmart Inc., CVS Health Corporation/CVS Pharmacy, Inc., and Walgreens Co. The current estimated additional allocations from these settlements to all Regions, will result in over $250 million additional funds to the State of Colorado and will be distributed according to the Colorado Opioid Settlement MOU, attached hereto. In order for the State to maximize its share of the settlement proceeds, these opioid settlements (like prior opioid settlements) require that Colorado's Local Governments participate in the settlements by releasing their opioid-related legal claims against the settling Defendants. The State prepared a Opioid Settlement Distribution Funds spreadsheet, attached hereto, which indicates the estimated direct allocation for participating local governments, and we are required to sign on if we wish to receive any money from these settlements.

Any money received may only be used for approved purposes. For example, training health care providers on opioid use disorder, providing additional services and treatment, assisting with the co-responder programs, possibly assisting with the building of treatment facilities. The funds need to be used for the purpose of combating the opioid epidemic.

If we decide to join these settlements, we are required to sign and submit the participation forms for each settlement no later than April 7, 2023.

Financial Impact

It is estimated that Colorado's share will be more than $250 million dollars. Under the Colorado Opioid Settlement Distribution Funds, settlement proceeds will be allocated as follows:

1. $49,605.19 directly to the Town of Windsor

2. $7,046,887.39 directly to Region 3 – Weld

Using $49,605.19 as the base for the Town's receipts, we estimate the following:

1. $9,715.16 directly from Teva over 13 years
2. $5,787.83 directly from Allergan over 7 years
3. $12,850.91 directly from CVS over 10 years
4. $13,974.02 directly from Walgreens over 14 years
5. $7,277.27 directly from Walmart over 6 years

Teva and Allergan are affiliated pharmaceutical opioid manufacturers. It is important to note that we do not have the option to join the Teva settlement and not join the Allergan settlement, or vice versa. We would be required to join both settlements.

Relationship to Strategic Plan

Community Safety and Fiscal Responsibility

Recommendation

Approve participation in the opioid settlements.

Attachments

Colorado Opioid Settlement MOU

Colorado Opioid Settlement Distribution Funds – Teva, Allergan, CVS, Walgreens, Walmart Settlements

Teva Settlement Participation Form

Allergan Settlement Participation Form

Walmart Settlement Participation Form

CVS Settlement Participation Form

Walgreens Settlement Participation Form

EXHIBIT K
Subdivision and Special District Settlement Participation Form

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

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 ("*Allergan Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.

2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.

3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at https://nationalopioidsettlement.com.

4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.

5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.

7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.

8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.

9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.

10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.

11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

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

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

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

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

Signature: _____

Name: _____

Title: _____

Date: _____

Colorado Opioid Settlement Distribution Funds -
Teva, Allergan, CVS, Walgreens, & Walmart Settlements

Estimated Allocation to Regions for maximum Local Government Participation

Account	Total New Regional Allocations	Teva Regional Total (13 years)	Allergan Regional Total (7 years)	CVS Regional Total (10 years)	Walgreens Regional Total (14 years)	Walmart Regional Total (6 years)
Region 1- Northwest	$ 2,085,632.32	$ 408,470.42	$ 243,347.22	$ 540,311.87	$ 587,532.57	$ 305,970.24
Region 2- Larimer	$ 11,406,887.39	$ 2,234,035.19	$ 1,330,931.83	$ 2,955,111.76	$ 3,213,374.58	$ 1,673,434.03
Region 3- Weld	$ 7,046,017.27	$ 1,379,960.20	$ 822,114.60	$ 1,825,368.11	$ 1,984,896.66	$ 1,033,677.70
Region 4- Northeast	$ 3,563,677.51	$ 697,945.09	$ 415,802.47	$ 923,219.88	$ 1,003,904.95	$ 522,805.12
Region 5- I-70 Mountain	$ 3,806,377.72	$ 745,477.83	$ 444,120.21	$ 986,094.74	$ 1,072,274.76	$ 558,410.18
Region 6- Boulder	$ 13,313,880.96	$ 2,607,519.25	$ 1,553,435.86	$ 3,449,144.80	$ 3,750,583.77	$ 1,953,197.28
Region 7- Broomfield	$ 1,745,785.73	$ 341,911.57	$ 203,694.64	$ 452,269.91	$ 491,796.16	$ 256,113.45
Region 8- Adams	$ 20,147,580.66	$ 3,945,897.12	$ 2,350,777.69	$ 5,219,509.11	$ 5,675,669.56	$ 2,955,727.18
Region 9- Arapahoe	$ 21,779,095.73	$ 4,265,428.82	$ 2,541,139.46	$ 5,642,175.62	$ 6,135,275.14	$ 3,195,076.69
Region 10- GROC	$ 18,794,619.32	$ 3,680,920.08	$ 2,192,916.98	$ 4,869,005.78	$ 5,294,533.90	$ 2,757,242.58
Region 11- Denver	$ 26,157,497.56	$ 5,122,937.40	$ 3,052,002.25	$ 6,776,461.11	$ 7,368,691.81	$ 3,837,404.99
Region 12- Douglas	$ 8,428,267.93	$ 1,650,673.54	$ 983,392.72	$ 2,183,459.24	$ 2,374,283.27	$ 1,236,459.16
Region 13- Mesa	$ 5,667,938.87	$ 1,110,063.99	$ 661,323.28	$ 1,468,357.87	$ 1,596,685.41	$ 831,508.32
Region 14- SWCORC	$ 3,188,916.40	$ 624,548.24	$ 372,076.11	$ 826,132.84	$ 898,332.96	$ 467,826.25
Region 15- Central Region	$ 2,818,547.64	$ 552,011.64	$ 328,862.26	$ 730,183.71	$ 793,998.31	$ 413,491.72
Region 16- El Paso/Teller	$ 28,919,171.73	$ 5,663,810.38	$ 3,374,228.63	$ 7,491,910.95	$ 8,146,668.60	$ 4,242,553.17
Region 17- SWORD	$ 3,303,420.85	$ 646,973.90	$ 385,436.26	$ 855,796.80	$ 930,589.41	$ 484,624.48
Region 18- San Luis Valley	$ 2,521,400.74	$ 493,815.51	$ 294,191.77	$ 653,203.69	$ 710,290.63	$ 369,899.14
Region 19- Southeast	$ 15,589,254.70	$ 3,053,150.49	$ 1,818,921.69	$ 4,038,611.78	$ 4,391,567.41	$ 2,287,003.33
Total	$ 200,283,971.03	$ 39,225,550.66	$ 23,368,715.93	$ 51,886,329.57	$ 56,420,949.86	$ 29,382,425.01

Colorado Opioid Settlement Distribution Funds - Teva, Allergan, CVS, Walgreens, Walmart Settlements
Estimated direct allocation for maximum Local Government participation

Participating Local Governments	Local Goverment Share Total	Teva Local Gov. Share (13 Years)	Allergan Local Gov. Share (7 Years)	CVS Local Gov. Share (10 Years)	Walgreens Local Gov. Share (14 Years)	Walmart Local Gov. Share (6 Years)
Platteville	$ **8,011.15**	$ 1,568.98	$ 934.72	$ 2,075.40	$ 2,256.78	$ 1,175.27
Poncha Springs	$ **8,469.96**	$ 1,658.84	$ 988.26	$ 2,194.26	$ 2,386.03	$ 1,242.57
Pueblo	$ **1,427,252.95**	$ 279,527.02	$ 166,528.90	$ 369,749.59	$ 402,063.97	$ 209,383.47
Rangely	$ **7,071.09**	$ 1,384.87	$ 825.04	$ 1,831.86	$ 1,991.96	$ 1,037.36
Rifle	$ **24,500.06**	$ 4,798.33	$ 2,858.62	$ 6,347.08	$ 6,901.78	$ 3,594.25
Salida	$ **30,056.33**	$ 5,886.52	$ 3,506.91	$ 7,786.51	$ 8,467.01	$ 4,409.38
Sedgwick County	$ **33,845.42**	$ 6,628.61	$ 3,949.02	$ 8,768.12	$ 9,534.41	$ 4,965.26
Silt	$ **7,484.80**	$ 1,465.90	$ 873.31	$ 1,939.04	$ 2,108.50	$ 1,098.05
Silverthorne	$ **11,812.57**	$ 2,313.49	$ 1,378.26	$ 3,060.21	$ 3,327.66	$ 1,732.95
Steamboat Springs	$ **83,962.55**	$ 16,444.04	$ 9,796.57	$ 21,751.66	$ 23,652.65	$ 12,317.63
Sterling	$ **55,198.85**	$ 10,810.68	$ 6,440.49	$ 14,300.02	$ 15,549.78	$ 8,097.88
Summit County	$ **119,030.45**	$ 23,312.08	$ 13,888.23	$ 30,836.48	$ 33,531.44	$ 17,462.22
Thornton	$ **556,416.36**	$ 108,973.96	$ 64,921.50	$ 144,147.35	$ 156,745.14	$ 81,628.41
Vail	$ **80,734.22**	$ 15,811.77	$ 9,419.90	$ 20,915.32	$ 22,743.21	$ 11,844.02
Weld County	$ **1,120,928.41**	$ 219,533.46	$ 130,787.59	$ 290,391.99	$ 315,770.88	$ 164,444.49
Wellington	$ **13,213.51**	$ 2,587.86	$ 1,541.73	$ 3,423.14	$ 3,722.31	$ 1,938.47
Westminster	$ **661,162.32**	$ 129,488.43	$ 77,143.04	$ 171,283.23	$ 186,252.58	$ 96,995.04
Wheat Ridge	$ **190,701.36**	$ 37,348.80	$ 22,250.64	$ 49,403.82	$ 53,721.48	$ 27,976.62
Windsor	$ **49,605.19**	$ 9,715.16	$ 5,787.83	$ 12,850.91	$ 13,974.02	$ 7,277.27
Winter Park	$ **9,734.51**	$ 1,906.50	$ 1,135.80	$ 2,521.86	$ 2,742.26	$ 1,428.09
Yampa	$ **661.69**	$ 129.59	$ 77.21	$ 171.42	$ 186.40	$ 97.07

EXHIBIT K

Subdivision Participation and Release Form

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

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 ("*CVS Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at https://nationalopioidsettlement.com.

3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.

7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.

10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

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

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

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

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

Signature: _____

Name: _____

Title: _____

Date: _____

Exhibit K
Subdivision and Special District Settlement Participation Form

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

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 ("*Teva Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Teva Settlement as provided therein.

2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.

3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at https://nationalopioidsettlement.com.

4. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.

5. By agreeing to the terms of the Teva Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

6. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.

7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Teva Settlement.

8. The Governmental Entity has the right to enforce the Teva Settlement as provided therein.

9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Teva Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Teva Settlement are intended by Released Entitles and the Governmental Entity to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Teva Settlement shall be a complete bar to any Released Claim.

10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Teva Settlement.

11. In connection with the releases provided for in the Teva Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

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

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

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

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

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT K

Subdivision Participation and Release Form

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

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 ("*Walgreens Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at https://nationalopioidsettlement.com.

3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.

7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.

10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

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

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

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

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

Signature: _____

Name: _____

Title: _____

Date: _____

Attachment C: Walmart Settlement Participation Form

EXHIBIT K

Subdivision Participation Form

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

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 ("Walmart Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at https://nationalopioidsettlement.com/.

3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.

4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.

7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.

9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

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

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

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

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

Signature: _____

Name: _____

Title: _____

Date: _____

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 <u>8.7% of the total LG Share</u> and <u>4.35% of the total Regional Share at the time such funds are actually received</u>. 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:

Colorado Attorney General Philip J. Weiser

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

this ___ day of _____, _____ by:

_____

Name & Title_____

On behalf of _____

Exhibit A

POTENTIAL OPIOID ABATEMENT APPROVED PURPOSES

I. TREATMENT

A. TREATMENT OF OPIOID USE DISORDER AND ITS EFFECTS

1. Expand availability of treatment, including Medication-Assisted Treatment (MAT), for Opioid Use Disorder (OUD) and any co-occurring substance use or mental health issues.

2. Supportive housing, all forms of FDA-approved MAT, counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it.

3. Treatment of mental health trauma issues that resulted from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking) and for family members (e.g., surviving family members after an overdose or overdose fatality).

4. Expand telehealth to increase access to OUD treatment, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.

5. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

6. Scholarships for certified addiction counselors.

7. Clinicians to obtain training and a waiver under the federal Drug Addiction Treatment Act to prescribe MAT for OUD.

8. Training for health care providers, students, and other supporting professionals, such as peer recovery coaches/recovery outreach specialists, including but not limited to training relating to MAT and harm reduction.

9. Dissemination of accredited web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

10. Development and dissemination of new accredited curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service Medication-Assisted Treatment.

11. Development of a multistate/nationally accessible database whereby health care providers can list currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis.

12. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD.

13. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-informed practices such as adequate methadone dosing.

B. INTERVENTION

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer, if necessary) a patient for OUD treatment.

2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorder.

3. Training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on the late adolescence and young adulthood when transition from misuse to opioid disorder is most common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.

5. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management and/or support services.

6. Support work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

7. Create school-based contacts whom parents can engage to seek immediate treatment services for their child.

8. Develop best practices on addressing OUD in the workplace.

9. Support assistance programs for health care providers with OUD.

10. Engage non-profits and faith community as a system to support outreach for treatment.

C. CRIMINAL-JUSTICE-INVOLVED PERSONS

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

2. Support pre-arrest diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH issues, including established strategies such as:

   a. Self-referral strategies such as Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);

   b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;

   c. "Naloxone Plus" strategies, which work to ensure that individuals who have received Naloxone to reverse the effects of an overdose are then linked to treatment programs;

   d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model; or

   e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network.

3. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH issues to evidence-informed treatment, including MAT, and related services.

4. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH issues, but only if they provide referrals to evidence-informed treatment, including MAT.

5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH issues who are incarcerated, on probation, or on parole.

6. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate re-entry services to individuals with OUD and any co-occurring SUD/MH issues who are leaving jail or prison or who have recently left jail or prison.

7. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

D. WOMEN WHO ARE OR MAY BECOME PREGNANT

1. Evidence-informed treatment, including MAT, recovery, and prevention services for pregnant women or women who could become pregnant and have OUD.

2. Training for obstetricians and other healthcare personnel that work with pregnant women and their families regarding OUD treatment.

3. Other measures to address Neonatal Abstinence Syndrome, including prevention, care for addiction and education programs.

4. Child and family supports for parenting women with OUD.

5. Enhanced family supports and child care services for parents receiving treatment for OUD.

E. PEOPLE IN TREATMENT AND RECOVERY

1. The full continuum of care of recovery services for OUD and any co-occurring substance use or mental health issues, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, and connections to community-based services.

2. Identifying successful recovery programs such as physician, pilot, and college recovery programs, and providing support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

3. Training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.

4. Community-wide stigma reduction regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

5. Engaging non-profits and faith community as a system to support family members in their efforts to help the opioid user in the family.

II. PREVENTION

F. PRESCRIBING PRACTICES

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.

2. Academic counter-detailing.

3. Continuing Medical Education (CME) on prescribing of opioids.

4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

5. Fund development of a multistate/national prescription drug monitoring program (PDMP) that permits information sharing while providing appropriate safeguards on sharing of private information, including but not limited to:

a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to OUD.

b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database.

6. Educating dispensers on appropriate opioid dispensing.

G. MISUSE OF OPIOIDS

1. Corrective advertising/affirmative public education campaigns.

2. Public education relating to drug disposal.

3. Drug take-back disposal or destruction programs.

4. Fund community anti-drug coalitions that engage in drug-abuse prevention efforts.

5. School-based programs that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, or training of coalitions in evidence-informed implementation.

7. School and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

8. Engaging non-profits and faith community as a system to support prevention.

H. OVERDOSE DEATHS AND OTHER HARMS

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

2. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.

3. Developing data tracking software and applications for overdoses/naloxone revivals.

4. Public education relating to emergency responses to overdoses.

5. Free naloxone for anyone in the community.

6. Public education relating to immunity and Good Samaritan laws.

7. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.

8. Syringe service programs, including supplies, staffing, space, peer support services, and the full range of harm reduction and treatment services provided by these programs.

9. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

III. ADDITIONAL AREAS

I. SERVICES FOR CHILDREN

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

J. FIRST RESPONDERS

1. Law enforcement expenditures relating to the opioid epidemic.

2. Educating first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

3. Increase electronic prescribing to prevent diversion and forgery.

K. COMMUNITY LEADERSHIP

1. Regional planning to identify goals for opioid reduction and support efforts or to identify areas and populations with the greatest needs for treatment intervention services.

2. Government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.

L. STAFFING AND TRAINING

1. Funding for programs and services regarding staff training and networking to improve staff capability to abate the opioid crisis.

2. Support infrastructure and staffing for collaborative cross-systems coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD (e.g., health care, primary care, pharmacies, PDMPs, etc.).

M. RESEARCH

1. Funding opioid abatement research.

2. Research improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to OUD.

3. Support research for novel harm reduction and prevention efforts such as the provision of fentanyl test strips.

4. Support for innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

5. Expanded research for swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).

6. Research expanded modalities such as prescription methadone that can expand access to MAT.

N. OTHER

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

Exhibit B

Colorado Local Governments*

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

Colorado Local Governments*

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

Colorado Local Governments*

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

Colorado Local Governments*

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

Colorado Local Governments*

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

Colorado Local Governments*

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

Colorado Local Governments*

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

Colorado Local Governments*

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

Colorado Local Governments*

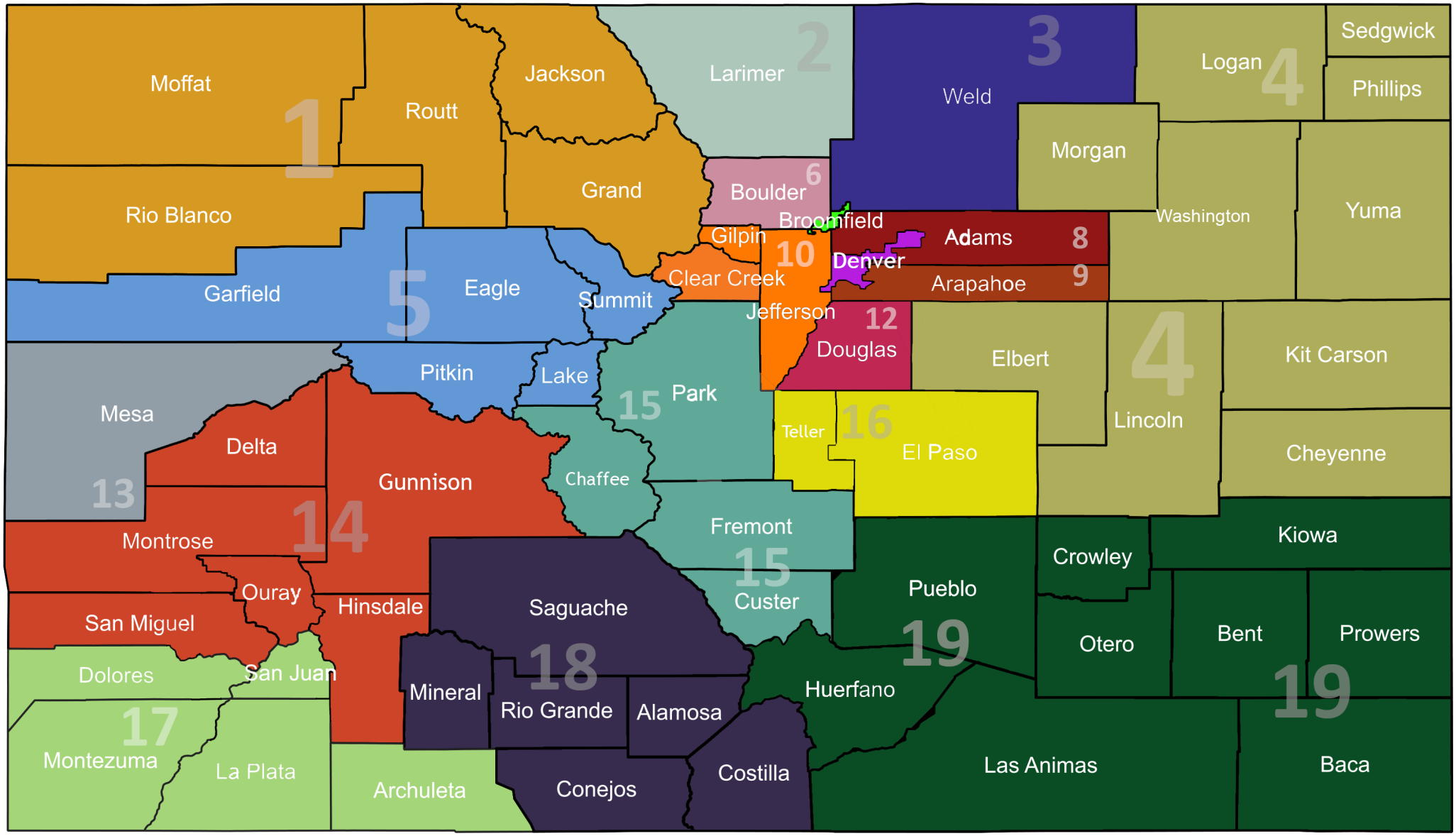
Government Name	County	Gov't Type	Multi-County
Yuma County	**Yuma**	**County**	
Eckley	Yuma	City	
Wray	Yuma	City	
Yuma	Yuma	City	

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

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

Exhibit C

Regions for the distribution of opioid settlement funds



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

Exhibit D

Exhibit D - Allocations to Colorado County Areas

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

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

Exhibit E

Exhibit E - Intracounty Allocations[1,2]

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

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

Alamosa County	85.3075%
Alamosa	14.6818%
Hooper	0.0108%

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

Archuleta County	90.0864%
Pagosa Springs	9.9136%

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

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

Bent County	80.9608%
Las Animas	19.0392%

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

Broomfield County/City	100.0000%

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

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

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

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

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

Government Name	Intracounty Share
Red Cliff	0.0957%
Vail	23.5250%

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

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

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

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

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

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

Government Name	Intracounty Share
Winter Park	8.6154%

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

Hinsdale County	76.0940%
Lake City	23.9060%

Huerfano County	68.2709%
La Veta	11.0719%
Walsenburg	20.6572%

Jackson County	61.5339%
Walden	38.4661%

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

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

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

Government Name	Intracounty Share
Vona	0.0775%

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

Lake County	73.4523%
Leadville	26.5477%

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

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

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

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

Mesa County	60.8549%
Collbran	0.0920%

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

Mineral County	87.6744%
City of Creede	12.3256%

Moffat County	91.7981%
Craig	8.1862%
Dinosaur	0.0157%

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

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

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

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

Ouray County	76.0810%
Ouray	17.6541%
Ridgway	6.2649%

Park County	96.3983%
Alma	0.7780%

Government Name	Intracounty Share
Fairplay	2.8237%

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

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

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

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

Rio Blanco County	78.2831%
Meeker	9.1326%
Rangely	12.5843%

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

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

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

Government Name	Intracounty Share
Moffat	0.3553%
Saguache	0.2460%

San Juan County	87.0423%
Silverton	12.9577%

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

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

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

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

Washington County	99.1320%
Akron	0.7659%
Otis	0.1021%

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

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

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

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

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

County-Level Allocation

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

County/Municipal-Level Allocation

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

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

Exhibit F

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

Exhibit G

Regional Governance Models

A. Membership Structure

Single-County Regions

1. Voting Members (Recommended List: Participating Local Governments to Decide)
    - 1 or 2 representatives appointed by the county (can be commissioners)
    - 1 representative appointed from the public health department
    - 1 representative from the county human services department
    - 1 representative appointed from law enforcement within region (sheriff, police, local city or town district attorney, etc.)
    - 1 representative appointed from a municipal or county court system within region
    - 1-3 representatives (total) appointed by the cities within the county (or other city or cities agreed upon) (can be councilmembers and mayors)
    - Such other representatives as participating counties/cities agree on (not to include providers who may be recipients of funds)

2. Non-Voting Members (Optional but strongly encouraged)
    - Representatives from behavioral health providers
    - Representatives from health care providers
    - Recovery/treatment experts
    - Other county or city representatives
    - A representative from the Attorney General's Office
    - Community representative(s), preferably those with lived experience with the opioid crisis
    - Harm reduction experts

Multi-County Regions

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

2. Non-Voting Members (Optional)
    - Representatives from behavioral health providers

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

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

1. Voting Members (Recommended List: Participating Local Government to Decide)[1]

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

2. Non-Voting Members (Optional)

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

B. Member Terms

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

C. Procedures

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

[1] In Denver, the Mayor shall make voting member appointments to the Regional Council. In Broomfield, the City and County Manager shall make voting member appointments to the Regional Council.

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

D. Financial Responsibility/Controls

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

E. Conflicts of Interest

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

F. Ethics Laws

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

G. Authority

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

H. Legal Status

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

Exhibit G-1

MODEL COLORADO REGIONAL OPIOID INTERGOVERNMENTAL AGREEMENT[2]

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

RECITALS

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

WHEREAS, the Regional Agreement assumes and incorporates the definitions and provisions contained in the Colorado MOU, and the Regional Agreement shall be construed in conformity with the Colorado MOU[3];

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. **DEFINITIONS**. The defined terms used in this Regional Agreement shall have the same meanings as in the Colorado MOU[4]. Capitalized terms used herein and not otherwise defined within the Regional Agreement or in the Colorado MOU shall have the meanings ascribed to them in the body of the Regional Agreement.
2. **OBLIGATIONS OF THE REGIONAL PLGS**. The Regional PLGs shall perform their respective obligations as set forth in the Regional Agreement, the Colorado MOU and the accompanying exhibits to the Colorado MOU and incorporated herein by reference.
3. **REGIONAL COUNCIL**.

3.1. Purpose: In accordance with the Colorado MOU, a Regional Council, consisting of representatives appointed by the Regional PLGs, shall be created to oversee the procedures by which a Region may request Opioid Funds from the Abatement Council and the procedures by which the allocation of its Region's Share of Opioid Funds are administered.

3.2. Membership: The Regional Council of a Multi-County or Single County Region shall consist of the following:

a. **Multi-County Region:**

(i) **Voting Members.** Voting Members shall be appointed by the Regional PLGs. The Regional PLGs shall collaborate to appoint Regional Council members and to the extent practicable, Voting Members shall be selected from different counties and cities. No single county or city should dominate the make-up of the Regional Council. Voting Members shall be selected as follows:

(1) 1 representative appointed by each county (can be commissioners).

(2) 1 representative appointed from a rotating city within each county (or other city agreed upon) (can be councilmembers and mayors). A rotating city member shall be selected by majority vote of the cities within each county who do not have a Voting Member currently sitting on the Regional

[4] *See* FN 2, *supra*.

Council.

(3) 1 representative from each public health department within the region.

(4) 1 representative from a county human services department.

(5) At least 1 representative appointed from law enforcement within the region (sheriff, police, local city or town district attorney, etc.).

(6) 1 representative from a municipal or county court system within the region.

b. **Single-County Region:**

(i) **Voting Members.** Voting Members shall be appointed by the Regional PLGs. The Regional PLGs shall collaborate to appoint Regional Council members and to the extent practicable, Voting Members shall be selected from different cities within the region. No single city should dominate the make-up of the Regional Council. Voting Members shall be selected as follows:

(1) 1 or 2 representatives appointed by the county (can be commissioners)

(2) 1 representative appointed from the public health department

(3) 1 representative from the county human services department

(4) 1 representative appointed from law enforcement within region (sheriff, police, local city or town district attorney, etc.)

(5) 1 representative appointed from a municipal or county court system within region

(6) 1-3 representatives (total) appointed by rotating cities within the county (or other city or cities agreed upon) (can be councilmembers and mayors). Rotating city members shall be selected by majority vote of the cities who do not have a Voting Member currently sitting on the Regional Council.

(7) Such other representatives as participating counties/cities agree on (not to include providers who may be recipients of

funds)

c. **Non-Voting Members**. For both Multi-County and Single County Regions, Non-Voting Members are optional but are strongly encouraged. Non-voting members shall serve in an advisory capacity. Any Non-Voting Members shall be appointed by the Regional PLGs and may be comprised of all or some of the following, not to include potential recipients of funds:

(i) Representatives from behavioral health providers.

(ii) Representatives from health care providers.

(iii) Recovery/treatment experts.

(iv) Other county or city representatives.

(v) A representative from the Attorney General's Office.

(vi) Community representative(s), preferably those with lived experience with the opioid crisis.

(vii) Harm reduction experts.

d. **Acting Chair:** The Voting Members for both Multi-County and Single-County Regions shall appoint one member to serve as Acting Chair of the Regional Council. The Acting Chair's primary responsibilities shall be to schedule periodic meetings and votes of the Regional Council as needed and to serve as the point of contact for disputes within the Region. The Acting Chair must be either a Member from a county within a Region, such as a county commissioner or their designee, or a Member from a city or town within a Region, such as a mayor or city or town council member or their designee.

e. **Non-Participation:** A Local Government that chooses not to become a Participating Local Government in the Colorado MOU shall not receive any Opioid Funds from the Regional Share or participate in the Regional Council.

f. **Terms:** The Regional Council shall be established within ninety (90) days of the first Settlement being entered by a court of competent jurisdiction, including any bankruptcy court. In order to do so, within sixty (60) days of the first Settlement being entered, CCI and CML shall jointly recommend six (6) Voting Members, and so long as such recommendations comply with the terms of Section 3.2 (a) or (b), the Regional Council shall consist of CCI/CML's recommended Members for

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

(i) If a Voting Member resigns or is otherwise removed from the Regional Council prior to the expiration of their term, a replacement Voting Member shall be appointed within sixty (60) days in accordance with Section 3.2 (a) or (b) to serve the remainder of the term. If the Regional PLGs are unable to fill a Voting Member vacancy within sixty (60) days, the existing Voting Members of the Regional Council at the time of the vacancy shall work collectively to appoint a replacement Voting Member in accordance with Section 3.2 (a) or (b). At the end of his or her term, the individual serving as that replacement Voting Member may be reappointed by the Regional PLGs to serve a full term consistent with this Section.

(ii) The purpose of the two-year term is to allow Regional PLGs an increased opportunity to serve on the Regional Council. However, Regional Council members who have already served on the Regional Council may be appointed more than once and may serve consecutive terms if appointed to do so by the Regional Council.

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

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

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

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

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

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

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

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

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

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

4. REGIONAL FISCAL AGENT

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

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

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

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

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

a. **Opioid Funds:** The Regional fiscal agent shall receive all Opioid Funds as distributed by the Abatement Council. Upon direction by the Regional Council, the Regional fiscal agent shall make any such Opioid Funds available to the Regional Council.

b. **Reporting:** On an annual basis, as determined by the Abatement Council, the Regional fiscal agent shall provide to the Abatement Council the Regional Council's expenditure data from their allocation of the Regional Share and certify to the Abatement Council that the Regional Council's expenditures were for Approved Purposes and complied with its 2-year plan.

c. **Recordkeeping:** The Regional fiscal agent shall maintain necessary records with regard the Regional Council's meetings, decisions, plans, and expenditure data.

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

5. <u>REGIONAL TWO-YEAR PLAN</u>

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

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

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

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

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

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

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

14. **GOVERNING LAW; VENUE**. This Regional Agreement shall be governed by the laws of the State of Colorado. Venue for any legal action relating solely to this Regional Agreement will be in the applicable District Court of the State of Colorado for the county of the Region's fiscal agent. Venue for any legal action relating to the Colorado MOU shall be in a court of competent jurisdiction where a Settlement or consent decree was entered, as those terms are described or defined in the Colorado MOU. If a legal action relates to both a Regional Agreement and the Colorado MOU, venue shall also be in a court of competent jurisdiction where a Settlement or consent decree was entered.

15. **TERMINATION**. The Regional PLGs enter into this Regional Agreement to serve the public interest. If this Regional Agreement ceases to further the public interest, a Regional PLG, in its discretion, may terminate their participation in the Regional Agreement, in whole or in part, upon written notice to the other Regional PLGs. Each Regional PLG also has the right to terminate the Regional Agreement with cause upon written notice effective immediately, and without cause upon thirty (30) days prior written notice to the other Regional PLGs. A Regional PLG's decision to terminate this Regional Agreement, with or without cause, shall have no impact on the other Regional PLGs present or future administration of its Opioid Funds and the other procedures outlined in this Regional Agreement. Rather, a Regional PLG's decision to terminate this Regional Agreement shall have the same effect as non-participation, as outlined in Section 3.2 (e).

16. **NOTICES**. "Key Notices" under this Regional Agreement are notices regarding default, disputes, or termination of the Regional Agreement. Key Notices shall be given in writing and shall be deemed

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

_____

_____

17. GENERAL TERMS AND CONDITIONS

17.1. **Independent Entities**. The Regional PLGs enter into this Regional Agreement as separate, independent governmental entities and shall maintain such status throughout.

17.2. **Assignment**. This Regional Agreement shall not be assigned by any Regional PLG without the prior written consent of all Regional PLGs. Any assignment or subcontracting without such consent will be ineffective and void and will be cause for termination of this Regional Agreement.

17.3. **Integration and Amendment**. This Regional Agreement represents the entire agreement between the Regional PLGs and terminates any oral or collateral agreement or understandings. This Regional Agreement may be amended only by a writing signed by the Regional PLGs. If any provision of this Regional Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and the remaining provision of this Regional Agreement shall continue in full force and effect.

17.4. **No Construction Against Drafting Party**. The Regional PLGs and their respective counsel have had the opportunity to review the Regional Agreement, and the Regional Agreement will not be construed against any Regional PLG merely because any provisions of the Regional Agreement were prepared by a particular Regional PLG.

17.5. **Captions and References**. The captions and headings in this Regional Agreement are for convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Regional Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

17.6. **Statutes, Regulations, and Other Authority**. Any reference in this Regional Agreement to a statute, regulation, policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the execution of this Regional Agreement.

17.7. **Conflict of Interest**. No Regional PLG shall knowingly perform any act that would conflict in any manner with said Regional PLG's obligations hereunder. Each Regional PLG certifies that it is not engaged in any current project or business transaction, directly or indirectly, nor has it any interest, direct or indirect, with any person or business that might result in a conflict of interest in the performance of its obligations hereunder. No elected or employed member of any Regional PLG shall be paid or receive, directly or indirectly, any share or part of this Regional Agreement or any benefit that may arise therefrom.

17.8. **Inurement**. The rights and obligations of the Regional PLGs to the Regional Agreement inure to the benefit of and shall be binding upon the Regional PLGs and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Regional Agreement.

17.9. **Survival**. Notwithstanding anything to the contrary, the Regional PLGs understand and agree that all terms and conditions of this Regional Agreement and any exhibits that require continued performance or compliance beyond the termination or expiration of this Regional Agreement shall survive such termination or expiration and shall be enforceable against a Regional PLG if such Regional PLG fails to perform or comply with such term or condition.

17.10. **Waiver of Rights and Remedies**. This Regional Agreement or any of its provisions may not be waived except in writing by a Regional PLG's authorized representative. The failure of a

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

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

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

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

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

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MEMORANDUM

Date: March 20, 2023
To: Mayor and Town Board
From: Shane Hale, Town Manager
Re: Future Meetings Agenda
Item #: 4.

Background / Discussion:

Financial Impact:

Relationship to Strategic Plan:

Recommendation:

CC:

Attachments:
1. 2023 Future Meetings Agenda 2

FUTURE TOWN BOARD MEETINGS

March 27, 2023 5:30 p.m.	Town Board Work Session Meet the Board – New Employees Traffic Maintenance Funding Occupation Tax Update
March 27, 2023 7:00 p.m.	Town Board Regular Meeting
April 3, 2023 5:30 p.m.	Town Board Work Session Comprehensive Plan Outreach Update Main Street Alternate Route Study 2023 Traffic Safety Program Report
April 10, 2023 5:30 p.m.	Town Board Work Session Board and Commission Appreciation Event
April 10, 2023 7:00 p.m.	Town Board Regular Meeting
April 17, 2023 5:30 p.m.	Town Board Work Session Tour of OEM Office
April 24, 2023 5:30 p.m.	Town Board Work Session Poster Contest Recognition Celebration Meet the Board – New Employees Windsor/Thornton CR 13 Pipeline IGA
April 24, 2023 7:00 p.m.	Town Board Regular Meeting
May 1, 2023 5:30 p.m.	Town Board Work Session
May 8, 2023 5:30 p.m.	Town Board Work Session Board/Manager/Attorney Monthly Meeting Sustainable Windsor Colorado Recycling Education
May 8, 2023 7:00 p.m.	Town Board Regular Meeting
May 15, 2023 5:30 p.m.	Town Board Work Session
May 22, 2023 5:30 p.m.	Town Board Work Session Meet the Board – New Employees

May 22, 2023 7:00 p.m.	Town Board Regular Meeting
May 29, 2023	Canceled – Memorial Day Holiday

Future Work Session Topics

- DDA Entertainment District
- Telecom Code (Pending FCC Rules)
- Weld RE-4 School Land Dedication/Cash in lieu of Land Update
- Smart Meter Project (Brian)
- Revenue Projections (August 7)
- Capital Improvement Plan (September 18 – Public Services Campus)
- Utility Rates and Fees (October 9th)
- Operating Budget (Saturday, October 14th)
- Follow-up Budget Questions (November 13th)