



CITY COUNCIL

WORKSHOP AND REGULAR MEETING AGENDA

October 20, 2021
7:00 PM
202 Railroad Avenue, Rifle, CO

6:30 PM - Workshop Meeting

Discussion and Review

- a. Receive Presentation from Middle Colorado Watershed Council

7:00 PM - Regular Meeting

1. **Call to Order & Roll Call**
2. **Pledge of Allegiance**
3. **Public Comment** *(maximum time permitted for Public Comment is 3 minutes per person)
4. **Consent Agenda**
 - 4.a. Consider Amending Section 2-2-10 of the Rifle Municipal Code Regarding the Compensation Paid to the Mayor and City Council Members - Ordinance No. 10, Series of 2021 - 2nd Reading
 - 4.b. Consider North Ridge Major Subdivision 2021-032 - Final Plat - Ordinance No. 11, Series of 2021 - 2nd Reading
 - 4.c. Consider Minutes of the October 6, 2021, Regular Meeting
 - 4.d. Consider Liquor License Renewal for Coloradough, LLC dba Sweet Coloradough
 - 4.e. Consider Approving Opioid Settlement
5. **Action, if any, on Workshop Items**
6. **Presentation**
 - 6.a. Rifle Downtown Project Update

7. Regular Agenda

- 7.a.** Consider Mountain Waste Contract Extension
- 7.b.** Consider Appointing Erick Perez to the Downtown Development Authority (DDA) Board
- 7.c.** Consider Fee Waiver Request & Reserving a Unit for a City of Rifle Employee for the Habitat for Humanity Project at Wapiti Commons

8. Administrative Reports

- 8.a.** Report to City Manager

9. Comments from Mayor and Council

10. Adjournment



Agenda Item #a.

Agenda Item Name:

Receive Presentation from Middle Colorado Watershed Council

Presenter:

Tommy Klein, Chief of Police

Item Description:

Presentation by the Middle Colorado Watershed Council provided by Paula Stepp

Recommended Action:

N/A

Fiscal Impact:

Operational Impact:

Prior Board Motions:

Background Information:

Executive Summary:

The Middle Colorado Watershed Council is a local 501 (c) that focuses on water quality, education and creating partnerships among stakeholders. Paula Stepp is the Executive Director of the organization and she will discuss potential projects that could benefit Rifle. Staff has talked briefly about the the island purchase and how the MCWC can assist with locating grants.

Notification Requirements:

Prepared By:

Tommy Klein, Chief of Police

Attachments:

None



Agenda Item #4.a.

Agenda Item Name:

Consider Amending Section 2-2-10 of the Rifle Municipal Code Regarding the Compensation Paid to the Mayor and City Council Members - Ordinance No. 10, Series of 2021 - 2nd Reading

Presenter:

James S. Neu, City Attorney

Item Description:

Ordinance No. 10, Series of 2021 amends Section 2-2-10 of the Rifle Municipal Code Regarding the Compensation Paid to the Mayor and City Council Members

Recommended Action:

Approve Ordinance No. 10, Series of 2021 on second reading.

Fiscal Impact:

Operational Impact:

Prior Board Motions:

Background Information:

Executive Summary:

Notification Requirements:

Prepared By:

Misty Williams, City Clerk

Attachments:

1. Ordinance No. 10-City Council Compensation

CITY OF RIFLE, COLORADO
ORDINANCE NO. 10
SERIES OF 2021

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, AMENDING
SECTION 2-2-10 OF THE RIFLE MUNICIPAL CODE REGARDING THE
COMPENSATION PAID TO THE MAYOR AND CITY COUNCIL MEMBERS
EFFECTIVE AFTER THE NOVEMBER 2, 2021 REGULAR MUNICIPAL
ELECTION.

WHEREAS, Article 3.7 of the City of Rifle Charter authorizes the City Council to establish by ordinance the amount of compensation for the Mayor and Council Members, with any increase taking effect after the next general election of Council members; and

WHEREAS, the compensation for the Mayor and City Council Members has not been increased in over a decade, while the cost of living in the City, the complexity of issues facing the City and the time and effort required for said positions have increased dramatically; and

WHEREAS, the City Council desires to amend the compensation for the Mayor and the City Council Members as set forth herein.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF RIFLE, COLORADO, ORDAINS THAT:

Section 1. The foregoing recitals are incorporated herein as if set forth in full.

Section 2. Section 2-2-10 of the Rifle Municipal Code is hereby amended to read as follows:

2-2-10. Compensation.

(a) Effective after and upon the seating of the City Council elected at the November 2, 2021 regular municipal election, the monthly compensation for the Mayor shall be \$950.00.

(b) Effective after and upon the seating of the City Council elected at the November 2, 2021 regular municipal election, the monthly compensation for each newly elected or appointed Council Member shall be \$600.00.

INTRODUCED on October 6, 2021, read by title, passed on first reading, and ordered published by title as required by the Charter.

INTRODUCED a second time at a regular meeting of the Council of the City of Rifle, Colorado, held on October 20, 2021, passed without amendment, approved, and ordered published in full as required by the Charter.

Dated this ____ day of _____, 2021.

CITY OF RIFLE, COLORADO

BY

Mayor

ATTEST:

City Clerk



Agenda Item #4.b.

Agenda Item Name:

Consider North Ridge Major Subdivision 2021-032 - Final Plat - Ordinance No. 11, Series of 2021 - 2nd Reading

Presenter:

Patrick Waller, Planning Director

Item Description:

The applicant is requesting Final Plat approval of the North Ridge Subdivision. The subdivision will create 11 lots. The Sketch and Preliminary Plan was approved by the Rifle Planning Commission on August 31st, 2021.

Recommended Action:

Staff recommends that Council approve Ordinance No. 11, Series of 2021 - 2nd Reading

Fiscal Impact:

None

Operational Impact:

The infrastructure and utilities are already in place.

Prior Board Motions:

The North Ridge Final Plat was previously approved by Council in 2018, but the Final Plat was never recorded and the approval expired.

Background Information:

The streets, water and sewer for the project were completed in the early 2000's, but the Final Plat was never recorded and all approvals have expired.

Executive Summary:

The infrastructure is in place for the subdivision and the benefits of single-family housing in this location have not changed. Some testing and minor upgrades of infrastructure need to be completed due to its non-use. Staff will work with the applicant to complete these items before recording of the final plat.

Notification Requirements:

Notification as required for City Council public meeting

Prepared By:

Misty Williams, City Clerk

Attachments:

1. North Ridge Major Sub - 2021-32 - Staff Report-City Council 10.6.21
2. North Ridge Final Plat
3. Ordinance No. 11-North Ridge Subdivision

DEPARTMENT OF PLANNING & DEVELOPMENT

202 Railroad Avenue, Rifle, CO 81650

Phone: 970-665-6490



MEMORANDUM

TO: Rifle City Council
FROM: Patrick Waller, Planning Director
DATE: October 6, 2021
SUBJECT: North Ridge Subdivision Final Plat
CASE: Major Subdivision 2021-31
APPLICANT: 1175 Development LLC
REPRESENTATIVE: Ed Walters

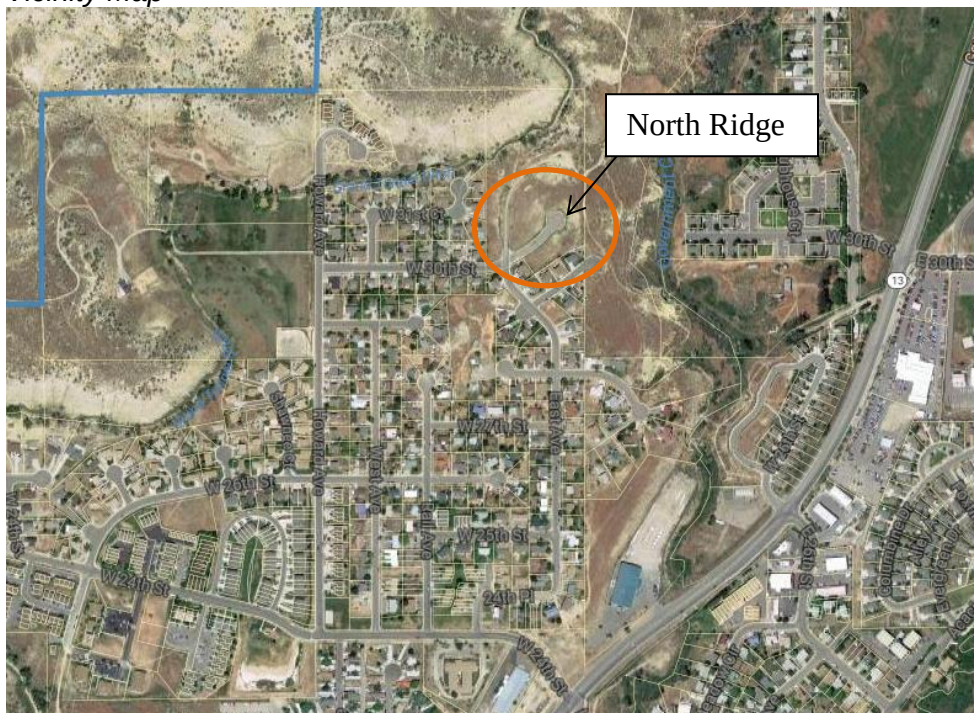
REQUEST

The applicant is requesting Final Plan approval of the North Ridge Subdivision, formerly Shetland Acres Subdivision. The subdivision will create 11 lots for single-family homes. The zoning is Low-Density Residential (LDR).

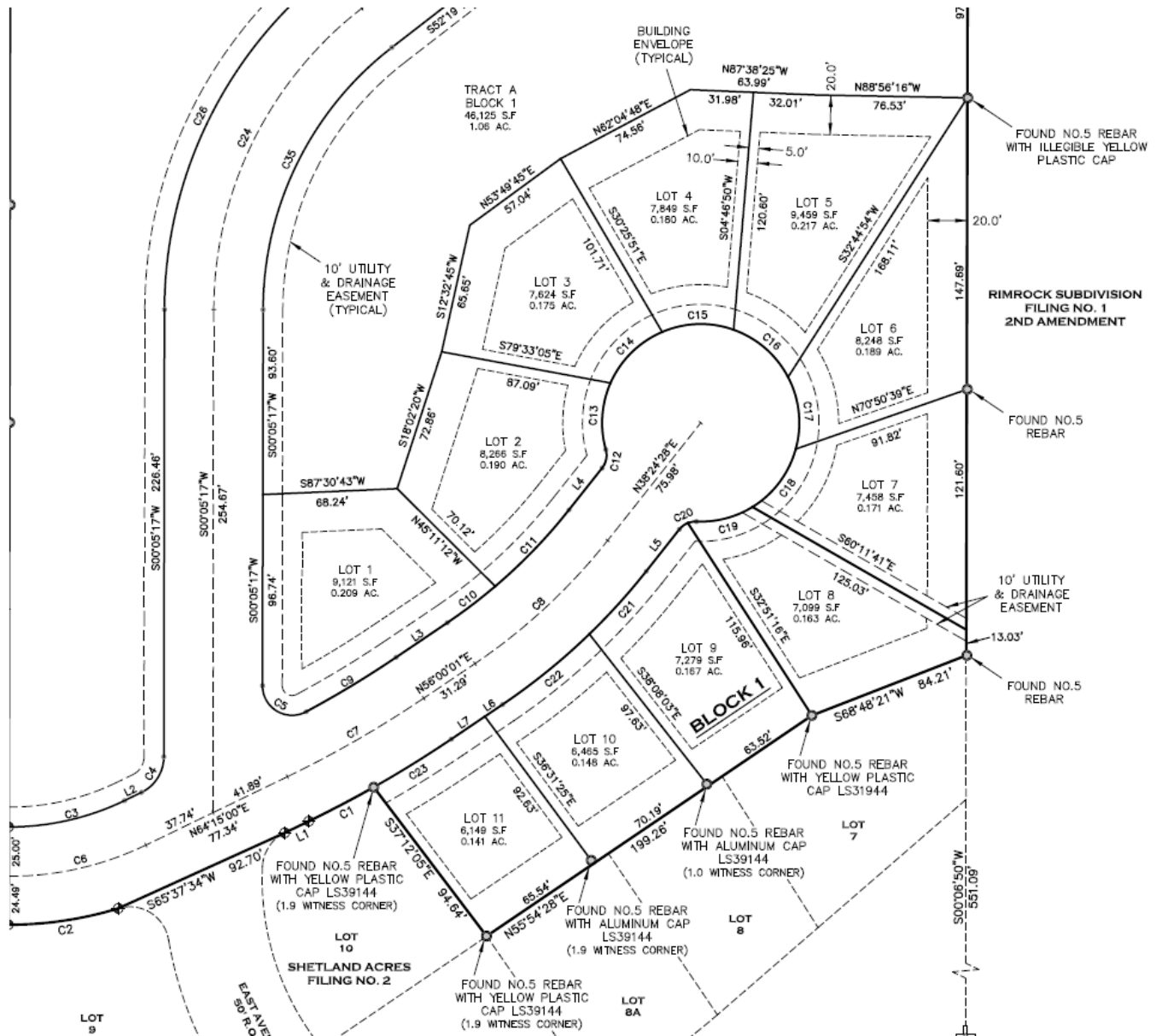
The streets, water, and sewer infrastructure for the project were completed in the early 2000s. Due to economic conditions the plat was never recorded and thus the lots were never created. The application was approved again in 2018, however the Plat was never recorded and City of Rifle approval has expired. Since the most recent approval has expired the applicant is requesting approval of the project again.

The application was approved by Planning Commission at their August 31st meeting.

Vicinity Map



FINAL PLAT EXCERPT



City of Rifle Utilities, indicated the applicant needed to provide testing information and minor repairs. The City GIS Department indicated that as-builts were needed for the lots and utilities. Otherwise no issues were identified from any other department as infrastructure has already been installed.

STAFF RECOMMENDATION

The infrastructure is already in place and the benefits of single-family housing in this location have not changed. This use matches the land use of the surrounding neighborhood. Some testing and minor upgrades of infrastructure need to be completed due to its non-use. Staff will work with the applicant to complete these items before recording of the final plat.

Staff recommends Council approve the Final Plat application for the North Ridge Subdivision 2021-32 with the following conditions:

1. The applicant shall make any minor modifications to the plat required by Staff. This includes, but is not limited to:
 - a. Include Mineral Ownership information on the Plat
 - b. Addition of signature blocks for utility companies serving the property.
2. The applicant shall complete all infrastructure testing, maintenance, and additional work to the satisfaction of the City of Rifle Utilities Department before the Final Plat is recorded.
3. The applicant shall provide as-built information to City of Rifle before the Final Plat is recorded.
4. Prior to recording the Final Plat, The applicant shall provide documentation from the County Treasurer that all taxes for the property have been paid.

FINDINGS

Pursuant to Section 16-5-360, City Council shall consider the following criteria before approving a Final Plat application (***staff comments shown in bold italics***):

1. Conformance of the proposal with the City of Rifle Municipal Code;

The proposal conforms to the Rifle Municipal Code. The property is zoned LDR and all proposed lots meet the minimum 6,000 square feet lot area requirement.

2. The compatibility of the proposal with the character of the surrounding area, including but not limited to the architectural character of the neighborhood, the average lot and building sizes in the neighborhood, and the relative value of the proposed structure to the value of other structures in the neighborhood;

The proposal is compatible with the neighborhood, which is composed of a mix of single family homes and multi-family homes.

3. The desirability for the proposed use in the specific area of the City;

New residences are a desirable use in the north Rifle area, as is building out the subdivision that already has infrastructure installed.

4. The potential for adverse environmental effects that might result from the proposed use;

None.

5. Compatibility of the proposed use and the site (or subdivision) plan with the City of Rifle Comprehensive Plan;

The area in question is designated by the Comprehensive Plan for residential uses. The proposal meets suggested density requirements per the Comprehensive Plan

6. The potential impact of the proposed use upon the value of property and buildings within the surrounding area; and

The proposed use is expected to increase the value of the properties and buildings within the surrounding area because the lots will be built-out rather than vacant.

7. Conformance of the proposal with the approval requirements concerning water and sewer tap availability for high volume use requests pursuant to 13-4-120 of the Code, if applicable.

N/A.

FINAL PLAT
NORTH RIDGE

A SUBDIVISION OF A PARCEL OF LAND SITUATED IN THE SE 1/4 OF OF THE NW 1/4
OF SECTION 4, TOWNSHIP 6 SOUTH, RANGE 93 WEST OF THE 6TH P.M.
CITY OF RIFLE, COUNTY OF GARFIELD, STATE OF COLORADO

CERTIFICATE OF DEDICATION AND OWNERSHIP

KNOW ALL MEN BY THESE PRESENTS THAT 1175 DEVELOPMENT LLC., BEING THE SOLE OWNER OF THE FOLLOWING DESCRIBED SUBJECT PROPERTY,

A PARCEL OF LAND SITUATED IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 6 SOUTH, RANGE 93 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF RIFLE, COUNTY OF GARFIELD, STATE OF COLORADO, TO WIT:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SAID SECTION 4, BEING THE MOST NORTHWESTERLY CORNER OF THE RIMROCK SUBDIVISION, SECOND AMENDMENT TO THE FIRST FILING THEREOF; THENCE, S 00°06'50" W ALONG THE EAST LINE OF THE SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SAID SECTION 4 AND THE EAST LINE OF THE SAID RIMROCK SUBDIVISION, A DISTANCE OF 765.22 FEET TO A POINT FROM WHENCE THE CENTER ONE QUARTER OF THE SAID SECTION BEARS S 00°06'50" W, 551.09 FEET DISTANT, THE SAID POINT BEING THE NORTHEAST CORNER OF LOT 7, BLOCK 3 OF SHETLAND ACRES FILING NUMBER 2; THENCE, DEPARTING FROM THE AFORESAID COURSE, S 68°47'37" W, ALONG THE NORTHERLY BOUNDARY LINE OF THE SAID BLOCK 3, A DISTANCE OF 83.81 FEET; THENCE, DEPARTING FROM THE AFORESAID COURSE, S 55°55'22" W, CONTINUING ALONG THE NORTHERLY BOUNDARY LINE OF THE SAID BLOCK 3, A DISTANCE OF 199.41 FEET TO THE MOST EASTERLY CORNER OF LOT 10 OF THE SAID BLOCK 3; THENCE, DEPARTING FROM THE AFORESAID COURSE, N 37°09'46" W, ALONG THE NORTHEASTERLY BOUNDARY LINE OF THE SAID LOT 10, A DISTANCE OF 94.63 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF 30TH STREET AND THE MOST NORTHERLY CORNER OF THE SAID LOT 10, THENCE, DEPARTING FROM THE AFORESAID COURSE, 37.25 FEET ALONG THE SOUTHEASTERLY RIGHT OF WAY LINE OF 30TH STREET, A NON TANGENTIAL CURVE TO THE RIGHT WHOSE RADIUS IS 579.50 FEET (LONG CHORD BEARS S 62°24'46" W, 37.24 FEET) TO A POINT OF TANGENCY; THENCE, DEPARTING FROM THE AFORESAID COURSE, S 64°15'01" W, CONTINUING ALONG THE SOUTHEASTERLY RIGHT OF WAY LINE OF 30TH STREET AND THE NORTHERLY BOUNDARY LINE OF THE SAID LOT 10, A DISTANCE OF 13.55 FEET; THENCE, DEPARTING FROM THE AFORESAID COURSE, S 65°37'34" W, CONTINUING ALONG THE SOUTHEASTERLY RIGHT OF WAY LINE OF 30TH STREET, A DISTANCE OF 92.70 FEET TO A POINT OF CURVATURE ON THE NORTHERLY BOUNDARY LINE OF LOT 9 SHETLAND ACRES FILING NUMBER TWO; THENCE, DEPARTING FROM THE AFORESAID COURSE, 56.58 FEET ALONG THE NORTHERLY BOUNDARY LINE OF THE SAID LOT 9 AND THE SOUTHERLY RIGHT OF WAY LINE OF LINE OF 30TH STREET, A NON TANGENTIAL CURVE TO THE RIGHT WHOSE RADIUS IS 189.27 FEET (LONG CHORD BEARS S 81°35'31" W, 56.37 FEET) TO A POINT ON THE EASTERLY BOUNDARY LINE OF PALOMINO PARK SUBDIVISION FILING NUMBER 4; THENCE, DEPARTING FROM THE AFORESAID COURSE, N 00°06'17" E, ALONG THE EASTERLY BOUNDARY LINE OF THE SAID PALOMINO PARK, A DISTANCE OF 49.49 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF 30TH STREET; THENCE, DEPARTING FROM THE AFORESAID COURSE, N 00°06'17" E, CONTINUING ALONG THE EASTERLY BOUNDARY LINE OF THE SAID PALOMINO PARK, A DISTANCE OF 850.58 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4 FROM WHENCE THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SAID SECTION 4 BEARS S 89°48'39" W, 834.80 FEET DISTANT; THENCE, DEPARTING FROM THE AFORESAID COURSE, N 89°49'56" E, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SAID SECTION 4, A DISTANCE OF 485.77 FEET TO THE POINT OF BEGINNING. THE SAID PARCEL OF LAND IS COMPRISED OF 412,853 SQUARE FEET (9.48 ACRES) MORE OR LESS.

HAVE BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDES THE SAME INTO LOTS AS SHOWN HEREON AND DESIGNATE THE SAME AS NORTH RIDGE SUBDIVISION, IN THE CITY OF RIFLE, COUNTY OF GARFIELD, STATE OF COLORADO, AND DO HEREBY DEDICATE FOR PUBLIC USE THE STREETS SHOWN HEREON, INCLUDING AVENUES, DRIVES, COURTS, PLACES AND ALLEYS, THE PUBLIC LANDS SHOWN HEREON FOR THEIR INDICATED PUBLIC USE, AND THE UTILITY AND DRAINAGE EASEMENTS SHOWN HEREON FOR UTILITY AND DRAINAGE PURPOSES ONLY, AND HEREBY GRANTS FIVE (5) FOOT WIDE UTILITY EASEMENTS ALONG EACH SIDE AND REAR LOT LINE, AND SO FURTHER STATE THIS SUBDIVISION IN THE OFFICE OF THE CLERK AND RECORDER OF GARFIELD COUNTY, AS DOCUMENT NO _____

EXECUTED THIS _____ DAY OF _____ AD, 2021

OWNER: 1175 DEVELOPMENT LLC

BY: _____
[NAME]

STATE OF _____)
COUNTY OF _____)ss

THE FOREGOING CERTIFICATION OF DEDICATION AND OWNERSHIP WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ 2021, BY EDWARD S WALTERS & LUKE D STEPHENS AS PARTNERS OF 1175 DEVELOPMENT LLC

MY COMMISSION EXPIRES: _____

WITNESS MY HAND AND OFFICIAL SEAL

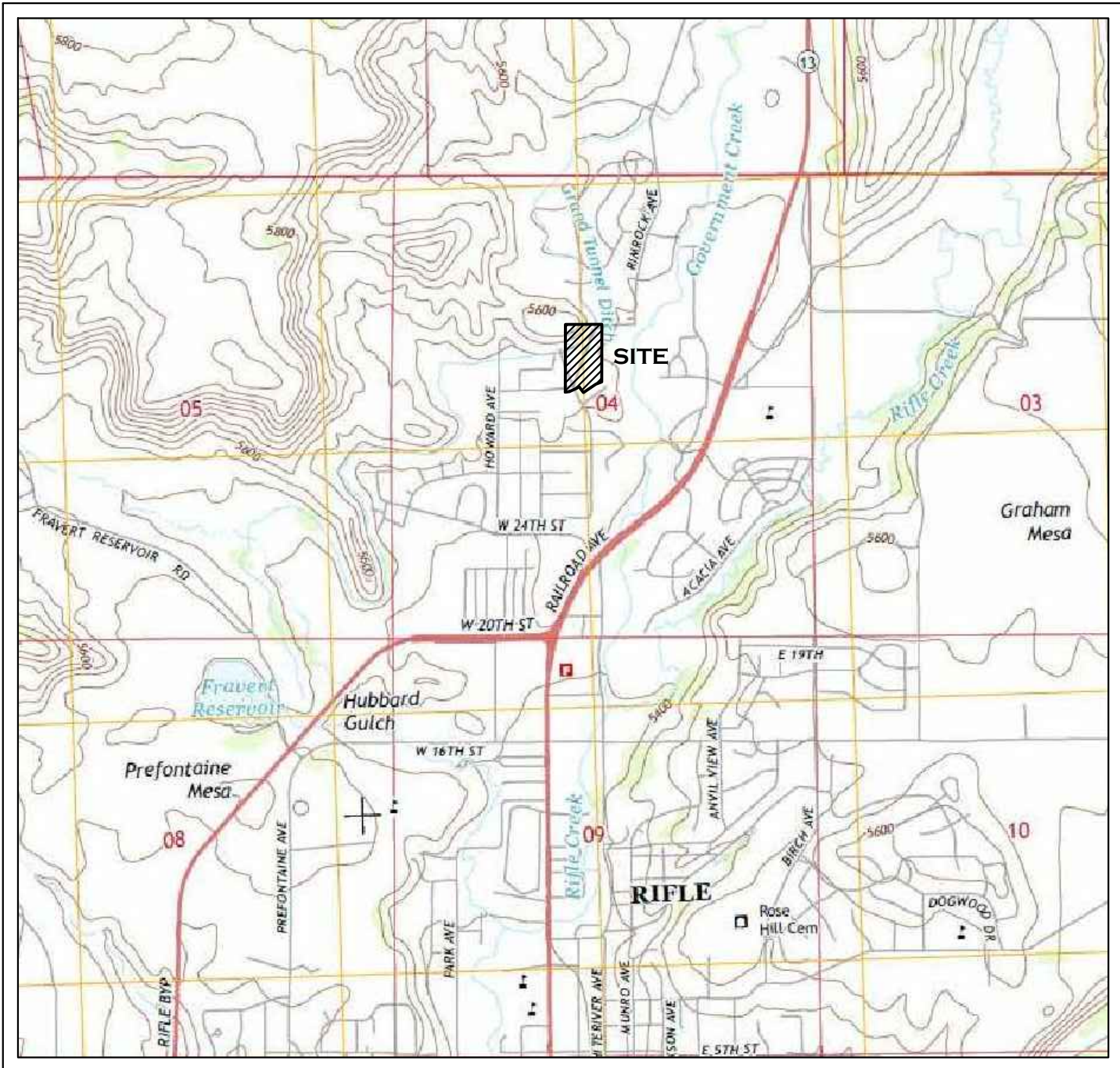
NOTARY PUBLIC

TITLE CERTIFICATE

COMMONWEALTH TITLE COMPANY DOES HEREBY CERTIFY THAT THEY HAVE EXAMINED THE TITLE TO ALL LANDS DEDICATED AND SHOWN ON THIS PLAT, AND TITLE TO SUCH LANDS IS VESTED IN 1175 DEVELOPMENT LLC FREE AND CLEAR OF ANY LIENS, TAXES AND ENCUMBRANCES EXCEPT AS FOLLOWS:

ALL EXCEPTIONS SET FORTH ON SCHEDULE B – SECTION 2 OF TITLE COMMITMENT FILE NO 2106005

DATED THIS _____ DAY OF _____ AD, 2021



VICINITY MAP
1" = 2000'

CITY OF RIFLE -
CITY COUNCIL CERTIFICATE OF APPROVAL AND ACCEPTANCE

THIS PLAT APPROVED BY THE CITY COUNCIL OF THE CITY OF RIFLE, GARFIELD COUNTY, COLORADO, THIS _____ DAY OF _____ A.D. 2021, FOR FILING WITH THE CLERK AND RECORDER OF GARFIELD COUNTY AND FOR THE CONVEYANCE TO THE CITY OF THE PUBLIC DEDICATIONS SHOWN HEREON SUBJECT TO THE PROVISIONS THAT APPROVAL IN NO WAY OBLIGATES THE CITY OF RIFLE FOR FINANCING OR CONSTRUCTION OF IMPROVEMENTS ON LAND, STREETS OR EASEMENTS DEDICATED TO THE PUBLIC EXCEPT AS SPECIFICALLY AGREED TO BY THE CITY COUNCIL.

ATTEST: _____
MAYOR

WITNESS MY HAND AND SEAL OF THE CITY OF RIFLE

WITNESS

CITY OF RIFLE -
PLANNING DIRECTOR CERTIFICATE OF APPROVAL

THIS PLAT APPROVED BY THE RIFLE CITY PLANNING DIRECTOR PURSUANT TO RIFLE MUNICIPAL CODE SECTION 16-5-130-(3) THIS _____ DAY OF _____ A.D. 2021.

BY: _____
PLANNING DIRECTOR

LIENHOLDER CONSENT

LIENHOLDER CONSENTS TO THE DEDICATIONS SET FORTH HEREON AND AGREES TO SUBORDINATE ITS SECURITY INTERESTS (DEED OF TRUST RECORDED 9/28/2015, RECEPTION No 868510) IN SAID PROPERTY TO THE DEDICATIONS SET FORTH HEREIN, AND THE FILING OF THE PLAT.

LIENHOLDER: ALPINE BANK, A COLORADO BANKING CORPORATION

BY: _____ DATE: _____ AD, 2021.

ATTN: JOHN STELZRIEDE, SR VP
2200 GRAND AVE
GLENWOOD SPRINGS, CO 81601

STATE OF COLORADO)
COUNTY OF GARFIELD)ss

THE FOREGOING CERTIFICATION OF DEDICATION AND OWNERSHIP WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ AD, 2021, BY JOHN STELZRIEDE, AUTHORIZED AGENT FOR ALPINE BANK, A COLORADO BANKING CORPORATION

MY COMMISSION EXPIRES: _____

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC

SURVEYOR'S CERTIFICATE

I, BILL W.A. BAKER, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR LICENSED UNDER THE LAWS OF THE STATE OF COLORADO, THAT THIS PLAT IS A TRUE, CORRECT AND COMPLETE PLAT OF NORTH RIDGE, AS LAID OUT, PLATTED, DEDICATED AND SHOWN HEREON, THAT SUCH PLAT WAS MADE FROM AN ACCURATE SURVEY OF SAID PROPERTY BY ME AND UNDER MY SUPERVISION AND CORRECTLY SHOWS THE LOCATION AND DIMENSIONS OF THE LOTS, EASEMENTS AND STREETS OF NORTH RIDGE, AS THE SAME ARE STAKED UPON THE GROUND IN COMPLIANCE WITH APPLICABLE REGULATIONS GOVERNING THE SUBDIVISION OF LAND.

IN WITNESS WHEREOF I HAVE SET MY HAND AND SEAL
THIS _____ DAY OF _____ 2021.

BILL W.A. BAKER, L.S. NO. 23875
1517 BLAKE AVENUE, SUITE 101
GLENWOOD SPRINGS, CO 81601



CLERK AND RECORDER'S CERTIFICATE

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE CLERK AND RECORDER OF GARFIELD COUNTY AT _____ O'CLOCK _____ ON THIS _____ DAY OF _____ A.D. 2021, AND IS DULY RECORDED AS RECEPTION NO. _____

CLERK AND RECORDER

BY: _____
DEPUTY

1175 DEVELOPMENT LLC
RIFLE, CO.
FINAL PLAT
NORTH RIDGE
RIFLE, COLORADO

PROJECT NO.
2181003

1 OF 2

1175 DEVELOPMENT LLC
RIFLE, CO.
FINAL PLAT
NORTH RIDGE
RIFLE, COLORADO

1517 BLAKE AVENUE, STE 101
GLENWOOD SPRINGS, CO 81601
PHONE (970) 945-8676 FAX (970) 945-2555
WWW.HCENG.COM

HIGH COUNTRY
ENGINEERING, INC.
1517 BLAKE AVENUE, STE 101
GLENWOOD SPRINGS, CO 81601
PHONE (970) 945-8676 FAX (970) 945-2555
WWW.HCENG.COM

CALL UTILITY NOTIFICATION
CENTER OF COLORADO
1-800-922-1987
OR 934-06700 IN METRO DENVER
CALL 2 BUSINESS DAYS IN ADVANCE
BEFORE YOU DIG. GRADUATE OF
ENGINEERING FOUND MEMBER UTILITIES

NO.	DATE	REVISION	BY
1	6/17/21	UPDATED FOR SUBMITTAL	JW

FINAL PLAT

NORTH RIDGE

A SUBDIVISION OF A PARCEL OF LAND SITUATED IN THE SE 1/4 OF OF THE NW 1/4
OF SECTION 4, TOWNSHIP 6 SOUTH, RANGE 93 WEST OF THE 6TH P.M.
CITY OF RIFLE, COUNTY OF GARFIELD, STATE OF COLORADO

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 64°15'01" E	13.55'
L2	N 64°15'00" E	9.56'
L3	N 56°00'01" E	31.29'
L4	N 38°24'28" E	26.99'
L5	S 35°23'53" W	26.99'
L6	N 56°00'01" E	10.78'
L7	N 56°00'01" E	20.53'
L8	S 81°13'19" E	30.59'
L9	S 81°13'19" E	38.21'

CURVE TABLE					
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	37.19'	579.50'	3°40'36"	N 62°24'43" E	37.18'
C2	56.58'	189.27'	17°07'43"	N 81°35'31" E	56.37'
C3	60.58'	134.34'	25°50'19"	N 77°10'09" E	60.07'
C4	22.37'	20.00'	64°05'48"	S 32°08'11" W	21.23'
C5	30.97'	15.00'	118°18'21"	S 59°03'53" E	25.76'
C6	72.17'	159.34'	25°57'06"	S 77°13'39" W	71.56'
C7	79.85'	554.50'	8°15'02"	N 60°07'29" E	79.78'
C8	92.11'	300.00'	17°35'31"	S 47°12'14" W	91.75'
C9	53.44'	529.50'	5°46'58"	N 58°53'27" E	53.42'
C10	30.49'	275.00'	6°21'12"	N 52°49'23" E	30.48'
C11	53.94'	275.00'	11°14'19"	S 44°01'38" W	53.85'
C12	9.91'	10.50'	54°04'26"	N 11°22'19" E	9.55'
C13	34.43'	50.00'	39°27'05"	N 04°03'44" E	33.75'
C14	37.67'	50.00'	43°10'03"	S 45°22'18" W	36.79'
C15	37.15'	50.00'	42°34'09"	S 81°14'24" W	36.30'
C16	37.40'	50.00'	42°51'31"	N 49°02'46" W	36.54'
C17	37.51'	50.00'	42°59'04"	N 06°07'28" W	36.64'
C18	37.53'	50.00'	43°00'28"	N 36°52'18" E	36.66'
C19	29.77'	50.00'	34°06'50"	S 75°25'56" W	29.33'
C20	9.90'	10.50'	54°02'15"	S 65°26'36" W	9.54'
C21	43.03'	325.00'	7°35'11"	S 42°12'04" W	43.00'
C22	56.75'	325.00'	10°00'20"	N 50°59'50" E	56.68'
C23	46.28'	579.50'	4°34'33"	S 58°17'09" W	46.27'
C24	175.95'	193.00'	52°14'03"	S 26°12'16" W	169.92'
C25	141.69'	174.75'	46°27'22"	S 75°32'59" W	137.84'
C26	198.74'	218.00'	52°14'03"	N 26°12'16" E	191.93'
C27	123.49'	199.75'	35°25'16"	N 70°01'56" E	121.53'
C28	12.53'	16.00'	44°52'51"	S 65°18'54" W	12.22'
C29	93.80'	50.00'	57°28'14"	N 83°22'00" W	80.64'
C30	14.41'	16.00'	51°36'37"	N 55°25'17" W	13.93'
C31	14.40'	16.00'	51°35'02"	S 72°55'53" W	13.92'
C32	85.48'	50.00'	97°57'20"	S 83°49'33" E	75.45'
C33	17.18'	16.00'	61°31'19"	N 65°28'59" W	16.37'
C34	82.39'	149.75'	31°31'21"	N 68°04'59" E	81.35'
C35	153.16'	168.00'	52°14'03"	N 26°12'16" E	147.91'

LEGEND

- FOUND 1/4 OR 1/16 SECTION CORNER AS DESCRIBED
FOUND PROPERTY CORNER AS DESCRIBED
SET NO.5 REBAR WITH YELLOW PLASTIC CAP LS23875
NON DEVELOPABLE AREA

NOTES

- DATE OF FIELD SURVEY: FEBRUARY 23 TO MARCH 7, 2018.
- BASIS OF BEARINGS FOR THIS SURVEY IS A BEARING OF S89°49'07"W BETWEEN THE C-N 1/16 CORNER OF SECTION 4 BEING A FOUND 2" ALUMINUM CAP LS31944, AND THE NORTHWEST 1/16 CORNER OF SECTION 4 BEING A FOUND ALUMINUM CAP LS4978 AS SHOWN HEREON.
- THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY THIS SURVEYOR OF THE PROPERTY SHOWN AND DESCRIBED HEREON TO DETERMINE:
A) OWNERSHIP OF THE TRACT OF LAND
B) COMPATIBILITY OF THIS DESCRIPTION WITH THOSE OF ADJOINERS
C) RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES OF RECORD AFFECTING THIS PARCEL
FOR ALL INFORMATION REGARDING EASEMENT, RIGHTS-OF-WAY AND/OR TITLE OF RECORD, HIGH COUNTRY ENGINEERING, INC. RELIED UPON TITLE COMMITMENT FILE NO. 2106005 ISSUED BY COMMONWEALTH TITLE COMPANY OF GARFIELD COUNTY INC, EFFECTIVE DATE: JUNE 8, 2021.
- ELEVATIONS SHOWN HEREON ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) REFERENCED FROM NATIONAL GEODETIC SURVEY (NGS) BENCHMARK STATION KL0559 HAVING AN ELEVATION OF 5546.19.
- CONTOUR INTERVAL EQUALS 1 FOOT.
- UNDERGROUND UTILITIES HAVE BEEN MARKED OUT BY OTHERS, ONLY PAINT MARKS AND UTILITY FLAGS HAVE BEEN LOCATED BY HIGH COUNTRY ENGINEERING, INC. THE ACTUAL LOCATION OF UNDERGROUND UTILITIES MUST BE FIELD VERIFIED PRIOR TO CONSTRUCTION.
- THE WORD "CERTIFY" AS SHOWN AND USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THE SURVEY, AS BASED UPON THE EVIDENCE PRESENTED HEREON, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED.
- ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO SECTION 18-4-508 OF THE COLORADO REVISED STATUTES.
- NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED ON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED ON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.
- NOTICE: THIS PLAT AND THE INFORMATION SHOWN HEREON MAY NOT BE USED FOR ANY ADDITIONAL OR EXTENDED PURPOSE BEYOND THAT FOR WHICH IT WAS INTENDED AND MAY NOT BE USED BY ANY PARTIES OTHER THAN THOSE TO WHICH IT IS CERTIFIED. THIS DOCUMENT AND THE WORK IT REPRESENTS IS THE PROPERTY OF HIGH COUNTRY ENGINEERING, INC. NO PART OF THIS DOCUMENT MAY BE STORED, REPRODUCED, DISTRIBUTED OR USED TO PREPARE DERIVATIVE PRODUCTS WITHOUT PRIOR WRITTEN PERMISSION. AN ORIGINAL SEAL AND ORIGINAL SIGNATURE IS REQUIRED TO VALIDATE THIS DOCUMENT AND IS EXCLUSIVE TO HIGH COUNTRY ENGINEERING, INC. AND THE OWNER(S) OF RECORD AS OF THIS DATE, OF THE PROPERTY DELINEATED HEREON AND THE SUBJECT OF THE SURVEY.



HIGH COUNTRY ENGINEERING, INC.

1517 BLAKE AVENUE, STE 101,
GLENWOOD SPRINGS, CO 81601
PHONE (970) 945-8676 - FAX (970) 945-2555
WWW.HCENG.COM



1175 DEVELOPMENT LLC
RIFLE, CO.

FINAL PLAT
NORTH RIDGE
RIFLE, COLORADO

PROJECT NO.
2181003.00

**CITY OF RIFLE, COLORADO
ORDINANCE NO. 11
SERIES OF 2021**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, APPROVING A
FINAL SUBDIVISION PLAN AND FINAL SUBDIVISION PLAT FOR NORTH
RIDGE SUBDIVISION.

WHEREAS, in June 2021, there was filed with the Rifle Planning Department an application for combined Sketch/Preliminary Plan approval for subdivision of property owned by 1175 Development, LLC, (hereinafter “Developer”), which property was formally known as Shetland Acres Subdivision, Filing No. III and is now known as North Ridge Subdivision (hereinafter the “Property”); and

WHEREAS, on August 31, 2021, after a duly-noticed public hearing, the City of Rifle Planning Commission approved a combined Sketch/Preliminary Plan for the Property; and

WHEREAS, on October 6, 2021 and October 20, 2021, the Rifle City Council reviewed the Final Subdivision Plan and the Final Subdivision Plat application for the Property and found these documents to be consistent with the approved Sketch/Preliminary Plan, and that all conditions of Sketch/Preliminary Plan approval have been met; and

WHEREAS, the City Council desires to approve the Final Subdivision Plan and Final Subdivision Plat for the Property, which Final Plan and Final Subdivision Plat are available for inspection at the City Clerk’s Office during business hours.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF RIFLE, COLORADO, ORDAINS THAT:

1. The City Council incorporates the foregoing recitals as findings by the City Council.
2. That certain Final Subdivision Plan and Final Subdivision Plat for North Ridge Subdivision, proposing development of 11 single family homes, is hereby approved subject to the conditions contained in the Rifle Planning Department staff report provided to the City Council. The Mayor’s execution and the City’s recording of this Ordinance along with the Final Plat with the Garfield County Clerk and Recorder shall be deemed satisfaction of the conditions in the staff report.
3. The Mayor of the City is hereby authorized to indicate the City Council’s approval of the Final Subdivision Plan and Final Subdivision Plat for the Property by signing the Final Plat. A true and correct copy of the Final Plat for the Property shall be deposited with the City Clerk and shall be available for public inspection at the Clerk’s office after being fully executed by the parties.
4. Developer shall comply with all of Developer’s representations made in any

applications and in statements during the Public Hearings before the Planning Commission and City Council which shall be conditions of approval with which the Developer shall comply. The Developer shall also comply in full with the Rifle Municipal Code and the Public Works Manual requirements.

5. The City Clerk is hereby directed to file one (1) copy of the Final Plat of North Ridge Subdivision and the original of this Ordinance in the Office of the City Clerk.

6. The City Clerk is hereby further directed to record this Ordinance, the Final Plat of North Ridge Subdivision and any other associated documents in the Office of the Clerk and Recorder of Garfield County, and to file one (1) certified copy of the Final Plat and this Ordinance with the Garfield County Assessor.

7. The City Council's approval of this Final Subdivision Plan and the Final Subdivision Plat for the Property creates a vested property right pursuant to the Rifle Municipal Code and Article 68 of Title 24, C.R.S., as amended, for a period of three (3) years from the effective date of this Ordinance. As a condition of the granting of such vested right, the Developer shall, at its expense, publish the vested rights notice required by C.R.S. §24-68-103(c) and the Rifle Municipal Code §16-11-10, *et. seq.*, and Developer shall comply with all other procedural requirements set forth therein.

INTRODUCED on October 6, 2021, read by title, passed on first reading, and ordered published as required by the Charter.

INTRODUCED a second time at a regular meeting of the Council of the City of Rifle, Colorado, held on October 20, 2021, passed without amendment, approved, and ordered published in full as required by the Charter.

Dated this _____ of _____, 2021.

CITY OF RIFLE, COLORADO

BY: _____
Mayor

ATTEST:

City Clerk



Agenda Item #4.c.

Agenda Item Name:

Consider Minutes of the October 6, 2021, Regular Meeting

Presenter:

Misty Williams, City Clerk

Item Description:

Minutes of the October 6, 2021, Regular Meeting

Recommended Action:

Approve the minutes of the October 6, 2021, City Council Regular Meeting

Fiscal Impact:

None

Operational Impact:

None

Prior Board Motions:

None

Background Information:

None

Executive Summary:

Minutes of the October 6, 2021, Regular Meeting

Notification Requirements:

None

Prepared By:

Misty Williams, City Clerk

Attachments:

1. 10.06.2021 DRAFT Minutes



RIFLE CITY COUNCIL

REGULAR MEETING

October 6, 2021

7:00 p.m.

202 Railroad Avenue, Rifle, CO

CALL TO ORDER & ROLL CALL

A regular meeting of the Rifle City Council was called to order at 7:00 p.m. by Mayor Barb Clifton.

Present at Roll Call:

Mayor Barb Clifton, Councilor Ed Green, Councilor Clint Hostetler, Councilor Theresa Hamilton and Councilor Sean Strode, Councilor Brian Condie.

Councilor Theresa Hamilton motioned to excuse Councilor Joe Carpenter seconded by Councilor Clint Hostetler.

Roll Call: Yes - Barb Clifton, Ed Green, Clint Hostetler, Theresa Hamilton, Sean Strode and Brian Condie. No - None

Others Present:

City Manager Tommy Klein, City Attorney Jim Neu, City Clerk Misty Williams, Rifle Community Television (RCTV) Salvador Tovar-Guzman, Civil Engineer Craig Spaulding, Planning Director Patrick Waller, Parks & Recreation Director Tom Whitmore, Recreation Program Manager Austin Rickstrew, Public Works Director Brian Prunty, Paul Martinez, Luke Stevens, Ed Walters, JulieAnn VanHoek and Chris Bornholdt.

PUBLIC COMMENT

Comments were heard from Executive Director of the Western County Chamber of Commerce JulieAnn VanHoek regarding the continued closure of Railroad Avenue, and its ramifications to the upcoming Third Street Block Party celebration. Council directed that further discussion be had at the conclusion of the meeting, after the Rifle Downtown Project update was heard.

CONSENT AGENDA – CONSIDER APPROVING THE FOLLOWING ITEMS:

- A. Approve Correction of Typographical Errors Regarding Resolution No. 9, Series of 2021 and Resolution No. 10, Series of 2021
- B. Consider Regulation of Stopping, Standing or Parking in Fire Lanes – Ordinance No. 9, Series of 2021 – 2nd Reading
- C. Consider Minutes of the September 15, 2021 Regular Meeting
- D. Consider Liquor License Renewal for Rolling Fork Grill, LLC dba Brickhouse Pizzeria
- E. Consider Modification of Premises for Jalisco Grill, LLC dba Jalisco Grill

Councilor Theresa Hamilton moved to approve Consent Agenda Items A, B, C, D, E; seconded by Councilor Sean Strode.

Roll Call: Yes - Barb Clifton, Ed Green, Clint Hostetler, Theresa Hamilton, Sean Strode and Brian Condie. No - None

ACTION ON WORKSHOP ITEMS

Sustainable Strategies, DC Presentation

Mayor Barb Clifton gave a brief summary of the workshop presentation by Sustainable Strategies, DC. An agreement to provide assistance with applying for funding grants on behalf of the City of Rifle, in the amount of \$66,000.00 was proposed by Sustainable Strategies, DC.

Councilor Sean Strode moved to approve the agreement with Sustainable Strategies, DC. in the amount of \$66,000.00 and have it be added to next year's budget; seconded by Councilor Theresa Hamilton.

Roll Call: Yes - Barb Clifton, Ed Green, Clint Hostetler, Theresa Hamilton, Sean Strode and Brian Condie. No - None

PRESENTATION

Rifle Metro Pool 2021 Season Update

Parks & Recreation Director Tom Whitmore and Recreation Program Manager Austin Rickstrew provided an update on the 2021 close out season for the Rifle Metro Pool. Recreation Program Manager Rickstrew explained the scheduling challenges they faced with staff shortage due to Covid-19 and provided recap on expense and revenue projected/actual report throughout the season.

Rifle Downtown Project Update

Civil Engineer Craig Spaulding and KSK Employee Paul Martinez gave an update on the Rifle Downtown Project. KSK representative Paul Martinez was available via phone to answer questions regarding the status of the project, as well as potential construction completion dates. A meeting between KSK, City of Rifle staff and a representative from City Council was requested by Mayor Barb Clifton to further discuss construction delays and deadlines.

REGULAR AGENDA

Consider Purchase Order Request for 21st Street and Highway 13 Access Improvements

Planning Director Patrick Waller presented a culmination of the 21st Street and Highway 13 improvements approved in 2020. Planning Director Waller provided brief explanation on the site plan improvement agreement indicating property owner responsibility for 30% of the improvement cost and the City would pay the remaining 70% with the maximum set budget of \$283,751.00. This Purchase Request is required to initiate payment for the improvements. Staff recommends the approval of the purchase request with Heyl Construction in the amount of \$283,751.00.

Councilor Ed Green moved to approve Purchase Order Request with Heyl construction for the 21st Street and Highway 13 redevelopment improvements in the amount of \$283,751.00; seconded by Councilor Theresa Hamilton.

Roll Call: Yes - Barb Clifton, Ed Green, Clint Hostetler, Theresa Hamilton, Sean Strode and Brian Condie. No - None

Consider Amending Section 2-2-10 of the Rifle Municipal Code Regarding the Compensation Paid to the Mayor and City Council Members – Ordinance No. 10 Series of 2021 – 1st Reading

Attorney Jim Neu provided explanation of Ordinance No. 10 Series of 2021 – amendment of Section 2-2-10 of the Rifle Municipal Code, regarding monthly compensation pay for the Mayor and City Council Members. The new plan includes a monthly compensation for the Mayor of \$950, and a monthly compensation of \$600 for Council Members. New compensation pay will be effective after and upon the seating of the City Council elected at the November 2, 2021 Regular Municipal Election.

Councilor Theresa Hamilton moved to approve Ordinance No. 10 Series of 2021 – First Reading amending Section 2-2-10 of the Rifle Municipal Code as presented and order it to be published by title as required by charter; seconded by Councilor Sean Strode.

Roll Call: Yes - Barb Clifton, Ed Green, Clint Hostetler, Theresa Hamilton, Sean Strode and Brian Condie. No - None

Consider North Ridge Major Subdivision 2021-032 – Final Plat – Ordinance No. 11, Series of 2021 – 1st Reading

Planning Director Patrick Waller presented application for final plat approval on the North Ridge Major Subdivision 2021-032. Planning Director Waller explained there are 11 lots being presented in the final plat. North Ridge Major Subdivision Preliminary & Final Plat were approved back in 2018 but final plat was not recorded and all approvals have expired. Staff recommends approval of the Final Plat under revised conditions with the applicants.

Comments were heard from applicants Luke Stevens and Ed Walters, City Attorney Jim Neu and Public Works Director Brian Prunty.

Councilor Brian Conde moved to approve the Final Plat - North Ridge Major Subdivision 2021-032 – Ordinance No. 11, Series Of 2021 - 1st Reading as presented and order it to be published by title as required by charter; seconded by Council Clint Hostetler.

Roll Call: Yes - Barb Clifton, Ed Green, Clint Hostetler, Theresa Hamilton, Sean Strode and Brian Condie. No - None

Administrative Reports

Reports were heard from City Attorney Jim Neu, City Manager Tommy Klein and City Clerk Misty Williams.

Comments from Mayor and Council

Comments were heard from Councilors Strode and Hamilton.

Adjournment

Meeting adjourned at 9:07 pm

Misty Williams
City Clerk

Barb Clifton
Mayor



Agenda Item #4.d.

Agenda Item Name:

Consider Liquor License Renewal for Coloradough, LLC dba Sweet Coloradough

Presenter:

Misty Williams, City Clerk

Item Description:

Consider Liquor License Renewal for Coloradough, LLC dba Sweet Coloradough

Recommended Action:

I move to approve the Liquor License Renewal for Coloradough, LLC dba Sweet Coloradough

Fiscal Impact:

None

Operational Impact:

None

Prior Board Motions:

None

Background Information:

Consider Liquor License Renewal for Coloradough, LLC dba Sweet Coloradough located at 234 Railroad Avenue, Rifle, CO has submitted a Beer & Wine Liquor License Renewal Application.

The application is complete and the appropriate fees have been paid.

Executive Summary:

None

Notification Requirements:

None

Prepared By:

Misty Williams, City Clerk

Attachments:

1. 2022 Coloradough Liquor License Application

SWEET COLORADOUGH
14 BUCKSKIN CIRCLE
New Castle CO 81647

Fees Due	
Renewal Fee	Waived due to 20B-001
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	Waived due to 20B-001
Related Facility - Campus Liquor Complex \$160.00 per facility	Waived due to 20B-001
Amount Due/Paid	\$

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

Retail Liquor or Fermented Malt Beverage License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name COLORADOUGH LLC		Doing Business As Name (DBA) SWEET COLORADOUGH		
Liquor License # 03-13064	License Type Beer & Wine (city)	Sales Tax License # 27979857	Expiration Date 11/17/2021	Due Date 10/03/2021
Business Address 234 RAILROAD AVENUE Rifle CO 81650		County Garfield	Phone Number 9702309056	
Mailing Address 14 BUCKSKIN CIRCLE New Castle CO 81647		Email Sweetcoloradough@gmail.com		
Operating Manager	Date of Birth	Home Address	Phone Number	
1. Do you have legal possession of the premises at the street address above? ☒ Yes ☐ No Are the premises owned or rented? ☒ Owned ☐ Rented* *If rented, expiration date of lease _____				
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. Yes ☐ No ☒				
3a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? Yes ☐ No ☒				
3b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? Yes ☐ No ☒				
4. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. Yes ☐ No ☒				
5. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. Yes ☐ No ☒				
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. Yes ☐ No ☒				
7. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. Yes ☐ No ☒				

Affirmation & Consent

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business	Title
Anne Badolab	Owner
Signature	Date
Anne Badolab	10/13/2021

Report & Approval of City or County Licensing Authority

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.

Therefore this application is approved.

Local Licensing Authority For	Date
Signature	Title
	Attest

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Tax Check Authorization, Waiver, and Request to Release Information

I, Anne Badolato am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of Sweet Coloradough (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101. et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business) <u>Coloradough</u>		Social Security Number/Tax Identification Number	
Address <u>234 Railroad ave</u>			
City <u>Rifle</u>		State <u>CO</u>	Zip <u>81650</u>
Home Phone Number <u>970 720939 5329</u>		Business/Work Phone Number <u>970 230 9050</u>	
Printed name of person signing on behalf of the Applicant/Licensee <u>Anne Badolato</u>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) <u>Anne Badolato</u>			Date signed <u>10/13/2021</u>

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).



Agenda Item #4.e.

Agenda Item Name:

Consider Approving Opioid Settlement

Presenter:

James S. Neu, City Attorney

Item Description:

Consider Approving Opioid Settlement

Recommended Action:

Consider Approving Opioid Settlement

Fiscal Impact:

Operational Impact:

Prior Board Motions:

Background Information:

See Memo Attached

Executive Summary:

Notification Requirements:

Prepared By:

Misty Williams, City Clerk

Attachments:

1. 20211020-Opioid Settlement

Glenwood Springs – Main Office
201 14th Street, Suite 200
P. O. Drawer 2030
Glenwood Springs, CO 81602

Aspen
323 W. Main Street
Suite 301
Aspen, CO 81611

Montrose
1544 Oxbow Drive
Suite 224
Montrose, CO 81402

Office: 970.945.2261
Fax: 970.945.7336
[**Direct Mail to Glenwood Springs*](#)

DATE: October 13, 2021
TO: City of Rifle Mayor and City Council
FROM: Karp Neu Hanlon, P.C.
RE: Opioid Settlement

Under cover of this memo for your consideration are several documents and agreements relating to the proposed national opioid settlement between state and local governments, and companies responsible for the opioid crisis, including Johnson & Johnson, AmerisourceBergen, Cardinal Health, and McKesson. The State of Colorado is set to receive up to \$400 million of settlement funds intended to abate the opioid crisis, and likely more from the bankruptcy proceedings of Purdue Pharma. The Colorado funds are to be distributed as follows: 10% to the state, 20% to local governments, 60% to regions (multi-jurisdiction councils), and 10% to infrastructure projects. The formula agreed upon for local government distribution is based on the severity of the opioid epidemic in that area. Municipality funds will be distributed through the counties on a default allocation. Additional funds are apportioned to counties and the regional council governing process. These settlement terms and formulas were negotiated by the Colorado Attorney General's Office, Colorado Municipal League, and Colorado Counties Inc. Below is a breakdown of how an assumed \$400 million state settlement will benefit Rifle over 20 years.

City of Rifle	Garfield County	Region 5 (Garfield, Eagle, Pitkin, Summit, Lake Counties)
\$35,335	\$511,519	\$5,054,640

Even if a local government is not set to receive a significant direct payment, it is still important that all local governments participate at such a level as to meet the 95% participation threshold required under the settlement to release the funds. In the event that a municipality elects not to receive its allotted direct payment, it can still sign onto the settlement and transfer funds to the regional council.

Recommendation: Authorize the Mayor to sign the following agreements:

- Colorado Opioids Memorandum of Understanding with the Colorado Attorney General
- Exhibit K Settlement Participation Form: Janssen Settlement release
- Exhibit K Settlement Participation Form: Distributor Settlement release
- Colorado Subdivision Escrow Agreement authorizing Colorado Municipal League to act as escrow agent for the municipality

Colorado Opioids Settlement MOU: Frequently Asked Questions

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

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

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

2. Who put together the Colorado MOU?

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

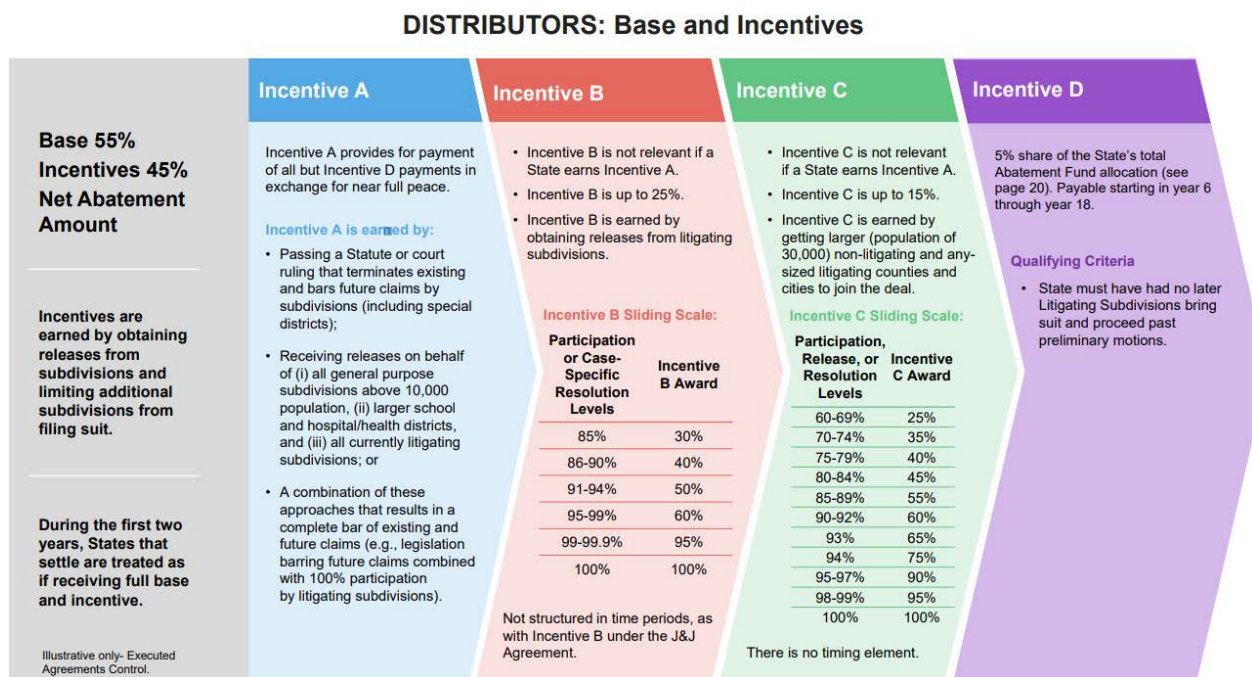
3. How much money will Colorado receive and over what period of time?

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

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

4. How can we maximize Colorado's recovery?

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



JOHNSON & JOHNSON: Base and Incentives

	Incentive A	Incentive B	Incentive C	Incentive D																																												
Base 45% Incentives 55% Global Settlement Abatement Amount	Incentive A provides for payment of all but Incentive D payments in exchange for near full peace. Earning Incentive A also causes substantial payments, the first three years of payments, accelerated and paid within 90 days. Incentive A is earned by: - Passing a Statute or court ruling that terminates existing and bars future claims by subdivisions (including special districts); - Receiving releases on behalf of (i) all general purpose subdivisions above 10,000 population, (ii) larger school and hospital/health districts, and (iii) all currently litigating subdivisions; or - A combination of these approaches that results in a complete bar of existing and future claims (e.g., legislation barring future claims combined with 100% participation by litigating subdivisions).	- Incentive B is not relevant if a State earns Incentive A. - Incentive B is up to 30%. - Incentive B is earned from obtaining releases from litigating subdivisions. Incentive B Sliding Scale: <table><thead><tr><th>Participation or Case-Specific Resolution Levels</th><th>Incentive B Award</th></tr></thead><tbody><tr><td>75%</td><td>50%</td></tr><tr><td>76%</td><td>52%</td></tr><tr><td>77%</td><td>54%</td></tr><tr><td>78%</td><td>56%</td></tr><tr><td>79%</td><td>58%</td></tr><tr><td>80%</td><td>60%</td></tr><tr><td>85%</td><td>70%</td></tr><tr><td>90%</td><td>80%</td></tr><tr><td>95%</td><td>90%</td></tr><tr><td>100%</td><td>100%</td></tr></tbody></table> Timing element Incentive B is structured in time periods and states will receive a percentage of sliding scale payments depending on when they reach 75% of litigating subdivisions signed on: (a) 0-210 days = 100% of sliding scale; (b) 211-365 = 75% of sliding scale; and (c) 366-2 years from effective date = 50% of sliding scale.	Participation or Case-Specific Resolution Levels	Incentive B Award	75%	50%	76%	52%	77%	54%	78%	56%	79%	58%	80%	60%	85%	70%	90%	80%	95%	90%	100%	100%	- Incentive C is not relevant if a State earns Incentive A. - Incentive C is up to 20%. It breaks Incentive C in two parts. - Incentive C is earned by getting larger (population of 30,000) litigating and non-litigating counties and cities to join the deal. 5% is awarded for obtaining a State's ten largest general purpose subdivisions (cities and counties). Incentive C Sliding Scale: <table><thead><tr><th>Participation, Release, or Resolution Levels</th><th>Incentive C(1) Award</th></tr></thead><tbody><tr><td>60%</td><td>40%</td></tr><tr><td>70%</td><td>45%</td></tr><tr><td>80%</td><td>50%</td></tr><tr><td>85%</td><td>55%</td></tr><tr><td>90%</td><td>60%</td></tr><tr><td>91%</td><td>65%</td></tr><tr><td>92%</td><td>70%</td></tr><tr><td>93%</td><td>80%</td></tr><tr><td>94%</td><td>90%</td></tr><tr><td>95%</td><td>100%</td></tr></tbody></table> There is no timing element.	Participation, Release, or Resolution Levels	Incentive C(1) Award	60%	40%	70%	45%	80%	50%	85%	55%	90%	60%	91%	65%	92%	70%	93%	80%	94%	90%	95%	100%	5% share of the State's total Abatement Fund allocation (see page 20). Payable starting in year 6 through year 18. Qualifying Criteria State must have had no later Litigating Subdivisions bring suit and proceed past preliminary motions in the 5 years following the Effective Date.
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5. Is participation limited to litigating entities?

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

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

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

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

7. How will the money be spent?

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

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

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

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

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

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

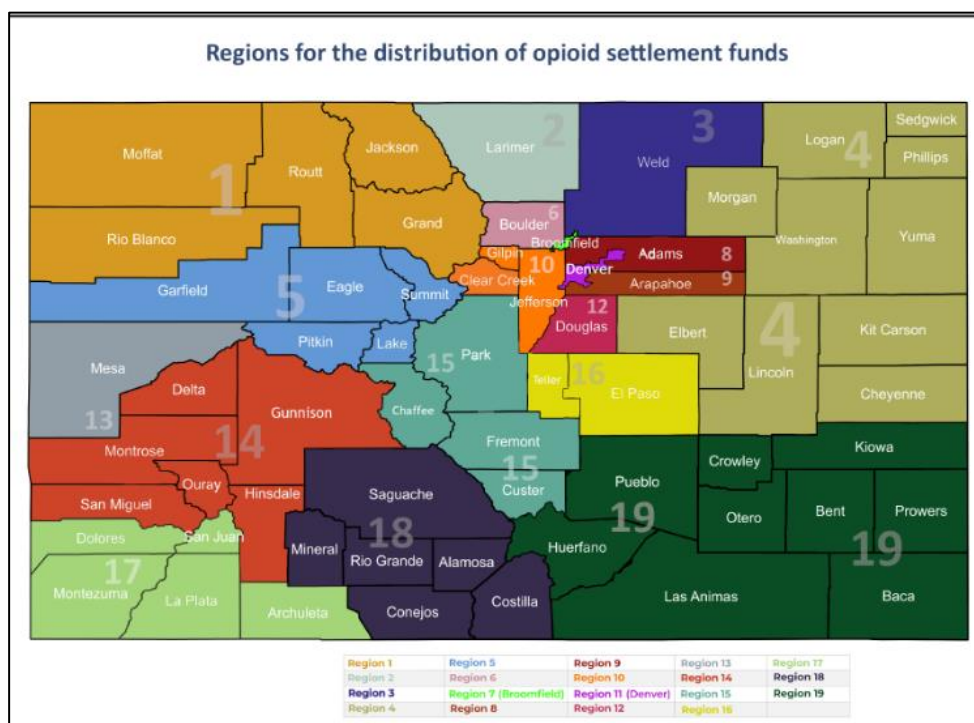
The intracounty allocations in Exhibit E are based on a default allocation model that will apply unless the local governments in a County Area enter into an agreement that provides for a different allocation model. These allocations are based on a model developed by health economist experts, which use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

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

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

9. How will payments to Regions be allocated?

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



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

10. How will the Regions be governed?

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

11. How will the Statewide Infrastructure Share work?

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

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

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

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

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

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

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

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

14. How do I sign the MOU?

Local governments should sign four documents.

a. First is the MOU.

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

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

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

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

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

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

Thursday, August 26, 2021

August 25, 2021 Attorney General version

A. Definitions

As used in this MOU:

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

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

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

B. Allocation of Settlement Proceeds

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

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

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

C. General Abatement Fund Council

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

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

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

2. **Membership:** The Abatement Council shall consist of the following thirteen (13) members, who shall serve in their official capacity only.

a. **State Members:** Seven (7) members shall be appointed by the State, as authorized volunteers of the State, as follows:

- (i) A Chair to serve as a non-voting member, except in the event of a tie;
- (ii) Two (2) members who are licensed professionals with significant experience in substance use disorders;
- (iii) Three (3) members who are professionals with significant experience in prevention, education, recovery, treatment, criminal justice, rural public health issues, or government administration related to substance use disorders; and
- (iv) One (1) member or family member affected directly by the opioid crisis.

b. **Local Government Members:** Six (6) members shall be appointed by the Participating Local Governments. Local Government Members shall be a County Commissioner, Mayor, City or Town Council Member, or a professional with significant experience in prevention, education, recovery, treatment, criminal justice, rural public health issues, or governmental administration related to substance use disorders. A Participating Local Government may determine which Local Government Members are eligible (or ineligible) to serve on the General Abatement Fund Council. County Commissioners, City or Town Council Members, and/or Mayors from the Regions identified in **Exhibit C** shall collaborate to appoint Local Government Members as follows:

- (i) Two (2) Members from Regions 1, 5, 13, 14, 15, 17, 18;
- (ii) Two (2) Members from Regions 2, 6, 7, 8, 9, 10, 11, 12, 16; and
- (iii) Two (2) Members from Regions 3, 4, 19.

c. **Terms:** The Abatement Council shall be established within ninety (90) days of the Effective Date. In order to do so, within sixty (60) days of the Effective Date, the State shall appoint the State Members in accordance with Section (C)(2)(a), and after conferral with the Local Governments, CCI and CML shall jointly appoint six (6) Local Government Members for an initial term not to exceed one year. Thereafter, Members shall be

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

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

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

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

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

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

D. State Share

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

E. LG Share

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

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

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

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

F. Regional Share

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

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

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

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

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

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

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

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

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

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

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

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

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

G. Statewide Infrastructure Share

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

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

H. General Terms

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

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

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

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

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

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

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

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

Percentage of Litigating Subdivision Population that is Incentive B Eligible Subdivision Population⁵	Incentive Payment B Eligibility Percentage
Up to 85%	0%
85%+	30%
86+	40%
91+	50%
95+	60%
99%+	95%
100%	100%

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

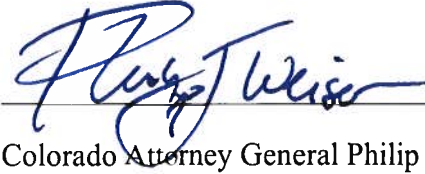
and/or requires certain governmental plaintiffs to pay a share of their recoveries from defendants into the Common Benefit Fund (“Court-Ordered Common Benefit Fund Assessment”), then the Participating Local Governments shall be required to first seek to have their attorneys’ fees and expenses paid through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

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

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

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

this 26 day of August, 2021 by:


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*

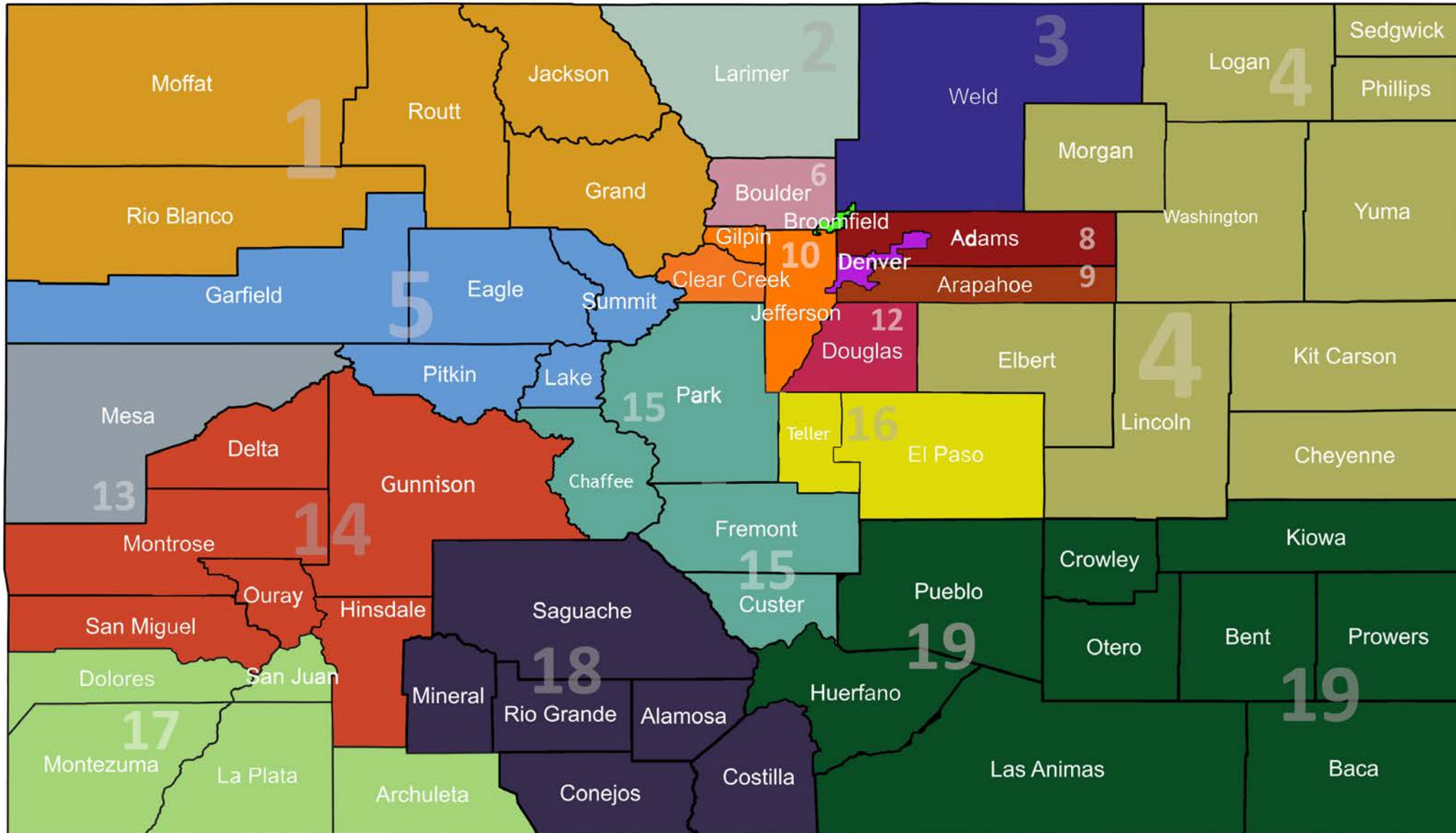
Government Name	County	Gov't Type	Multi-County
Yuma County	Yuma	County	
Eckley	Yuma	City	
Wray	Yuma	City	
Yuma	Yuma	City	

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

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

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

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

Government Name	Intracounty Share
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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%
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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 AGREEMENT²

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

RECITALS

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

WHEREAS, the Regional Agreement assumes and incorporates the definitions and provisions contained in the Colorado MOU, and the Regional Agreement shall be construed in conformity with the Colorado MOU³;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. **DEFINITIONS**. The defined terms used in this Regional Agreement shall have the same meanings as in the Colorado MOU⁴. Capitalized terms used herein and not otherwise defined within the Regional Agreement or in the Colorado MOU shall have the meanings ascribed to them in the body of the Regional Agreement.
2. **OBLIGATIONS OF THE REGIONAL PLGS**. The Regional PLGs shall perform their respective obligations as set forth in the Regional Agreement, the Colorado MOU and the accompanying exhibits to the Colorado MOU and incorporated herein by reference.

3. **REGIONAL COUNCIL**.

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

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

a. **Multi-County Region:**

- (i) **Voting Members.** Voting Members shall be appointed by the Regional PLGs. The Regional PLGs shall collaborate to appoint Regional Council members and to the extent practicable, Voting Members shall be selected from different counties and cities. No single county or city should dominate the make-up of the Regional Council. Voting Members shall be selected as follows:
 - (1) 1 representative appointed by each county (can be commissioners).
 - (2) 1 representative appointed from a rotating city within each county (or other city agreed upon) (can be councilmembers and mayors). A rotating city member shall be selected by majority vote of the cities within each county who do not have a Voting Member currently sitting on the Regional

⁴ See FN 2, *supra*.

Council.

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

b. **Single-County Region:**

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

funds)

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

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

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

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

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

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

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

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

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

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

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

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

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

4. REGIONAL FISCAL AGENT

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

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

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

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

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

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

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

5. REGIONAL TWO-YEAR PLAN

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

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

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

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

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

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

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

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

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

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

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

17. GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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EXHIBIT K

Settlement Participation Form

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

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

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

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

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

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

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

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

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT K

Subdivision Settlement Participation Form

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

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

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

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

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

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

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

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

Signature: _____

Name: _____

Title: _____

Date: _____

Colorado Subdivision Escrow Agreement

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

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

Purpose of this Agreement

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

Escrow

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

Distributor Settlement

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

J&J Settlement

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

Colorado Subdivision Name _____

Authorized Signature

Date



Agenda Item #6.a.

Agenda Item Name:

Rifle Downtown Project Update

Presenter:

Craig Spaulding, Civil Engineer

Item Description:

Receive Update on Downtown Project

Recommended Action:

Fiscal Impact:

Operational Impact:

Prior Board Motions:

Background Information:

Executive Summary:

Notification Requirements:

Prepared By:

Misty Williams, City Clerk

Attachments:

None



Agenda Item #7.a.

Agenda Item Name:

Consider Mountain Waste Contract Extension

Presenter:

Tommy Klein, Chief of Police

Item Description:

Consider extending the current Mountain Waste contract for 2 years.

Recommended Action:

Move to approve a 2 year extension for the Mountain Waste sanitation contract.

Fiscal Impact:

If the contract is extended, there will be an increase in the fees associated with trash and recycling in 2022. We will approach Council with options associated with the fees later this year.

Operational Impact:

None

Prior Board Motions:

Motion in 2016 to approve the contract with Mountain Waste. Passed first reading on December 7, 2016 and passed on second reading on December 21, 2016. Ordinance NO. 26, Series of 2016.

Background Information:

Please see the memo and letter from Mountain Waste. A copy of the 2017 contracts is included for your review.

Executive Summary:

The current contract between the City and Mountain Waste expires at the end of December of this year. The City has the option to extend the contract for an additional 2 years and staff is recommending the extension. Please refer to the letter from Mountain Waste for details on their proposal to increase fees by 7% beginning in 2022.

Notification Requirements:

Prepared By:

Tommy Klein, Chief of Police

Attachments:

1. Mountain Waste Increase Council Memo 2021
2. Mountain Waste Extension Letter
3. Solid Waste Contract - Executed 2017



Memorandum

TO: Honorable Mayor and City Council
FROM: Tommy Klein, City Manager
DATE: October 15, 2021
RE: Mountain Waste Contract

In 2017, Council approved a five-year contract with Mountain Waste to handle the sanitation and recycling needs for our community. This contract expires December 31, 2021. Section 5.1 of the contract affords the City the option of renewing the agreement for two consecutive two-year periods by providing written notice to Mountain Waste within sixty days of the end of the current term. On September 1 of each year, Mountain Waste is required to submit a proposal to support an increase in fees. This year, the company is proposing a 7% overall increase in fees based on the CPI and the increased cost of diesel fuel. Fuel costs are included in the calculation of the CPI, but provision 4.6 of the agreement permits adjustments to the fees when the cost of diesel fuel exceeds \$3.00 per gallon.

The company provided a written proposal providing details and justifications for the increase. As indicated in the proposal, the company is absorbing half of the cost of the increase in diesel fuel prices.

Staff suggests exercising our option to renew the contract with Mountain Waste for a two-year period. In 2023, we will have the option to extend the agreement or open the contract to an RFP process.



CITY OF RIFLE
202 RAILROAD AVENUE • P.O. BOX 1908 • RIFLE, CO 81650
WWW.RIFLECO.ORG



To: The City of Rifle, Colorado
Tommy Kline, City Manager

September 22, 2021

From: Mountain Waste & Recycling
Mike Hinkley, District Manager

RE: City of Rifle, CO – 2017 Trash Agreement Renewal & PI Request – effective January 1, 2022

Mountain Waste & Recycling (MWR) is requesting to exercise the renewal option with The City of Rifle as specified in the existing Solid Waste Removal and Recycling Collection Services agreement **Section 5.1**, dated February 1, 2017 by using the first of two (2) renewal options for a period of 2 years. MWR will continue to utilize the existing language as written in our agreement for all written terms & conditions. The current rates for container service per home are listed in the calculation table below.

Section 4.3: We are requesting the annual rate increase of 3.5% effective January 1, 2022. The current CPI percentage is 3.5% (see attached) for our region as specified in our 2017 service agreement. Additionally, due to fuel rates exceeding \$3.00 per gallon (see attached Bill of Lading showing fuel at \$3.12 per gallon) this initiates the 2017 fuel surcharge table (attached) as stated in section 4.6 in the 2017 agreement. The fuel pricing at \$3.12 per gallon, and the attached fuel surcharge table 2017, correspond to a 6.61% rate increase. Because this is the first experience with fuel above \$3.00 per gallon, MWR is offering to absorb 50% of the fuel surcharge increase. This will bring the City of Rifle's rate increase for fuel to 3.3%. This will be reviewed and calculated quarterly.

Service	Current Rate Per Month		CPI Denver Metro (All Items) - 3.5%		Rate with CPI		Fuel Surcharge Per Home / Month	Requested New Rates
96 Gallon Initial Cart	\$20.07	+	\$0.70	=	\$20.77	+	0.69	\$21.46
64 Gallon Initial Cart	\$17.96	+	\$0.63	=	\$18.59	+	0.61	\$19.20
96 Gallon Additional Cart	\$15.82	+	\$0.55	=	\$16.37	+	0.54	\$16.91
64 Gallon Additional Cart	\$13.51	+	\$0.47	=	\$13.98	+	0.46	\$14.44

MWR appreciate The City of Rifle staff, especially the past year and the COVID pandemic. MWR and the City of Rifle has seen many challenges and changes this past year, but I feel our partnership has proven that we can get through times like these with a better appreciation for each other. We will continue to make this a focus and effort going forward.

MWR will continue to focus on improving the recycling information and process through The City of Rifle website as well as on the Mountain Waste & Recycling website. We also are offering and distributing "Waste Wizard" to help identify the residents what is and what is not recyclable material as well as a text reminder of the collection services and recognized Holidays.

Thank you for understanding that this request will allow MWR to continue to maintain the superior standard of service that is expected by the community and The City of Rifle and its staff for the upcoming year.

Thank You

Mike Hinkley, District Manager

fees.

4.3 Upon MOUNTAIN WASTE's written request to the City and subsequent approval by the City Council, the rates set forth in Exhibit A and in this Section 4 may be adjusted annually on each anniversary of the date of this Agreement by the increase, if any, in the CPI Denver Metro (All Items), but in no event shall the increase of any rate set forth in Exhibit A or this Section 4 be less than 2.5% nor more than 5%; provided, however, there shall be no minimum CPI increase in 2018 which will be based on the actual CPI increase if less than 2.5%. MOUNTAIN WASTE shall make such written request at by September 1 prior to each anniversary date and explain the basis for any requested increase.

4.5 As of the date of this Agreement, MOUNTAIN WASTE delivers its collected recyclable materials at the Eagle County Materials Recovery Facility ("Facility"). Notwithstanding Section 4.4 of this Agreement, if the Facility significantly increases its rates, closes, or otherwise refuses to accept MOUNTAIN WASTE's recycling materials, the City agrees to consider, upon written request from MOUNTAIN WASTE, an increase in base rates or elimination of residential recyclable collection services. MOUNTAIN WASTE shall notify the City as soon as possible upon its learning of the occurrence of any of the events identified in this Section 4.5.

4.6 In addition to the rates identified in Section 4 of this Agreement, on a monthly basis, the City shall pay a fuel protection surcharge ("Surcharge") to MOUNTAIN WASTE based on the per-gallon cost of diesel fuel as shown on the chart found in Exhibit B, attached hereto; provided, however, that no Surcharge will be billed to the City unless and until the weekly average cost of diesel fuel, calculated in accordance with this Subsection, reaches \$3.00 per gallon. The Surcharge billed to the City prospectively on a quarterly basis will be based on the preceding quarter's average of the Rocky Mountain price of diesel fuel reported weekly by the Department of Energy in its retail On-Highway Prices index. The Surcharge assessed in a particular quarter will be the same for the duration of that quarter. MOUNTAIN WASTE is responsible for tracking diesel fuel prices and calculating and invoicing the City for the appropriate Surcharge, if any.

4.7 At reasonable times during the term of this Agreement MOUNTAIN WASTE may petition the City for adjustments in the base rates set forth herein based upon documented changes in the cost of doing business, such as revised laws or regulations, changes in disposal locations, or changes in disposal fees. Any such increase must be approved by City Council.

4.8 Any payment obligations of the City for fiscal years after the year in which this Agreement is executed shall be subject to and contingent upon annual budgeting and appropriation of funds by the City.

5.0 TERM

5.1 MOUNTAIN WASTE's services under this Agreement shall commence on February 1, 2017 and shall continue until December 31, 2021 unless earlier terminated by the parties as

set forth herein ("Initial Term"). The City shall have the option of renewing this Agreement for two consecutive two-year periods ("Renewal Period(s)"). If City desires to renew this Agreement, it shall provide written notice to MOUNTAIN WASTE within sixty days of the date the Initial Term or Renewal Period, as applicable, ends pursuant to this Section 5.1.

6.0 INSURANCE

- 6.1 MOUNTAIN WASTE and its subcontractors, if any, shall be required to carry, at their own expense, workers' compensation insurance, comprehensive general liability insurance, and vehicle liability insurance in amounts that match those set forth in the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, as are presently in effect or are later amended. Evidence of such insurance coverage is attached hereto and incorporated herein as **Exhibit C**. MOUNTAIN WASTE shall add the City as an additional insured party to said policies. MOUNTAIN WASTE shall maintain this insurance coverage, at a minimum, for the Initial Term of this Agreement. Should this Agreement be extended for one or more Renewal Terms, MOUNTAIN WASTE's insurance shall be maintained during said Renewal Period(s). In the event of any changes to the attached coverages, including, but not limited to, changes to the vehicle fleet, MOUNTAIN WASTE shall provide the City with a copy of the amended certificate(s) showing the City as an additional insured within thirty (30) days of the change. On the anniversary date of each policy MOUNTAIN WASTE is required to maintain pursuant to this Agreement, MOUNTAIN WASTE shall provide the City with certificates of insurance showing the City as an additional insured.
- 6.2 The parties hereto understand and agree that City is relying on and does not waive or intend to waive by this Agreement or any provision hereof, the monetary limitations and any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. §24-10-101 *et seq.* as amended from time to time or otherwise available to City.

7.0 INDEMNIFICATION

- 7.1 MOUNTAIN WASTE agrees to indemnify and hold harmless the City, and its officers and its employees, from and against any liability, demands, and expenses, including reasonable court costs and attorney fees, on account of any injury, loss, or damage, which arise out of or are in any manner connected with the work to be performed under this Agreement, if such injury, loss, or damage is caused by, or is claimed to be caused by the negligent act, error or omission or other fault of MOUNTAIN WASTE or any officer or employee of MOUNTAIN WASTE or any subcontractor of MOUNTAIN WASTE or any other person for whom MOUNTAIN WASTE is directly responsible. The obligations of this Section 7 shall not extend to any injury, loss, or damage which is caused solely by the act, omission, or other fault of the City or parties under the City's control. This obligation shall survive the termination of this Agreement.

8.0 INDEPENDENT CONTRACTOR

- 8.1 MOUNTAIN WASTE shall be an independent contractor and not an agent or employee of the City. Any provisions in this Agreement that may appear to give the City the right to



Mountain-Plains Information Office

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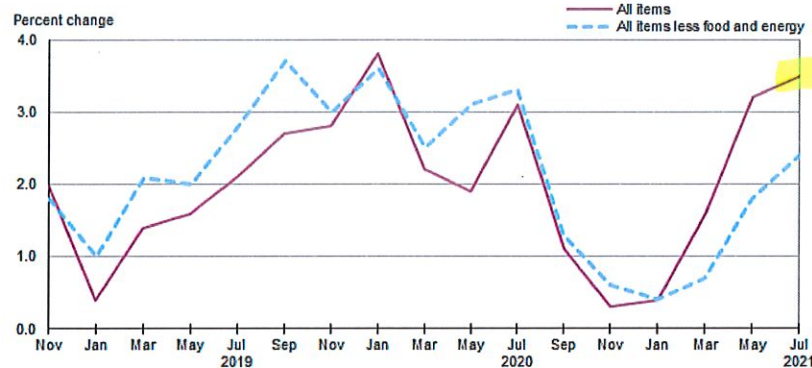
Consumer Price Index, Denver-Aurora-Lakewood area – July 2021

Area prices rise 1.8 percent in June and July, up 3.5 percent from a year ago

Prices in the Denver-Aurora-Lakewood area, as measured by the Consumer Price Index for All Urban Consumers (CPI-U), advanced 1.8 percent for the two months ending in July 2021, the U.S. Bureau of Labor Statistics reported today. Regional Commissioner Michael Hirniak noted that the July increase was primarily influenced by higher prices for all items less food and energy, but increases for the energy and food indexes also contributed. (Data in this report are not seasonally adjusted. Accordingly, bi-monthly changes may reflect seasonal influences.)

Over the last 12 months, the CPI-U rose 3.5 percent. (See [chart 1](#).) The index for all items less food and energy increased 2.4 percent over the year. Energy prices jumped 24.3 percent, while food prices increased 2.6 percent. (See [table 1](#).)

Chart 1. Over-the-year percent change in CPI-U, Denver-Aurora-Lakewood, CO, November 2018–July 2021



Source: U.S. Bureau of Labor Statistics.

Food

Food prices rose 1.2 percent for the two months ending in July. Prices for food at home increased 1.3 percent, while prices for food away from home increased 1.1 percent for the same period.

Over the year, food prices increased 2.6 percent. Prices for food away from home increased 4.0 percent and prices for food at home increased 1.5 percent since a year ago.

Energy

The energy index rose 9.7 percent for the two months ending in July. The increase was mainly due to higher prices for gasoline (14.8 percent). Prices for electricity decreased 0.4 percent for the same period.

Energy prices jumped 24.3 percent over the year, largely due to higher prices for gasoline (37.4 percent). Prices paid for electricity advanced 2.2 percent during the past year.

All items less food and energy

The index for all items less food and energy increased 1.4 percent in the latest two-month period. Higher prices for shelter (1.9 percent), used cars and trucks (12.2), and recreation (3.6 percent) were partially offset by lower prices for household furnishings and operations (-2.5 percent), apparel (-3.3 percent), and education and communication (-0.8 percent).

Over the year, the index for all items less food and energy rose 2.4 percent. Components contributing to the increase included owners' equivalent rent of residences (3.2 percent), used cars and trucks (41.7 percent), and apparel (15.0 percent). Partly offsetting the increases were price decreases in education and communication (-1.5 percent), new vehicles (-1.2 percent), and motor vehicle insurance (-2.8 percent).

The September 2021 Consumer Price Index for the Denver-Aurora-Lakewood area is scheduled to be released on Wednesday, October 13, 2021.

Coronavirus (COVID-19) Pandemic Impact on July 2021 Consumer Price Index Data

Data collection by personal visit for the Consumer Price Index (CPI) program has been suspended since March 16, 2020. When possible, data normally collected by personal visit were collected either online or by phone. Additionally, data collection in July 2021 was affected by the temporary closing or limited operations of certain types of establishments. These factors resulted in an increase in the number of prices considered temporarily unavailable and imputed. While the CPI program attempted to collect as much data as possible, many indexes are based on smaller amounts of collected prices than usual, and a small number of indexes that are normally published were not published this month. Additional information is available at www.bls.gov/covid19/effects-of-covid-19-pandemic-on-consumer-price-index.htm.

News Release Information

21-1481-KAN
Wednesday, August 11, 2021

Contacts

Technical information:
(816) 285-7000
BLInfoKansasCity@bls.gov
www.bls.gov/regions/mountain-plains

Media contact:
(816) 285-7000

PDF

[PDF version](#)

Related Links

[CPI Overview Table - U.S. and areas](#)

[CPI Detailed Tables - Mountain Plains](#)

[CPI Chart Package](#)

[Area Economic Summaries](#)

MASTER PETROLEUMP.O. BOX 66
SILT, COLORADO 81652PH: 970-876-2301
FAX: 970-876-2307INVOICE
NUMBERCUSTOMER
NAME

Mountain Waste

DATE

CUSTOMER INVOICE MAILING ADDRESS

PO#

9/13

20

2105606

00007

TERMS

CUSTOMER
ACCT. NO.DELIVERY
UNIT NO.

78

REFINED PRODUCTS		GALLONS OR POUNDS DELIVERED	FED	STATE	PRICE INCLUDING TAXES	AMOUNT		
PREMIUM FLAMMABLE LIQUID UN 1203 ☐ clear ☐ ethanol								
MIDGRADE FLAMMABLE LIQUID UN 1203 ☐ clear ☐ ethanol								
N.L. FLAMMABLE LIQUID UN 1203 ☐ clear ☒ ethanol		222			3.124	693.53		
DIESEL ☐ NO. 1 ☐ NO. 2 COMBUSTIBLE LIQUID NA 1993 15-PPM SULFUR ULSD								
WET HOSE FEE								
TRUCK TIME								
TRUCK MOBILIZATION								
PACKAGES NO. ORDERED	FGT CLASS CHKD ABOVE	TBA, LUBE OILS, GREASE AND OTHER PRODUCTS		PRICE EXCLUDING TAXES				
Ordered by:				SO#				
Location #				SUB-TOTAL				
MASTER PETROLEUM is not responsible for reporting or paying federal or state diesel, other special fuel, or retailers excise taxes on the items herein unless separately set forth. TERMS: ACCOUNTS ARE DUE ON OR BEFORE THE 10TH OF MONTH FOLLOWING DATE OF PURCHASE. A FINANCE CHARGE OF 2% PER MONTH (24% ANNUAL RATE) WILL BE ADDED ON PAST DUE ACCOUNTS IN THE EVENT MASTER PETROLEUM CO., INC. ENGAGES LEGAL COUNSEL TO RECOVER SUMS DUE, CUSTOMER SHALL PAY ALL REASONABLE ATTORNEY FEES, COSTS AND EXPENSES INCURRED BY MASTER PETROLEUM CO., INC. Thank You				OTHERS ITEMS BILLED		BASIS	RATE	
				SALES TAX	STATE			
					COUNTY			
		SUB-TOTAL						
DEPOSIT ON 55 GAL. DRUM					20.00			
CREDIT - RET'D-55 GAL. DRUM					20.00			
INVOICE TOTAL				\$	693.53			

PRINT NAME

SIGNATURE **X**

DRIVER'S INITIALS

CHECK

CASH

#2 Diesel

Mountain Waste & Recycling - Fuel Surcharge Table - 2017

DOE Rocky Mtn ave Diesel price of	MWR Surcharge %	DOE Rocky Mtn ave Diesel price of	MWR Surcharge %	DOE Rocky Mtn ave Diesel price of	MWR Surcharge %	DOE Rocky Mtn ave Diesel price of	MWR Surcharge %	DOE Rocky Mtn ave Diesel price of	MWR Surcharge %	DOE Rocky Mtn ave Diesel price of	MWR Surcharge %	DOE Rocky Mtn ave Diesel price of	MWR Surcharge %
\$ 3.00	6.25	\$ 3.52	7.81	\$ 4.04	9.37	\$ 4.56	10.93	\$ 5.08	12.49	\$ 5.60	14.05	\$ 6.12	15.61
\$ 3.01	6.28	\$ 3.53	7.84	\$ 4.05	9.40	\$ 4.57	10.96	\$ 5.09	12.52	\$ 5.61	14.08	\$ 6.13	15.64
\$ 3.02	6.31	\$ 3.54	7.87	\$ 4.06	9.43	\$ 4.58	10.99	\$ 5.10	12.55	\$ 5.62	14.11	\$ 6.14	15.67
\$ 3.03	6.34	\$ 3.55	7.90	\$ 4.07	9.46	\$ 4.59	11.02	\$ 5.11	12.58	\$ 5.63	14.14	\$ 6.15	15.70
\$ 3.04	6.37	\$ 3.56	7.93	\$ 4.08	9.49	\$ 4.60	11.05	\$ 5.12	12.61	\$ 5.64	14.17	\$ 6.16	15.73
\$ 3.05	6.40	\$ 3.57	7.96	\$ 4.09	9.52	\$ 4.61	11.08	\$ 5.13	12.64	\$ 5.65	14.20	\$ 6.17	15.76
\$ 3.06	6.43	\$ 3.58	7.99	\$ 4.10	9.55	\$ 4.62	11.11	\$ 5.14	12.67	\$ 5.66	14.23	\$ 6.18	15.79
\$ 3.07	6.46	\$ 3.59	8.02	\$ 4.11	9.58	\$ 4.63	11.14	\$ 5.15	12.70	\$ 5.67	14.26	\$ 6.19	15.82
\$ 3.08	6.49	\$ 3.60	8.05	\$ 4.12	9.61	\$ 4.64	11.17	\$ 5.16	12.73	\$ 5.68	14.29	\$ 6.20	15.85
\$ 3.09	6.52	\$ 3.61	8.08	\$ 4.13	9.64	\$ 4.65	11.20	\$ 5.17	12.76	\$ 5.69	14.32	\$ 6.21	15.88
\$ 3.10	6.55	\$ 3.62	8.11	\$ 4.14	9.67	\$ 4.66	11.23	\$ 5.18	12.79	\$ 5.70	14.35	\$ 6.22	15.91
\$ 3.11	6.58	\$ 3.63	8.14	\$ 4.15	9.70	\$ 4.67	11.26	\$ 5.19	12.82	\$ 5.71	14.38	\$ 6.23	15.94
\$ 3.12	6.61	\$ 3.64	8.17	\$ 4.16	9.73	\$ 4.68	11.29	\$ 5.20	12.85	\$ 5.72	14.41	\$ 6.24	15.97
\$ 3.13	6.64	\$ 3.65	8.20	\$ 4.17	9.76	\$ 4.69	11.32	\$ 5.21	12.88	\$ 5.73	14.44	\$ 6.25	16.00
\$ 3.14	6.67	\$ 3.66	8.23	\$ 4.18	9.79	\$ 4.70	11.35	\$ 5.22	12.91	\$ 5.74	14.47	\$ 6.26	16.03
\$ 3.15	6.70	\$ 3.67	8.26	\$ 4.19	9.82	\$ 4.71	11.38	\$ 5.23	12.94	\$ 5.75	14.50	\$ 6.27	16.06
\$ 3.16	6.73	\$ 3.68	8.29	\$ 4.20	9.85	\$ 4.72	11.41	\$ 5.24	12.97	\$ 5.76	14.53	\$ 6.28	16.09
\$ 3.17	6.76	\$ 3.69	8.32	\$ 4.21	9.88	\$ 4.73	11.44	\$ 5.25	13.00	\$ 5.77	14.56	\$ 6.29	16.12
\$ 3.18	6.79	\$ 3.70	8.35	\$ 4.22	9.91	\$ 4.74	11.47	\$ 5.26	13.03	\$ 5.78	14.59	\$ 6.30	16.15
\$ 3.19	6.82	\$ 3.71	8.38	\$ 4.23	9.94	\$ 4.75	11.50	\$ 5.27	13.06	\$ 5.79	14.62	\$ 6.31	16.18
\$ 3.20	6.85	\$ 3.72	8.41	\$ 4.24	9.97	\$ 4.76	11.53	\$ 5.28	13.09	\$ 5.80	14.65	\$ 6.32	16.21
\$ 3.21	6.88	\$ 3.73	8.44	\$ 4.25	10.00	\$ 4.77	11.56	\$ 5.29	13.12	\$ 5.81	14.68	\$ 6.33	16.24
\$ 3.22	6.91	\$ 3.74	8.47	\$ 4.26	10.03	\$ 4.78	11.59	\$ 5.30	13.15	\$ 5.82	14.71	\$ 6.34	16.27
\$ 3.23	6.94	\$ 3.75	8.50	\$ 4.27	10.06	\$ 4.79	11.62	\$ 5.31	13.18	\$ 5.83	14.74	\$ 6.35	16.30
\$ 3.24	6.97	\$ 3.76	8.53	\$ 4.28	10.09	\$ 4.80	11.65	\$ 5.32	13.21	\$ 5.84	14.77	\$ 6.36	16.33
\$ 3.25	7.00	\$ 3.77	8.56	\$ 4.29	10.12	\$ 4.81	11.68	\$ 5.33	13.24	\$ 5.85	14.80	\$ 6.37	16.36
\$ 3.26	7.03	\$ 3.78	8.59	\$ 4.30	10.15	\$ 4.82	11.71	\$ 5.34	13.27	\$ 5.86	14.83	\$ 6.38	16.39
\$ 3.27	7.06	\$ 3.79	8.62	\$ 4.31	10.18	\$ 4.83	11.74	\$ 5.35	13.30	\$ 5.87	14.86	\$ 6.39	16.42
\$ 3.28	7.09	\$ 3.80	8.65	\$ 4.32	10.21	\$ 4.84	11.77	\$ 5.36	13.33	\$ 5.88	14.89	\$ 6.40	16.45
\$ 3.29	7.12	\$ 3.81	8.68	\$ 4.33	10.24	\$ 4.85	11.80	\$ 5.37	13.36	\$ 5.89	14.92	\$ 6.41	16.48
\$ 3.30	7.15	\$ 3.82	8.71	\$ 4.34	10.27	\$ 4.86	11.83	\$ 5.38	13.39	\$ 5.90	14.95	\$ 6.42	16.51
\$ 3.31	7.18	\$ 3.83	8.74	\$ 4.35	10.30	\$ 4.87	11.86	\$ 5.39	13.42	\$ 5.91	14.98	\$ 6.43	16.54
\$ 3.32	7.21	\$ 3.84	8.77	\$ 4.36	10.33	\$ 4.88	11.89	\$ 5.40	13.45	\$ 5.92	15.01	\$ 6.44	16.57
\$ 3.33	7.24	\$ 3.85	8.80	\$ 4.37	10.36	\$ 4.89	11.92	\$ 5.41	13.48	\$ 5.93	15.04	\$ 6.45	16.60
\$ 3.34	7.27	\$ 3.86	8.83	\$ 4.38	10.39	\$ 4.90	11.95	\$ 5.42	13.51	\$ 5.94	15.07	\$ 6.46	16.63
\$ 3.35	7.30	\$ 3.87	8.86	\$ 4.39	10.42	\$ 4.91	11.98	\$ 5.43	13.54	\$ 5.95	15.10	\$ 6.47	16.66
\$ 3.36	7.33	\$ 3.88	8.89	\$ 4.40	10.45	\$ 4.92	12.01	\$ 5.44	13.57	\$ 5.96	15.13	\$ 6.48	16.69
\$ 3.37	7.36	\$ 3.89	8.92	\$ 4.41	10.48	\$ 4.93	12.04	\$ 5.45	13.60	\$ 5.97	15.16	\$ 6.49	16.72
\$ 3.38	7.39	\$ 3.90	8.95	\$ 4.42	10.51	\$ 4.94	12.07	\$ 5.46	13.63	\$ 5.98	15.19	\$ 6.50	16.75
\$ 3.39	7.42	\$ 3.91	8.98	\$ 4.43	10.54	\$ 4.95	12.10	\$ 5.47	13.66	\$ 5.99	15.22	\$ 6.51	16.78
\$ 3.40	7.45	\$ 3.92	9.01	\$ 4.44	10.57	\$ 4.96	12.13	\$ 5.48	13.69	\$ 6.00	15.25	\$ 6.52	16.81
\$ 3.41	7.48	\$ 3.93	9.04	\$ 4.45	10.60	\$ 4.97	12.16	\$ 5.49	13.72	\$ 6.01	15.28	\$ 6.53	16.84
\$ 3.42	7.51	\$ 3.94	9.07	\$ 4.46	10.63	\$ 4.98	12.19	\$ 5.50	13.75	\$ 6.02	15.31	\$ 6.54	16.87
\$ 3.43	7.54	\$ 3.95	9.10	\$ 4.47	10.66	\$ 4.99	12.22	\$ 5.51	13.78	\$ 6.03	15.34	\$ 6.55	16.90
\$ 3.44	7.57	\$ 3.96	9.13	\$ 4.48	10.69	\$ 5.00	12.25	\$ 5.52	13.81	\$ 6.04	15.37	\$ 6.56	16.93
\$ 3.45	7.60	\$ 3.97	9.16	\$ 4.49	10.72	\$ 5.01	12.28	\$ 5.53	13.84	\$ 6.05	15.40	\$ 6.57	16.96
\$ 3.46	7.63	\$ 3.98	9.19	\$ 4.50	10.75	\$ 5.02	12.31	\$ 5.54	13.87	\$ 6.06	15.43	\$ 6.58	16.99
\$ 3.47	7.66	\$ 3.99	9.22	\$ 4.51	10.78	\$ 5.03	12.34	\$ 5.55	13.90	\$ 6.07	15.46	\$ 6.59	17.02
\$ 3.48	7.69	\$ 4.00	9.25	\$ 4.52	10.81	\$ 5.04	12.37	\$ 5.56	13.93	\$ 6.08	15.49	\$ 6.60	17.05
\$ 3.49	7.72	\$ 4.01	9.28	\$ 4.53	10.84	\$ 5.05	12.40	\$ 5.57	13.96	\$ 6.09	15.52	\$ 6.61	17.08
\$ 3.50	7.75	\$ 4.02	9.31	\$ 4.54	10.87	\$ 5.06	12.43	\$ 5.58	13.99	\$ 6.10	15.55	\$ 6.62	17.11
\$ 3.51	7.78	\$ 4.03	9.34	\$ 4.55	10.90	\$ 5.07	12.46	\$ 5.59	14.02	\$ 6.11	15.58	\$ 6.63	17.14

DOE Diesel Fuel Web Site - <http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>

CITY OF RIFLE, COLORADO

SOLID WASTE REMOVAL AND RECYCLABLE COLLECTION SERVICES AGREEMENT

1.0 PARTIES

This agreement ("Agreement") is made effective February 1, 2017, by and between the City of Rifle, Colorado ("City"), and Mountain Roll-Off, Inc., d/b/a Mountain Waste & Recycling, a Colorado Corporation ("Mountain Waste").

2.0 RECITALS AND PURPOSE

- 2.1 On September 21, 2011 the City and MOUNTAIN WASTE entered into that certain Solid Waste Removal and Recyclables Collection Agreement (the "2011 Agreement") and MOUNTAIN WASTE has been providing solid waste removal and recyclable collection services for the City from 2012 through 2016; and
- 2.2 City surveys of the community rank very high the solid waste removal and recyclable collection services they receive and the City desires to extend the 2011 Agreement with the revised terms and conditions contained herein; and
- 2.3 MOUNTAIN WASTE represents that it has the special expertise and background necessary to provide the City with waste removal and recycling services; and
- 2.4 The City hereby desires to enter into an agreement with MOUNTAIN WASTE for the purpose of providing waste removal and recycling services for the City.

3.0 SCOPE OF SERVICES

- 3.1 MOUNTAIN WASTE agrees to provide waste and recyclable material collection and removal services to the City and to single-family residences within City limits as described in this section. The specific details of said services are identified and explained in the selected portions of the Solid Waste Pick-up and Disposal Proposal attached hereto as **Exhibit A** and incorporated herein by this reference.

3.2 RESIDENTIAL COLLECTION SERVICES

- a. MOUNTAIN WASTE shall perform waste and recyclable collection services four times per week between the hours of 7:00 A.M. and 7:00 P.M. during the term of this Agreement. If a regularly-scheduled collection day is affected by a holiday, MOUNTAIN WASTE may schedule a different weekday within the same week to provide the collection services. MOUNTAIN WASTE shall provide each resident in the City, on no less than an annual basis, a calendar setting the collection schedule and providing contact information for MOUNTAIN WASTE. The calendar should

clearly note any deviation from the normal collection due to holidays. In the event MOUNTAIN WASTE needs to alter a collection day from what is reflected on the calendar MOUNTAIN WASTE must provide notice to the City Manager and every resident customer no later than two (2) weeks prior to the scheduled change. Notice may be in writing or through a phone system set up by MOUNTAIN WASTE and approved by the City Manager.

- b. Residential collection services shall be provided on a door-to door basis. All trash and rubbish will be placed in a receptacle provided by and/or acceptable to MOUNTAIN WASTE. For trash and rubbish, MOUNTAIN WASTE will offer each resident the option of one (1), sixty-four (64) or ninety-six (96) gallon container provided by MOUNTAIN WASTE. MOUNTAIN WASTE will allow each resident to change their selection of container within the first sixty (60) days of commencement of service at no charge. Thereafter, MOUNTAIN WASTE will charge residents a switch fee of \$25.00 any time a resident changes their container size. MOUNTAIN WASTE shall also provide each residence one (1) 18-gallon recycling bin (blue) for commingled recyclable materials and a second 18-gallon recycling bin (yellow) for paper products at no additional cost. Residents may request additional recycling bins from MOUNTAIN WASTE, and MOUNTAIN WASTE will provide and service each additional bin, at the cost of \$10.00 per additional bin per month with such costs to be billed directly to residents by MOUNTAIN WASTE. MOUNTAIN WASTE shall establish a list of materials accepted for recycling and customer instructions for preparing the materials for recycling. MOUNTAIN WASTE may change the recycling materials list and preparation instructions only upon two (2) weeks prior notice to the City Manager and City residents. MOUNTAIN WASTE will not provide clean-up service where trash, garbage, or recyclables have been scattered by animals or otherwise. Waste and recycling containers shall be placed at the curb, or where applicable, at the alley line, prior to the scheduled time for collection and shall be located at least 3 feet from any obstacle. MOUNTAIN WASTE shall have no obligation to pick up and empty any trash or recycling container located inside a fence or gate or across a ditch, within garages or other improvements, or otherwise not located at the curb or alley line as herein above required.
- c. MOUNTAIN WASTE will additionally collect and dispose of three (3), 45-gallon bags of yard waste and organic debris per week per residence at no charge to residential customers. Residents can arrange for MOUNTAIN WASTE to pick-up any bulk item(s) listed in Exhibit A. Each household is entitled to two (2) free bulk item pick-ups per year and will be charged per bulk item collected thereafter by MOUNTAIN WASTE. Residents can also arrange for MOUNTAIN WASTE to collect the electronic waste items listed in Exhibit A and shall be responsible for full payment of the costs associated therewith. MOUNTAIN WASTE reserves the right to discontinue e-waste collection and disposal in the event the local source for disposal thereof is eliminated.
- d. The residential collection services provided by MOUNTAIN WASTE shall not include the hauling of construction or remodeling materials, waste, or debris;

automobile or truck parts; trees or large branches greater than two (2) inches in diameter; tree limb bundles greater than four (4) feet in length, two (2) feet in diameter, and 60 pounds in weight; commercial tree-trimming waste; or any other item so listed in Exhibit A.

3.3 CITY WASTE REMOVAL SERVICES.

- a. MOUNTAIN WASTE shall provide waste and recycling receptacles of sizes of the City's choosing provided for in Exhibit A and shall provide collection and disposal services for the same at the rates set forth in Exhibit A.
- b. MOUNTAIN WASTE shall haul and dispose of the content of two, 40-yard containers per year at no charge to the City. The City shall be responsible for paying for any and all container removal and landfill fees beyond the two free pulls per year. By way of example, the City can choose to use its two free hauls at the City-wide Clean-Up Day or split them between the City-wide Clean-Up Day and other City event. MOUNTAIN WASTE shall cooperate with the City concerning outreach about the Clean-Up Day events.

3.4 MOUNTAIN WASTE shall provide outreach and educational services consistent with the scope set forth in Exhibit A. Within fifteen (15) days of the effective date of this Agreement, MOUNTAIN WASTE shall provide an initial informational packet approved by City staff to all City residents in both Spanish and English.

3.5 MOUNTAIN WASTE agrees to furnish the best skill and judgment and to cooperate with the City Manager, City Public Works Director, City Engineer, City Attorney, and other City designees in furthering the interests of the City.

3.6 MOUNTAIN WASTE shall maintain a physical staffed office in the City of Rifle for the duration of this Agreement as an expressed material term and condition of this Agreement.

4.0 COMPENSATION

4.1 The City shall pay MOUNTAIN WASTE for the collection services set forth herein at the rates listed in Exhibit A. MOUNTAIN WASTE shall bill the City in arrears on a monthly basis for basic residential and all City-related waste and recycling collection services. Customer-specific charges such as additional recycling service and e-waste and bulk item collection will be billed by MOUNTAIN WASTE directly to the resident(s) requesting such services. The City shall not be liable in any manner for collecting or paying any customer-specific charges or fees.

4.2 MOUNTAIN WASTE shall provide trash and recycling containers and collection services for City-sponsored events at a cost of \$20 per container-yard per empty. By way of illustration only, if a 4-yard container is needed for a particular event, the cost to the City of MOUNTAIN WASTE's providing the container, hauling it away, and disposing of its contents would be \$80 each time the container is emptied. The rate set forth in this Section 4.2 includes MOUNTAIN WASTE's rates as well as any and all landfill or disposal facility

fees.

- 4.3 Upon MOUNTAIN WASTE's written request to the City and subsequent approval by the City Council, the rates set forth in Exhibit A and in this Section 4 may be adjusted annually on each anniversary of the date of this Agreement by the increase, if any, in the CPI Denver Metro (All Items), but in no event shall the increase of any rate set forth in Exhibit A or this Section 4 be less than 2.5% nor more than 5%; provided, however, there shall be no minimum CPI increase in 2018 which will be based on the actual CPI increase if less than 2.5%. MOUNTAIN WASTE shall make such written request at by September 1 prior to each anniversary date and explain the basis for any requested increase.
- 4.5 As of the date of this Agreement, MOUNTAIN WASTE delivers its collected recyclable materials at the Eagle County Materials Recovery Facility ("Facility"). Notwithstanding Section 4.4 of this Agreement, if the Facility significantly increases its rates, closes, or otherwise refuses to accept MOUNTAIN WASTE's recycling materials, the City agrees to consider, upon written request from MOUNTAIN WASTE, an increase in base rates or elimination of residential recyclable collection services. MOUNTAIN WASTE shall notify the City as soon as possible upon its learning of the occurrence of any of the events identified in this Section 4.5.
- 4.6 In addition to the rates identified in Section 4 of this Agreement, on a monthly basis, the City shall pay a fuel protection surcharge ("Surcharge") to MOUNTAIN WASTE based on the per-gallon cost of diesel fuel as shown on the chart found in **Exhibit B**, attached hereto; provided, however, that no Surcharge will be billed to the City unless and until the weekly average cost of diesel fuel, calculated in accordance with this Subsection, reaches \$3.00 per gallon. The Surcharge billed to the City prospectively on a quarterly basis will be based on the preceding quarter's average of the Rocky Mountain price of diesel fuel reported weekly by the Department of Energy in its retail On-Highway Prices index. The Surcharge assessed in a particular quarter will be the same for the duration of that quarter. MOUNTAIN WASTE is responsible for tracking diesel fuel prices and calculating and invoicing the City for the appropriate Surcharge, if any.
- 4.7 At reasonable times during the term of this Agreement MOUNTAIN WASTE may petition the City for adjustments in the base rates set forth herein based upon documented changes in the cost of doing business, such as revised laws or regulations, changes in disposal locations, or changes in disposal fees. Any such increase must be approved by City Council.
- 4.8 Any payment obligations of the City for fiscal years after the year in which this Agreement is executed shall be subject to and contingent upon annual budgeting and appropriation of funds by the City.

5.0 TERM

- 5.1 MOUNTAIN WASTE's services under this Agreement shall commence on February 1, 2017 and shall continue until December 31, 2021 unless earlier terminated by the parties as

set forth herein ("Initial Term"). The City shall have the option of renewing this Agreement for two consecutive two-year periods ("Renewal Period(s)"). If City desires to renew this Agreement, it shall provide written notice to MOUNTAIN WASTE within sixty days of the date the Initial Term or Renewal Period, as applicable, ends pursuant to this Section 5.1.

6.0 INSURANCE

- 6.1 MOUNTAIN WASTE and its subcontractors, if any, shall be required to carry, at their own expense, workers' compensation insurance, comprehensive general liability insurance, and vehicle liability insurance in amounts that match those set forth in the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, as are presently in effect or are later amended. Evidence of such insurance coverage is attached hereto and incorporated herein as **Exhibit C**. MOUNTAIN WASTE shall add the City as an additional insured party to said policies. MOUNTAIN WASTE shall maintain this insurance coverage, at a minimum, for the Initial Term of this Agreement. Should this Agreement be extended for one or more Renewal Terms, MOUNTAIN WASTE's insurance shall be maintained during said Renewal Period(s). In the event of any changes to the attached coverages, including, but not limited to, changes to the vehicle fleet, MOUNTAIN WASTE shall provide the City with a copy of the amended certificate(s) showing the City as an additional insured within thirty (30) days of the change. On the anniversary date of each policy MOUNTAIN WASTE is required to maintain pursuant to this Agreement, MOUNTAIN WASTE shall provide the City with certificates of insurance showing the City as an additional insured.
- 6.2 The parties hereto understand and agree that City is relying on and does not waive or intend to waive by this Agreement or any provision hereof, the monetary limitations and any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. §24-10-101 *et seq.* as amended from time to time or otherwise available to City.

7.0 INDEMNIFICATION

- 7.1 MOUNTAIN WASTE agrees to indemnify and hold harmless the City, and its officers and its employees, from and against any liability, demands, and expenses, including reasonable court costs and attorney fees, on account of any injury, loss, or damage, which arise out of or are in any manner connected with the work to be performed under this Agreement, if such injury, loss, or damage is caused by, or is claimed to be caused by the negligent act, error or omission or other fault of MOUNTAIN WASTE or any officer or employee of MOUNTAIN WASTE or any subcontractor of MOUNTAIN WASTE or any other person for whom MOUNTAIN WASTE is directly responsible. The obligations of this Section 7 shall not extend to any injury, loss, or damage which is caused solely by the act, omission, or other fault of the City or parties under the City's control. This obligation shall survive the termination of this Agreement.

8.0 INDEPENDENT CONTRACTOR

- 8.1 MOUNTAIN WASTE shall be an independent contractor and not an agent or employee of the City. Any provisions in this Agreement that may appear to give the City the right to

direct MOUNTAIN WASTE as to details of doing work or to exercise a measure of control over the work mean that MOUNTAIN WASTE shall follow the direction of the City as to end results of the work only. MOUNTAIN WASTE is obligated to pay all federal, state and local income tax or other applicable tax on any moneys earned or paid pursuant to this Agreement. Nothing herein shall create or be construed as creating a partnership, joint venture or agency relationship between the parties, and no party shall have the authority to bind the other in any respect.

- 8.2 MOUNTAIN WASTE does not have the express or implied power to bind the City in any manner except as directly related to the duties of this Agreement or without the express lawful consent of the City Manager.

9.0 ASSIGNMENT

- 9.1 MOUNTAIN WASTE shall not assign or delegate this Agreement or any portion thereof, or any monies due or to become due hereunder without the City's prior written consent.

10.0 TERMINATION

- 10.1 This Agreement may be terminated by either party for material breach or default of this Agreement by giving the other party written notice at least thirty (30) days in advance of the termination date. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available.
- 10.2 In addition to the foregoing, this Agreement may be terminated by the City for its convenience and without cause of any nature by giving written notice to MOUNTAIN WASTE at least one hundred eighty (180) days in advance of the proposed termination date; provided, however, that the City shall not have the right to terminate this Agreement pursuant to this Subsection for the purpose, without cause, of engaging a new company to be the sole provider within the City of the services identified in this Agreement. In the event the City properly terminates this Agreement pursuant to this Subsection, MOUNTAIN WASTE will be paid for the reasonable value of the services rendered to the date of termination, and upon such payment, all obligations of the City to MOUNTAIN WASTE or MOUNTAIN WASTE to the City under this Agreement will cease. Termination pursuant to this Subsection shall not prevent either party from exercising any other legal remedies which may be available.
- 10.3 Failure on the part of the City to appropriate sufficient funds for the administration of this Agreement in any given year shall also serve to terminate this Agreement, and all prospective obligations of the parties under this Agreement will cease. Termination pursuant to this Subsection shall not prevent either party from exercising any other legal remedies which may be available and shall not be construed as a waiver of MOUNTAIN WASTE's right to collect amounts owed from the City.
- 10.4 Neither party shall be liable to the other under this Agreement for any delay in, or failure of, performance where performance is prevented or delayed by acts of God, fire, explosion,

accident, flood, earthquake, epidemic, war, riot, rebellion, restraints or injunctions, or other legal processes from which a party affected cannot reasonably relieve itself by security or otherwise.

11.0 REPORTS/INSPECTION/OPEN RECORDS

- 11.1 The City and its duly authorized representatives shall have access to any books, documents, papers, and records of MOUNTAIN WASTE and its subcontractors that are related to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions.
- 11.2 MOUNTAIN WASTE shall provide the City with quarterly reports as described in Exhibit A and that include residential, industrial, and commercial data.
- 11.3 The City is subject to and bound by the Colorado Open Records Act, § 24-72-101 *et seq.* C.R.S. Any and all documents MOUNTAIN WASTE prepares pursuant to this Agreement may be subject to production and/or reproduction pursuant to those statutes, irrespective of any copyrights held by MOUNTAIN WASTE. MOUNTAIN WASTE hereby waives any claims of any kind whatsoever against City for the City's compliance or attempted compliance with the provisions of the Open Records Act.

12.0 INTEGRATION AND AMENDMENT

- 12.1 This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

13.0 CONTROLLING LAW

- 13.1 This Agreement is being executed and is to be performed in the State of Colorado and shall be enforced and construed according to the laws of the State of Colorado. Venue for disputes arising under this Agreement shall be in the District Court for Garfield County, Colorado.

14.0 APPROPRIATION

- 14.1 No provision of this Agreement shall be construed or interpreted: i) to directly or indirectly obligate City to make any payment in any year in excess of amounts appropriated for such year; ii) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever within the meaning of Article X, Section 6 or Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision; or iii) as a donation or grant by City to or in aid of any person, company or corporation within the meaning of Article XI, Section 2 of the Colorado Constitution.

15.0 EMPLOYMENT OF OR CONTRACTING WITH ILLEGAL ALIENS

15.1 As used in this Agreement, the following words or phrases shall have the following meanings:

- a. Contractor means Mountain Waste & Recycling, Inc.
- b. E-Verify Program means the electronic employment verification program created in Public Law 104-208, as amended and expanded in Public Law 108-156, as amended and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program.
- c. Department Program means the employment verification program established pursuant to Section 8-17.5-102(5)(c), C.R.S.

15.2. The Contractor shall not:

- a. Knowingly employ or contract with an illegal alien who will perform work under this Agreement; or
- b. Enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

15.3. The Contractor certifies that it does not knowingly employ or contract with an illegal alien who will perform work under this public contract for services, and that the Contractor will participate in the E-Verify Program or Department Program in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services. The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program. The Contractor is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.

15.4. If the Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or Contracts with an illegal alien, the Contractor shall:

- a. Notify the subcontractor and the City within three days that the Contractor has actual knowledge that the subcontractor is employing or Contracting with an illegal alien; and
- b. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to subparagraph (1) of this paragraph 15.4 the subcontractor does not stop employing or contracting with the illegal alien, except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or Contracted with an illegal alien.

15.5. The Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment ("Department") made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-101, *et seq.*

15.6. If Contractor violates this Attachment, the City may terminate the Contract for breach of the Contract. If so terminated, the Contractor shall be liable to the City for actual and consequential damages.

16.0 NOTICES

16.1 Any notices required or permitted under this Agreement shall be in writing and shall be deemed given when personally delivered or, if mailed, three (3) days after being deposited in the United States certified mail, postage prepaid, return receipt requested, and addressed as follows. Either party may change the address to which notices should be delivered by providing notice in accordance with this Section 24.

TO CITY: City of Rifle
P.O. Box 1908
Rifle, Colorado 81650
Attn: City Manager

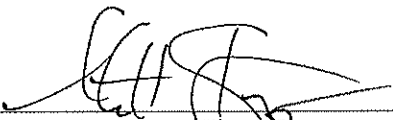
With a copy to: James Neu, Esq.
Karp Neu Hanlon, P.C.
201 14th Street, Suite 200
Glenwood Springs, CO 81601

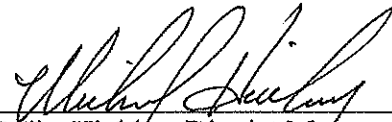
TO MOUNTAIN WASTE: Mountain Roll-Off, Inc. d/b/a Mountain Waste & Recycling
PO Box 999
Carbondale, Colorado 81623

SO AGREED and made effective as of the date set forth above.

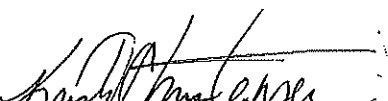
CITY OF RIFLE, COLORADO:

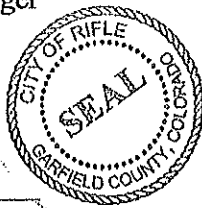
MOUNTAIN WASTE:

By: 
Matt Sturgeon, City Manager

By: 
Mike Hinkley, District Manager

ATTEST:


Kristy Christensen, City Clerk





Agenda Item #7.b.

Agenda Item Name:

Consider Appointing Erick Perez to the Downtown Development Authority (DDA) Board

Presenter:

Item Description:

Erick Perez has expressed interest in filling the vacant DDA position.

Recommended Action:

Approve the appointment of Erick Perez

Fiscal Impact:

None

Operational Impact:

None

Prior Board Motions:

None

Background Information:

The Rifle Downtown Development Authority allows for 11 Board Members. Currently, there are 10 Board Members and 1 vacancy. Erick Perez has expressed interest in filling the vacant DDA position. Erick is owner of Cafe' Kape'.

The DDA Board recommends approval of the appointment of Erick Perez to the DDA Board for a period of four years.

Executive Summary:

None

Notification Requirements:

None

Prepared By:

Misty Williams, City Clerk

Attachments:

1. DDA Appointment - Perez



**DOWNTOWN
DEVELOPMENT
AUTHORITY
RIFLE, COLORADO**

MEMORANDUM

Rifle City Council
202 Railroad Ave.
Rifle, CO 81650

October 6, 2021

RE: DDA Board Recommendation

Please accept the DDA Board's recommendation to appoint **Erick Perez** to the DDA Board for a four year term. As a new business owner of Café Kape in the downtown district on W 3rd St., he brings enthusiasm and vision for the downtown.

Thank you,

Helen Rogers
DDA Part-Time Manager

Erick Perez
108 W 3rd St. Rifle, CO, 81650
(970)618-2682
erickdavidperez@outlook.com

October 5, 2021
Downtown Development Authority
Position: Board Member

Dear Ms. Rogers,

I would like to propose my candidacy for the board member position at Downtown Development Authority. I am the owner at Café Kapé, the new family-owned business on 3rd st.! I am interested in his position as I have always been someone to lookout after my community. The city of Rifle is fantastic and now that I am part of downtown, I would like to have more of an impact by joining DDA. I have always loved planning, directing, coordinating and overseeing projects. Please review my resume for examples of how I've been involved with my community.

As you know from my interaction at the bakery, I am someone that loves being out in public and communicating with others so this might be helpful as a board member. My native language is Spanish, and I am fluent in English. I was raised in the valley and graduated from Aspen High School in 2012.

Getting an opportunity to be part of DDA as a board member would be an incredible opportunity and honor for me. Please let me know if you have any questions or would like to know more about me.

Thank you for considering me.

Sincerely

Erick Perez

Erick Perez

ERICK PEREZ, MBA

erickdavidperez@outlook.com

[970.618.2682](tel:970.618.2682)

[linkedin.com/in/erick-perez](https://www.linkedin.com/in/erick-perez)

BUSINESS DEVELOPMENT MANAGER

Servant Leader | Visionary | Strategic | Curious | Bold

Known as a collaborative team leader who brings a global perspective to identify problems and implement effective and impactful solutions. With a proven record of generating and building relationships, managing projects from concept to completion, designing educational strategies, and coaching individuals to success. Bilingual (Spanish and English).

Strengths include:

- **Managing Teams**
- **Business Development**
- **Project Management**
- **Event Planning**
- **Client / Vendor Relations**
- **Product Development**

PROFESSIONAL EXPERIENCE

PEREZ MANAGEMENT, Aspen, CO

2020 - 2021

Property Manager

- Oversee maintenance, administration, and improvements for 21 luxury properties and 20 condominiums.
- Meet the needs of homeowners and property owners, but also those of the renters that expect a clean and well-maintained rental.
- Responsible for all areas of maintenance including, electrical repair, construction, painting, sprinklers, gardens, plumbing, snow removal, and air conditioning.
- Monitor outside contractors repair work to ensure value for money for my clients.

THRIVENT FINANCIAL, Minneapolis, MN

2018 - 2020

Business Development Manager, College Planning

2020

- Managed care and nurturing of relationships nationwide with Community Engagement Teams (CET) and Thrivent Member Network (TMN), increasing brand awareness and market share.
- Promoted educational events and trained facilitators on effective delivery. Workshops and webinars achieved highest attendance numbers among field offerings nationwide.
- Equipped satellite offices to increase customer base by building brand awareness, marketing support and training, resulting in increased membership.

Marketing Specialist, Student Resources

2018 - 2019

- Managed over \$1M budget for a Gen Z Discovery initiative. Ensured team and partners developed a collective conscience around maximizing business value through relentless commitment to critical thinking, problem-solving, clear communication, and a product choice mindset.
- Partnered with variety of external vendors including product development agencies, marketing and advertising agencies, and Gen Z subject matter experts from partner universities, enhancing understanding of target market and ultimately helping company take its mission to the next level.
- Built and presented a value-added proposition to the executive leadership team, focusing on Gen Z market to further organizational strategies.
- Designed, built, and tested prototypes for key projects identified through research and consultation.

Brand and Market Insights

2018

- Facilitated marketing and communications, building brand relevancy and authenticity among Gen Z market.
- Researched latest trends and prepared discussion guides for consumer target.

THRIVENT FINANCIAL (Continued)

- Analyzed feedback survey to summarize lessons learned; presented findings and recommendations to marketing team, enabling improvement for how to reach target market.
- Identified innovative opportunities for improving Gen Z experience, through series of interactive in-person workshops, stakeholder interviews, and a group mapping exercise.

Industry Development Intern**2018**

- Collaborated with Thrivent's Latino Career Channel and Thrivent Student Resources, defining and prioritizing new ways to reach the Latino market.
 - Worked closely with National Director of New Business Development, developing and prioritizing corporate strategy, key projects, areas of analysis, and operational benchmarks.
- Created 4 modules in English and Spanish, considering cultural differences and immigration policies, and meeting needs of Latino community in the United States.

JUAN CERVANTES-STATE FARM, Saint Paul, MN**2016 - 2017****Bilingual Insurance Representative**

- Fully licensed as a general lines agent (property & casualty, life & health).
- Promoted client retention through high-quality customer service and follow-through.
- Gathered and analyzed relevant customer financial and historical data, determining eligibility and appropriate rate.
- Implemented agency's marketing plan and direct mail campaigns, attracting and retaining customers.
- Delivered prompt and cost-effective service to internal and external customers, offering in-depth explanation of policies, including all advantages and disadvantages of various options.

DEPARTMENT OF MODERN LANGUAGES, Saint Peter, MN**Student Administrative Support****2013 - 2016**

- Ensured comprehensive logistical support for departmental staff and administration.
- Maintained detailed records, generated reports, and coordinated meetings in fast-paced atmosphere.
- Managed and streamlined administrative processes, improving accuracy, efficiency, and achieving objectives.

RESIDENTIAL LIFE, Saint Peter, MN**Collegiate Fellow****2014 - 2015**

- Marketed, developed, and led programs, promoting academic excellence, addressing student needs, and encouraging involvement among residents.
- Coordinated with other Collegiate Fellows and professors and school staff, developing educational and social programs for a strong, positive, and inclusive community.
- Implemented College policy by mediating conflicts, acting as resource and referral agent, and providing general emotional support system for peers.
- Specially selected to conduct the following year selection process for incoming Collegiate Fellows.

EDUCATION**Master of Business Administration (MBA), University of St. Thomas Opus College of Business, Minneapolis, MN, 2018****Bachelor of Arts (BA), Majors: Financial Economics, Latin American Latino & Caribbean Studies;****Minor: Spanish; Gustavus Adolphus College, Saint Peter, MN, 2016**



Agenda Item #7.c.

Agenda Item Name:

Consider Fee Waiver Request & Reserving a Unit for a City of Rifle Employee for the Habitat for Humanity Project at Wapiti Commons

Presenter:

Patrick Waller, Planning Director

Item Description:

Consider a fee waiver request from Habitat for Humanity, receive updated information on reserving a unit for a City of Rifle employee, and update on City of Rifle grant.

Recommended Action:

Staff recommends that Council memorialize the \$100,000 impact fee waiver previously discussed and provide Staff direction on whether or not a unit should be reserved for City of Rifle Staff.

Fiscal Impact:

The granting of fee waivers will impact associated development funds.

Operational Impact:

N/A

Prior Board Motions:

None, although Council has given Staff direction during Workshops that \$100,000 fee waiver is appropriate.

Background Information:

Council has held two previous work sessions to receive information on the Habitat for Humanity Fee Waiver Request.

Executive Summary:

Habitat is requesting a formal board motion to memorialize the fee waiver. Additionally, the applicant has provided information that based on the fee waiver a unit may be reserved for a City of Rifle employee. Staff will also update Council on a grant is being applied for where the City could get reimbursed for our fee waiver through the State.

Notification Requirements:

N/A

Prepared By:

Patrick Waller, Planning Director

Attachments:

1. Staff Memo - Habitat for Humanity - Fee Waiver Request
2. Wapiti Commons Homeownership Criteria
3. HFH RFV Family Selection Policy - Example
4. APCHA Basalt Vista Deed Restriction - Example
5. Basalt Vista RFSD Deed Restriction Amendment - Excerpt



MEMORANDUM

To: Honorable Mayor and City Council
From: Patrick Waller, AICP, Planning Director
Date: October 20, 2021
Subject: Fee Waiver Request – Habitat for Humanity - Wapiti Commons

BACKGROUND

Habitat for Humanity is in the process of submitting a Major Subdivision application for the development of 10 Townhomes and 10 Condos on two parcels located in the Wapiti Commons Subdivision. The project will be located off of Smith Street and Wapiti Avenue. Habitat has indicated that the units will be deed restricted and targeted to residents who make approximately 70%-100% of the household AMI (Area Median Income) for Garfield County. This means the Townhomes are anticipated to sell for \$240,000 - \$290,000 and the Condos are anticipated to sell for \$170,000 - \$190,000.

PREVIOUS BOARD ACTION

Council has previously held two workshops to receive information on the project. As a result of these Workshops, Staff received direction from Council that a Fee Waiver of \$100,000 was appropriate. As Habitat moves forward with their project, they are requesting a formal motion to memorialize the commitment.

OTHER FEE WAIVERS, GRANT POSSIBILITIES, AND CITY OF RIFLE UNIT

Staff is working with the applicant to apply for a Department of Local Affairs Affordable Housing grant which would refund any fees that were waived by the City. If awarded this grant, Staff would suggest that Council consider waiving all applicable fees (including Building Permit and Plan Review fees). The overall fee number identified by the applicant (including building permit fees) is \$321,334.68. However, grant funding will not be awarded until December of this year. Council could consider further waivers at that time, if the grant is approved.

Habitat has also indicated that a unit can be reserved for a City of Rifle employee with the \$100k fee waiver. If Council would like to move forward with this opportunity, direction can be provided to Staff to work with Habitat to finalize related specifics.

WAPITI COMMONS

HOMEOWNERSHIP PROPOSED CRITERIA

Habitat for Humanity Roaring Fork Valley is proposing construction of 20 affordable housing units on a parcel of land in South Rifle called Wapiti Commons. Ten of the homes are planned as condominiums and will consist of a 2 level quad-plex and a 3 level six-plex. Eight of the ten units will be ADA accessible. The condominiums will be approximately 1000 sq. ft., 2 bedroom, 1 bath and will be desirable to active older adults or those with disabilities. Eight of the ten condos will have garages and two will have carports. The remaining 10 homes are planned as duplex townhomes, approximately 1600 sq. ft., 3 bedroom, 2 bath, 1 car garage, intended for working families and young professionals. Habitat for Humanity RFV intends to incorporate high performance construction with energy efficient appliances and heating/cooling systems to achieve net-zero energy efficiency. A homeowners association (HOA) will be established to maintain common areas and exteriors, with monthly HOA dues comparable to other projects in the area. All the homes will be deed restricted for owner occupancy and resale value, using a master deed restriction similar to restrictions used by Garfield and Aspen/Pitkin County housing authorities, sample attached. Additional restrictions for unit-related criteria, such as age or employment stipulations required by institutions Habitat for Humanity RFV partners with, would be outlined in an addendum.

Habitat for Humanity RFV selects homeowners to purchase the homes they build through a selection process handled by a trained family selection committee and following an established policy. The homeowner selection policy for Wapiti Commons has not been finalized, but a sample Family Selection Policy is attached as an example of the criteria considered by Habitat for Humanity RFV in the past. A selection policy for Wapiti Commons may include household income limits specific to the type of unit a homeowner is applying for, and set at 70% to 100% or more, of the area median income for Garfield County. At this time, Habitat is anticipating the income limit for the condominiums could be as low as 70% AMI, but has not determined income limits for the townhomes to allow for flexibility of income ranges based on institutional or business partnerships.

Habitat for Humanity RFV will establish priorities for homeowners living or working in the geographic area surrounding Rifle, CO, of Parachute to Silt, with zip codes of 81650, 81635, and 81652. Applicants will be required to demonstrate residency and employment in the geographical area.

Priority for the eight ADA condominiums will be given to older adults 60 years and up, or someone who is disabled. It has not been determined if there will be a recorded restriction for age or disability, that will be specified as Habitat for Humanity RFV finalizes partnerships and grant opportunities.

Habit for Humanity RFV is seeking partnerships with local employers and institutions in Rifle with allocation of townhome units for the partner's employees. The homes would be purchased by the employee, following the established selection criteria, and homes are not intended to be sold to the employer for use as rental units. Employment restrictions may be set by the employer and would be included in the family selection policy for Wapiti Commons, and could be added to the deed restriction as an amendment for their specific units. A sample of an amendment for Roaring Fork School District is attached.

Because construction costs are still being calculated, the approval process has not been finalized and sales prices are preliminary, the final sales prices have not been determined. Based upon initial estimates, it is anticipated Habitat for Humanity RFV could have a funding gap between \$113 to \$139K on the condominiums, and \$165K on the townhomes. Habitat for Humanity RFV estimates a townhome unit could be allocated to a partner for a donation of \$100,000 in cash or like-kind donations of materials, labor or fees. Habitat for Humanity RFV is actively in conversation with institutions and employers in the Rifle area, and it is our intention to serve the workforce that lives and works in the Rifle community.

Habitat for Humanity Roaring Fork Valley

FAMILY SELECTION POLICY

I. Purpose To specify and communicate a clear and uniform process for choosing Partner Families.

II. Selection Criteria Habitat for Humanity Roaring Fork Valley (HFH-RFV), utilizes a Family Selection Committee (FSC) to guide the selection process for a Partner Family. The committee is made up of community volunteers as well as Habitat board and staff members. They are provided with extensive training which includes the importance of confidentiality throughout the process. Partner families will be selected according to the following criteria:

1. Need: Applicants must demonstrate a need for adequate shelter.

- a. Partner Families must currently live in substandard, crowded or unaffordable housing, or housing that for some reason does not meet the needs of the family.
- b. Preference will be given to families who are first-time homeowners (defined by not owning a home in the last 3 years.)
- c. A home visit and interview by members of the family selection committee will help determine if a family meets this criteria.

2. Ability to Pay: Applicants must meet financial requirements.

- a. Income limits based on the area median income limits established for the county that the home is being built in.
- b. Have the ability to make a monthly mortgage payment based on approximately 28% of their gross income.
- c. The FSC will consider factors such as debt-to-income ratios, work history, credit history and credit scores.
- d. Applicants must be able to get approved for a mortgage.

3. Willingness to Partner: Be willing to participate in the process.

- a. Full participation in the application process including providing income and asset documentation required.
- b. Ability to complete 250 hours of sweat equity per applicant prior to moving in or within a specified period of time after closing.
- c. Attendance in the homeownership preparation and financial training classes.

- d. Participation in program publicity.
- e. Ability to save \$2,000 to \$4000 towards closing costs
- f. Willing to continue to partner with Habitat after their home is finished through on-time mortgage payments, volunteerism, and home upkeep and safety.

4. Residency: Applicants must meet residency requirements

- a. Be citizens of the United States or a legal permanent resident.
- b. Must live or work in the designated area, preferably for at least 12 months prior to application.

III. Family Selection Process

1. HFH-RFV will advertise for 6 weeks that it is accepting applications for the current family selection process through means such as newspaper, social media, radio or direct community outreach to area non-profits and large employers.

2. Documentation that HFH-RFV requires during the application process will include, but is not limited to:

- a. Pre-application form available for initial pre-screening, optional
- b. HFH Application
- c. Two years of federal tax returns, including W2s
- d. Two months of bank statements, all pages
- e. Paystubs covering 1 month
- f. Verification from current landlord and past landlord if less than 12 months
- g. Driver's Licence, Social Security Card or Permanent Resident Card
- h. References from 3 non-family members
- i. Allow a credit report to be obtained and do a background check

3. The Homeowner Services Director will initially process applications received to confirm they are complete and that each applicant demonstrates the ability to meet the selection criteria.

4. The FSC will then meet on several occasions to review the applications and determine which families will receive a home visit.

5. Each FSC committee member will be required to sign a confidentiality statement.

6. Following home visits, the FSC will select finalists for purposes of a final panel interview with the full committee, to make recommendations to Habitat's Board of Directors

7. Board approves Partner Family choice(s).

IV. Denial

1. Any applicants who do not meet the family selection requirements stated above will be notified in writing within 30 days of the determination. The notice will state the reasons for the adverse action and the procedure and suggested actions needed for reapplication, if appropriate.

2. If the applicant is not selected after the home visit, they will be notified in writing within 30 days of the selection of the next partner families. The notice will state the reasons for the adverse action and the procedure and suggested actions needed for reapplication, if appropriate.

3. HFH-RFV will not maintain a waiting list for partner families..

4. Records for all applications received will be retained in a secure location for a minimum of 3 years.

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V. Special Case Family Scenarios:

1. HFH-RFV reserves the right to select a family due to extenuating circumstances deemed by staff outside of the typical family selection process.

2. Any such partner families will be required to complete all typical application paperwork.

Habitat for Humanity of the Roaring Fork Valley is an equal opportunity housing provider: race, color, ethnic origin, religion, gender and family composition are not factors considered.

***DEED RESTRICTION AGREEMENT
FOR THE OCCUPANCY AND RESALE
OF BASALT VISTA HOUSING PROJECT***

THIS DEED RESTRICTION AGREEMENT FOR THE OCCUPANCY AND RESALE OF BASALT VISTA HOUSING PROJECT (the "Agreement") is made and entered into this _____ day of _____ 2019, by **BASALT VISTA AFFORDABLE HOUSING PARTNERSHIP, LLC** (hereinafter referred to as "Owner" or "Declarant"), for the benefit of the parties and enforceable by the **BOARD OF COUNTY COMMISSIONERS OF PITKIN COUNTY, COLORADO** (hereinafter referred to as the "BOCC") and **THE TOWN OF BASALT, COLORADO** (hereinafter referred to as the "Town").

WITNESSETH:

WHEREAS, **Owner/Declarant** owns the real property described in Exhibit "A" attached hereto and incorporated herein. For purposes of this Agreement, the real property and all dwellings, appurtenances, improvements and fixtures associated therewith shall hereinafter be referred to as the "Property" or "Unit" as the context requires.

WHEREAS, **Owner/Declarant** agrees to restrict the acquisition or transfer of the Property to "Qualified Buyers," as that term is defined in this Agreement, who fall within the **Category 2** income range established by the Aspen/Pitkin County Housing Authority ("APCHA") from time to time in its *Aspen/Pitkin Employee Housing Guidelines* (hereinafter the "Guidelines") and Town of Basalt Ordinance No. 25, Series of 2017. In addition, the Owner/Declarant agrees that this Agreement shall constitute a resale agreement setting forth the maximum resale price for which the Property or the Units may be sold ("Maximum Resale Price") and the terms and provisions controlling the resale of the Property or the Units. Finally, by this Agreement, Owner restricts the Property and the Units against use and occupancy inconsistent with this Agreement.

WHEREAS, an "**Owner/Declarant**" is the person or persons who owns the property at the time of this Agreement and who hereby adopts and enters into this Agreement with the BOCC voluntarily.

WHEREAS, "Qualified Buyers" are natural persons meeting the income, residency and all other qualifications set forth in the Town of Basalt Ordinance No. 25, Series of 2017 and the Guidelines, or its substitute, as adopted by the APCHA, or its successor, and in effect at the time of the closing of the sale to the Qualified Buyer, and who must represent and agree pursuant to this Agreement to occupy the Property or Unit as their sole place of residence, not to engage in any business activity on the Property, other than that permitted in that zone district or by applicable ordinance, not to sell or otherwise transfer the Property or Unit for use in a trade or business; and to continue meeting the employment, residency and other requirements as stated in this Agreement, and

as stated in the Guidelines as they are amended from time to time. Qualified Buyers require the prior approval of the BOCC.

WHEREAS, an "Owner" is a person or persons, approved by the BOCC, who is/are a Qualified Buyer who acquires an ownership interest in the Property or Unit in compliance with the terms and provisions of this Agreement, it being understood that such person or persons shall be deemed an "Owner" hereunder only during the period of his, her, or their ownership interest in the Property or Unit and shall be obligated hereunder for the full and complete performance and observance of all covenants, conditions and restrictions contained herein during such period.

WHEREAS, this document supersedes any previous deed restriction agreement for occupancy and resale associated with this Property or the Units.

WHEREAS, a "Unit" is the unit located at Gardener Way, Basalt, Colorado 81621, and further described in Exhibit "A".

NOW, THEREFORE, for value received, the receipt and sufficiency of which are hereby acknowledged, Owner hereby represents, covenants and agrees as follows:

USE AND OCCUPANCY

1. The use and occupancy of the Property or the Units shall henceforth be limited exclusively to housing for natural persons who meet the definition of Qualified Buyers and their families, and the other requirements of this Agreement and the Guidelines referred to above.

REQUIREMENTS

2. An Owner, in connection with the purchase of this Property or Unit, must: a) occupy the Unit or Property as his or her sole place of residence during the time that such Property or Unit is owned; b) not own, directly or indirectly through a legal entity, any interest alone or in conjunction with others, in any developed, residential property within the Ownership Exclusion Zone, or dwelling units in accordance with the limitations established by the Guidelines as amended from time to time; c) not engage in any business activity on or in such Property or Unit, other than permitted in that zone district or by applicable ordinance; d) sell or otherwise transfer such Property or Unit only in accordance with this Agreement and the Guidelines; e) not sell or otherwise transfer such Property or Unit for use in a trade or business; f) not encumber the Property or Unit with debt in any form which exceeds, at any time, the Maximum Resale Price of the Property or Unit as determined in accordance with Paragraph 10 and 11 of this Agreement; g) not permit any use or occupancy of such Property or Unit except in compliance with this Agreement; h) continue to meet the residence and employment requirements of a Qualified Buyer established by the Guidelines and as they are amended from time to time; i) continue to meet the other requirements of the applicable Guidelines as they are amended from time to time; and j) provide the BOCC and the Town

with information in accordance with paragraph 5 below. Recertification of employment, residency, the continued non-ownership of other property, and compliance with the other requirements of this paragraph and this Agreement shall be required as stipulated in the Guidelines.

DEFAULT ON LOAN

3. a. It shall be a breach of this Agreement for Owner to default in payments or other obligations due or to be performed under a promissory note secured by a deed of trust encumbering the Property or a Unit or to breach any of Owner's duties or obligations under said deed of trust. It shall also be a breach of this Agreement for Owner to default in the payment of real property taxes or obligations to the Homeowners' Association for general or special assessments. Owner must notify the BOCC, in writing, of any such default, including notification received from a lender, or its assigns, of past due payments or default in payment or other obligations due or to be performed under a promissory note secured by a deed of trust, as described herein, or of any breach of any of Owner's duties or obligations under said deed of trust, within five calendar days of Owner's notification from lender, or its assigns, or any other creditor specified herein, of said default or past due payments or breach.
- b. Upon notification of a default as provided above, the BOCC may offer loan counseling or distressed loan services to the Owner, if any of these services are available, and is entitled to require the Owner to sell the Property or Unit to avoid the commencement of any foreclosure proceeding against the Unit.
- c. Upon receipt of notice as provided in paragraphs 3a and b, the BOCC shall have the right, in its sole discretion, to cure the default or any portion thereof. In such event, the Owner shall be personally liable to the BOCC for past due payments made by the BOCC together with interest thereon at the rate specified in the promissory note secured by the first deed of trust, plus one percent (1%), and all actual expenses of the BOCC incurred in curing the default. The Owner shall be required by the BOCC to execute a promissory note secured by deed of trust encumbering the Property or Unit in favor of the BOCC for the amounts expended by the BOCC as specified herein, including future advances made for such purposes. The Owner may cure the default and satisfy its obligation to the BOCC under this subparagraph at any time prior to execution of a contract for sale, upon such reasonable terms as specified by the BOCC. Otherwise, Owner's indebtedness to the BOCC shall be satisfied from the Owner's proceeds at closing.
- d. In addition, upon receipt of notice as provided in Paragraphs 3a and 3b, the BOCC shall have the option, exercisable in the BOCC's sole discretion, to purchase Owner's Property or Unit for ninety-five percent (95%) of the Maximum Resale Price. If the BOCC desires to exercise said option, it shall give written notice thereof to the Owner within forty-five (45) days following the BOCC's receipt of the notice as provided in Paragraphs 3a and 3b. In the event the BOCC timely exercises said

option, the closing of the purchase of the Property or Unit shall occur within forty-five (45) days following the date of the BOCC's notice to the Owner of the exercise of said option.

4. It shall be a violation of the Agreement for the Owner to default in the payment of general or special assessments to the Homeowner's Association, and such person shall be subject to enforcement as provided herein. In addition, upon sale of a Property or Unit as to which the payment of such obligations is in default, the assessments shall be paid at closing by Owner.

ENFORCEMENT

5. Owner agrees to provide, upon request of the BOCC, all documents and information necessary for the BOCC to establish continued compliance with this Agreement and with the Guidelines, as amended from time to time. Documents may include, but not be limited to: Federal and State Income Tax Returns, W2's, 1099's, bank and credit card statements, and invoices for utility payments. The BOCC shall maintain the confidentiality of financial information as provided by law.
6. If the BOCC determines that sale of the Property or Unit is necessary because of breach of this Agreement, Owner shall immediately execute a standard Listing Contract on forms approved by the Colorado Real Estate Commission with the BOCC, providing for a 180-day listing period. At that time, the Owner shall deposit with the BOCC an amount equal to one percent (1%) of the estimated value of the Property or Unit. Unless the Notice of Violation is overturned on appeal, the appreciation of the Property or Unit will terminate from the date that the violation occurred (said date shall not necessarily be the same time the Notice of Violation was sent to the Owner). Unless the BOCC exercises its option to purchase the Unit, in accordance with paragraph 9 below, the BOCC shall promptly advertise the Property or Unit for sale by competitive bid to Qualified Buyers. If a sales contract has not been executed within the initial 180-day period, Owner shall extend the listing period for an additional 180 days, provided such extension does not conflict with the statutory rights of any secured creditors. At the time of closing, the Owner shall pay to the BOCC an additional fee as stated in the Guidelines in effect at the time of sale.
 - a. The BOCC is entitled to require the Owner to accept the highest of any qualified bids that equal to the lesser of (i) the Maximum Resale Price (as hereinafter defined); or (ii) an amount that has been adjusted and described in b. below. At no time can the sales price exceed the Maximum Sales Price established in this deed restriction.
 - b. If the Unit has not sold within 180 days of the listing agreement, the Owner will be bound by the following:
 - Owner must accept any pending offer, or offer made within 30 days of expiration of 180-day period referred to above, from a BOCC-qualified buyer for at least ninety-five percent (95%) of the maximum sales price;
 - If no such offer is made within such period, the Owner must accept any valid offer from a BOCC-qualified buyer at or above ninety percent (90%) of the maximum sales price made within the next 30-day period;

- For each additional 30 days that the home has not gone under contract, the bid price that must be accepted will be decreased by an additional five percent (5%) of the maximum sales price.

Listing and sale of the Property or Unit shall be subject to such listing, sales and other fees and expenses as may be imposed by the BOCC from time to time as set forth in the Guidelines, and as they are amended from time to time.

AGREEMENT RUNS WITH THE LAND

7. This Agreement shall constitute covenants running with the Property and/or Unit, as a burden thereon, for the benefit of, and shall be specifically enforceable by the BOCC, and its respective successors and assigns, as applicable, by any appropriate legal action including but not limited to specific performance, injunction, reversion, or eviction of non-complying or non-qualified owners and/or occupants.

VOLUNTARY SALE

8. If an Owner desires to voluntarily sell the Property or Unit, the Owner shall execute a standard Listing Contract on forms approved by the Colorado Real Estate Commission with the BOCC providing for a 180-day listing period, or such other time as required by the Guidelines in effect at time of listing. The BOCC shall promptly advertise the Property or Unit for sale by competitive bid to Qualified Buyers. The listing and sale of the Property or Unit shall be subject to such listing, sales and other fees and expenses as may be imposed by the BOCC from time to time as set forth in the Guidelines.

BOCC'S RIGHT TO ACQUISITION

9. Notwithstanding any provision herein to the contrary, the BOCC shall have the right, in its sole discretion, (i) to acquire any Property or Unit for resale thereof to a Qualified Buyer; (ii) following its acquisition of any Property or Unit, to repair, replace, redevelop, remove and maintain such Property or Unit prior to resale to a Qualified Buyer; and/or (iii) amend this Deed Restriction Agreement following the acquisition in consultation with the Town and consistent with Town of Basalt Ordinance No. 25, Series of 2017. Upon purchase by the BOCC, the price at which the Property or Unit is subsequently sold to a Qualified Buyer shall be the maximum resale price as determined by the applicable Deed Restriction.

INITIAL SALES PRICE; MAXIMUM RESALE PRICE

10. In no event shall the initial sales price exceed the maximum Category 2 sales price in the Guidelines. Further, in no event shall the Property or Unit be sold for an amount ("Maximum Resale Price") more than the lesser of:

- a. the initial sales price, plus an increase of three percent (3%) of such price per year to the date of Owner's notice of intent to sell (prorated at the rate of .25 percent for each whole month for any part of a year) or otherwise as permitted for Category 2 units under the Guidelines; or
- b. an amount (based upon the Consumer Price Index, All Items, U.S. City Average, Urban Wage Earners and Clerical Workers (Revised), published by the U.S. Department of Labor, Bureau of Labor Statistics) calculated as follows: the Owner's purchase price divided by the Consumer Price Index published at the time of Owner's purchase stated on the Settlement Statement, multiplied by the Consumer Price Index current at the date of intent to sell. In no event, shall the multiplier be less than one (1). For purposes of this Agreement, "date of intent to sell" shall be the date of execution of a listing contract when required by this agreement, or if a listing contract is not otherwise necessary, the date shall be determined to be the date upon which a requirement for the Owner to sell is first applicable.

NOTHING HEREIN SHALL BE CONSTRUED TO CONSTITUTE A REPRESENTATION OR GUARANTEE BY THE BOCC THAT ON RESALE THE OWNER SHALL OBTAIN THE MAXIMUM RESALE PRICE.

- 11. a. Subject to the limitations of this Section, for the purpose of determining the Maximum Resale Price in accordance with this Section, the Owner may add to the amount specified in Paragraph 10 above, the cost of approved and Permitted Capital Improvements (hereinafter "PCI"), as set forth in Exhibit "B" attached hereto or otherwise allowed by the Guidelines, and as they are amended from time to time, in a total amount not to exceed \$ _____, which is ten percent (10%) of the maximum sales purchase price set forth in paragraph 10a above. In calculating such amount, only those PCI's identified in Exhibit "B" hereto or otherwise allowed by the Guidelines from time to time shall qualify for inclusion. All such PCIs installed or constructed during Owner's ownership of the Property or Unit shall qualify and will be depreciated based on the Depreciation Schedule used by the BOCC at the time of listing.
- b. PCIs shall not include any changes or additions to the Property or Unit made by the Owner during construction or two years thereafter, except in accordance with Paragraph 11a above. PCI shall not be included in the BOCC's listed purchase price, even if made or installed during original construction.
- c. To qualify as PCI, the Owner must furnish to the BOCC the following information with respect to the improvements that the Owner seeks to include in the calculation of Maximum Resale Price:
 - (1) Original or duplicate receipts to verify actual costs expended by Owner for PCI;

- (2) Owner's affidavit verifying that receipts are valid and correct receipts tendered at time of purchase;
- (3) True and correct copies of any building permit or certificate of occupancy required to be issued by the Town Building Department with respect to the PCI.
- (4) In calculating costs under Paragraphs 11 a-c (1-3), the Owner's actual out-of-pocket approved costs and expenses shall be eligible for inclusion. Such amount shall not include an amount attributable to Owner's "sweat equity" or to any appreciation in the value of the improvements.

All capital improvements will be depreciated. Certain capital improvements will not be allowed towards the 10% cap. Each capital improvement will depreciate per the depreciation schedule stated in an approved handbook. The current source is the ***Marshall Swift Residential Handbook***. Any capital improvements associated with health and safety, energy efficiency, water conservation, and green building products will be exempt from the 10% capital improvement cap if approved by the BOCC prior to installation; however, such capital improvements shall be depreciated per the depreciation schedule stated in an approved handbook.

- d. For determining the Maximum Resale Price in accordance with this Section, the Owner may also add to the amounts specified in Paragraphs 10 and 11a, the cost of any permanent improvements constructed or installed because of any requirement imposed by any governmental agency, if written certification is provided to the BOCC of both the applicable requirement and the information required by Paragraph 11c (1) – (3).
- e. To obtain maximum resale price, Owner must ensure that at the time of sale the Property or Unit meets the BOCC's generally applicable minimum standards for maintenance of the Property or Unit as determined by the BOCC in its discretion. This shall include requirements to clean the home, ensure that all fixtures are in working condition, to repair damage to the unit beyond normal wear and tear and the other requirements as stated in the *Minimum Standards for Seller to Receive Full Value at Resale*, Exhibit "C". If the Seller does not meet these requirements, the BOCC may require that Seller escrow at closing a reasonable amount of money to ensure compliance or that the sale price of the Property or Unit be reduced accordingly.

GRIEVANCES

- 12. All disputes regarding the interpretation and enforcement of this Agreement shall be subject to the enforcement and grievance procedures set forth in the Guidelines as amended from time to time. All such disputes may be referred to a BOCC Hearing Officer.

CLOSING COSTS

13. Owner shall not permit any prospective buyer to assume any or all the Owner's customary closing costs (including, but not limited to, title insurance, sales fee, pro ration of taxes, homeowner's dues, etc., as are customary in Pitkin County) nor accept any other consideration which would cause an increase in the purchase price above the bid price to induce the Owner to sell to such prospective buyer.

MULTIPLE QUALIFIED BIDS

14. In the event that one qualified bid is received equal to the Maximum Resale Price herein established, the Property or Unit shall be sold to such bidder at the Maximum Resale Price; and in the event Owner receives two or more such bids equal to the Maximum Resale Price, the Qualified Buyer shall be selected according to the priority for Sale Units set forth in the Guidelines and Town of Basalt Ordinance No. 25, Series of 2017; and, in the event that more than one such qualified bidder is of equal priority pursuant to the Guidelines and Town of Basalt Ordinance No. 25, Series of 2017 (i.e. qualified buyers that work in the Town shall receive an additional chance in the lottery), the Qualified Buyer shall be selected by lottery among the qualified bidders of the highest priority, whereupon the Property or Unit shall be sold to the winner of such lottery at the Maximum Resale Price. If the terms of the proposed purchase contract, other than price, as initially presented to the Owner, are unacceptable to the Owner, there shall be a mandatory negotiation period of three (3) business days to allow the Owner and potential buyer to reach an agreement regarding said terms, including but not limited to, the closing date and financing contingencies. If, after the negotiation period is over, the Owner and buyer have not reached an agreement, the next bidder's offer will then be presented to the Owner for consideration and a three (3) business day negotiating period will begin again. The Owner may reject all bids; however, the Owner is subject to the provisions in the Employee Housing Guidelines pertaining to the listing fee. Bids more than the Maximum Resale Price shall be rejected. If all bids are below the Maximum Resale Price, the Owner may accept the highest qualified bid. If all bids are below the Maximum Resale Price and two or more bids are for the same price, the Qualified Buyer shall be selected by lottery from among the highest qualified bidders.

NON-QUALIFIED TRANSFEREES

15. In the event that title to the Property or a Unit vests by descent in, or is otherwise acquired by, any individual and/or entity who is not a Qualified Buyer as that term is defined herein (hereinafter "Non-Qualified Transferee(s)"), the Property or Unit shall immediately be listed for sale as provided in Paragraph 8 above (including the payment of the specified fee to the BOCC), and the highest bid by a Qualified Buyer, for not less than ninety-five percent (95%) of the Maximum Resale Price or the appraised market value, whichever is less, shall be accepted; if all bids are below ninety-five percent (95%) of the Maximum Resale Price or the appraised market value, the Property or Unit shall continue to be listed for sale until a bid in accordance with this section is made, which bid must be accepted. The cost of the appraisal shall be paid by the Non-Qualified Transferee(s).

- a. Non-Qualified Transferee(s) shall join in any sale, conveyance or transfer of the Property or Unit to a Qualified Buyer and shall execute all documents necessary to do so.
- b. Non-Qualified Transferee(s) agree not to: (1) occupy the Property or Unit; (2) rent all or any part of the Property or Unit, except in strict compliance with Paragraph 15 hereof; (3) engage in any other business activity on or in the Property or Unit; (4) sell or otherwise transfer the Property or Unit except in accordance with this Agreement and the Employee Housing Guidelines; or (5) sell or otherwise transfer the Property or Unit for use in a trade or business.
- c. The BOCC and the Town, or its respective successors, as applicable, shall have the right and option to purchase the Property or Unit, exercisable within a period of fifteen (15) calendar days after receipt of any sales offer submitted to the BOCC by a Non-Qualified Transferee(s), and in the event of exercising their right and option, shall purchase the Property or Unit from the Non-Qualified Transferee(s) for a price of ninety-five percent (95%) of the Maximum Resale Price, or the appraised market value, whichever is less. The offer to purchase shall be made by the Non-Qualified Transferee within fifteen (15) days of acquisition of the Property or Unit.
- d. Where the provisions of this Paragraph 15 apply, the BOCC may require the Owner to rent the Property or Unit in accordance with the provisions of Paragraph 19, below.

OWNER RESIDENCE, EMPLOYMENT AND CONTINUING COMPLIANCE

- 16. Each Property or Unit shall be utilized only as the sole and exclusive place of residence of its Owner.
- 17. In the event an Owner changes place of residence or ceases to utilize the Property or Unit as his sole and exclusive place of residence, ceases to be a full-time employee in accordance with the Guidelines as they are amended from time to time, or otherwise ceases to comply as a Qualified Buyer with the Guidelines as they are amended from time to time, or this Agreement, the Property or Unit must be offered for sale pursuant to the provisions of Paragraph 6 of this Agreement. An Owner shall be deemed to have changed his or her place of residence by becoming a resident elsewhere or accepting employment outside Pitkin County, or residing in the Property or Unit for fewer than nine (9) months per calendar year without the express written approval of the BOCC pursuant to a leave of absence, or by ceasing to be a full-time employee as required by the Guidelines and as amended from time to time. Where the provisions of this Paragraph 17 apply, the BOCC may require the Owner to rent the Property or Unit in accordance with the provisions of Paragraph 19, below pending a sale of the property.
- 18. It is a violation to this Agreement for an Owner to own directly or indirectly through a legal entity or otherwise, any interest alone or in conjunction with others in any residential property

within the Ownership Exclusion Zone. If at any time an Owner acquires such an interest, the Owner shall immediately list said other property or unit for sale and to sell his or her interest in such property at fair market value to like units or properties in the area in which the property or dwelling unit(s) are located. In the event said other property or unit has not sold by Owner within one hundred eighty (180) days of closing on this property, then Owner hereby shall immediately list this Property or Unit for sale pursuant to the provisions of Paragraph 6 of this Agreement. Should the Owner not receive a full-priced bid, said Owner must accept the first reasonable offer for said Property or Unit as deemed appropriate by the BOCC.

RENTAL

19. Owner may not, except with prior written approval of the BOCC, and subject to the BOCC's conditions of approval, rent the Property or Unit for any period. Prior to occupancy, each tenant must be approved by the Homeowner's Association, if applicable, and the BOCC in accordance with employment as stated in the Guidelines, as well as non-ownership of residential property within the Ownership Exclusion Zone, established by the Guidelines. The BOCC shall not approve any rental if such rental is being made by Owner to utilize the Property or Unit as an income producing asset, except as provided below, and shall not approve a lease with a rental term more than twelve (12) months. A signed copy of the lease must be provided to the BOCC prior to occupancy by each tenant. Any such lease approved by the BOCC shall show the length of the lease and the monthly rent. The monthly rent cannot exceed the Owner's costs, which include the monthly expenses for the cost of principal and interest payments, taxes, property insurance, condominium or homeowner's assessments, utilities remaining in Owner's name, plus an additional amount as stated in the Guidelines and as they are amended from time to time, and a reasonable (refundable) security deposit.

Requirements of this paragraph shall not preclude the Owner from sharing occupancy of the Property or Unit with qualified non-Owners as determined by the BOCC on a rental basis provided Owner continues to meet the obligations contained in this Agreement, including Paragraph 15. All roommates charged rent by the Owner are required to obtain approval by the BOCC prior to occupancy.

20. IN NO EVENT SHALL THE OWNER CREATE AN ADDITIONAL DWELLING UNIT, AS DEFINED IN THE PITKIN COUNTY OR TOWN OF BASALT LAND USE CODES, IN OR ON THE PROPERTY OR UNIT.
21. NOTHING HEREIN SHALL BE CONSTRUED TO REQUIRE THE BOCC OR THE TOWN TO PROTECT OR INDEMNIFY THE OWNER AGAINST ANY LOSSES ATTRIBUTABLE TO THE RENTAL, INCLUDING (NOT BY WAY OF LIMITATION) NON-PAYMENT OF RENT OR DAMAGE TO THE PREMISES; NOR TO REQUIRE

THE BOCC TO OBTAIN A QUALIFIED TENANT FOR THE OWNER IF NONE IS FOUND BY THE OWNER.

COMPLIANCE REVIEW AND REMEDIES FOR BREACH

22. All existing and potential Owners shall promptly provide to the BOCC all such information as the BOCC deems reasonably necessary at any time to verify compliance with this Agreement. The BOCC shall maintain the confidentiality of any financial data provided by any existing or potential Owner, subject to the requirements of the Colorado Open Records Act, C.R.S. 24-72-201, et. seq., and except for such disclosures as are necessary with respect to any litigation, enforcement or other legal proceedings. If the BOCC has reasonable cause to believe the Owner is violating the provisions of this Agreement, the BOCC, by its authorized representative, may inspect the Property or Unit between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, after providing the Owner with no less than 24 hours' written notice. [County language is as follows: The BOCC shall have the right to inspect the Property or Unit subject to this Agreement at reasonable times and upon reasonable notice to the Owners thereof to ascertain whether or not the terms of this Agreement have been and continue to be met.]
23. The BOCC, through its employees or agents, in the event a violation or potential violation of this Agreement is discovered, shall send a notice of violation to the Owner describing the nature of the violation and, at the discretion of BOCC, allowing the Owner fifteen (15) days to cure. Said notice shall state that the Owner may request a hearing before the BOCC Hearing Officer or if there is no Hearing Officer the Board of County Commissioners within fifteen (15) days to dispute the merits of the allegations. If no hearing is requested and the violation is not cured within any fifteen (15) day period granted by the BOCC, the violation shall be considered final and the Owner shall immediately list the Property or Unit for sale in accordance with this Agreement. The failure to request a hearing shall constitute the failure to exhaust administrative remedies for judicial review. If a hearing is held before the BOCC Hearing Officer: (i) the decision of the BOCC Hearing Officer, based on the record of such hearing, may be appealed to the BOCC within 15 days of the Hearing Officer's final decision for determining if a violation has occurred; and (ii) the BOCC Hearing Officer or the BOCC shall have discretion to determine the appropriate action to be taken to either remedy the violation or to require the Owner to list the Property or Unit for sale in accordance with this Agreement. For determining the maximum resale price of the Property or Unit, unless the Notice of Violation is overturned on appeal, appreciation shall terminate from the date that the violation occurred (said date shall not necessarily be the same time the Notice of Violation was sent to the Owner) until the violation is cured or until the Property or Unit is sold, whichever is applicable. If there is no BOCC Hearing Officer, the provisions of this paragraph shall apply to the BOCC.
24. There is hereby reserved to the parties hereto all remedies provided by law for breach of this Agreement or any of its terms. In the event of litigation with respect to any or all provisions of this Agreement, the prevailing party shall be awarded d costs and reasonable attorneys' fees.

25. In the event the Property or Unit is sold and/or conveyed without compliance herewith, such sale and/or conveyance shall be wholly null and void and shall confer no title whatsoever upon the purported buyer, and the transaction shall be rescinded. Each conveyance of the Property or Unit, for all purposes, shall be deemed to include and incorporate by this reference, the covenants herein contained, even without reference therein to this Agreement. The Owner shall be liable for all the BOCC costs and reasonable attorneys' fees incurred in setting aside any such transaction.
26. If the Owner fails to cure any breach, the BOCC may resort to all available legal action, including, but not limited to, specific performance of this Agreement or a mandatory injunction requiring sale of the Property or Unit by Owner as specified in Paragraphs 3, 15, 17, and 18. The costs of such sale, including reasonable attorneys' fees, shall be taxed against the proceeds of the sale with the balance being paid to the Owner.
27. In the event of a breach of any of the terms or conditions contained herein by the Owner, his or her heirs, successors or assigns, the BOCC's initial listed purchase price of the Property or Unit as set forth in Paragraph 10a of this Agreement shall, upon the date of such breach as determined by the BOCC, automatically cease to increase as set out in Paragraph 10 of this Agreement, and shall remain fixed until the date of cure of said breach. Such Owners are prohibited from recouping the appreciation lost during the period of non-compliance.

FORECLOSURE

28. a. If any Property or Unit is sold as a foreclosure sale or otherwise acquired by any person or entity in lieu of foreclosure, the BOCC, shall have the option to acquire such Property or Unit within thirty (30) days after (i) the issuance of a public trustee's deed to the purchaser, or (ii) receipt by the BOCC of written notice from such person or entity of the acquisition of such Property in lieu of foreclosure, as applicable, for an option price not to exceed (a) in the event of a foreclosure, the redemption price on the last day of all statutory redemption periods and any additional reasonable costs incurred by the holder during the option period which are directly related to the foreclosure or (b) in the event of a transfer in lieu of foreclosure, the amount paid, or the amount of debt forgiven, by the transferee plus the reasonable costs incurred by the transferee with respect to its acquisition of such Property or Unit. In the event the BOCC elects not to acquire the Property or Unit as set forth herein, the Town shall have the right to acquire the Property or Unit on the same terms within 30 days of the expiration of the BOCC's option expires. Notwithstanding any provision herein to the contrary, except for persons or entities having a valid lien on a Property or Unit, only Qualified Buyers may acquire an interest in a Property or Unit at a foreclosure sale or in lieu of foreclosure. If any person or entity having a lien on a Property or Unit is not a Qualified Buyer and acquires an interest in such Property or Unit in a foreclosure sale or in lieu of foreclosure, the provisions of Paragraph 15 shall apply. It is the BOCC's intent that the terms and provisions of this Agreement shall remain in full force and effect with

respect to the Property and all Units until modified, amended or terminated in accordance with paragraph 39 hereof.

- b. If the BOCC or the Town exercises the option described above, such entity may sell the Property or Unit to a Qualified Buyer as that term is defined herein or rent the Property or Unit to qualified tenants who meet the income, occupancy and all other qualifications, established by the APCA in its Guidelines until a sale to a Qualified Buyer is affected.
- c. Notwithstanding the foregoing, in the event of foreclosure by the holder of the first deed of trust on such Property or Unit, if the holder of such deed of trust is the grantee under the public trustee's deed and the BOCC does not exercise its option to purchase as provided in this paragraph, then the BOCC agrees to release the Property or Unit from the requirements of this Deed Restriction.

GENERAL PROVISIONS

29. Notices. Any notice required or permitted under this Agreement shall be in writing and shall be provided by electronic delivery to the e-mail addresses set forth below *and* by one of the following methods 1) hand-delivery or 2) registered or certified mail, postage pre-paid to the mailing addresses set forth below. Each party by notice sent under this paragraph may change the address to which future notices should be sent. Electronic delivery of notices shall be considered delivered upon receipt of confirmation of delivery on the part of the sender. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process. :

To the BOCC:

To the Town: 101 Midland Avenue
 Basalt, CO 81621

To Owner/Declarant

30. Exhibits. All exhibits attached hereto (Exhibits "A", "B" and "C") are incorporated herein and by this reference made a part hereof.
31. Severability. Whenever possible, each provision of this Agreement and any other related document shall be interpreted in such a manner as to be valid under applicable law; but if any provision of any of the foregoing shall be invalid or prohibited under said applicable law, such provisions shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provisions of such document.

32. Choice of Law. This Agreement and each related document are to be governed and construed in accordance with the laws of the State of Colorado. Jurisdiction for any action arising under this Agreement shall be in Pitkin County, Colorado.
33. Successors. Except as otherwise provided herein, the provisions and covenants contained herein shall inure to and be binding upon the heirs, successors and assigns of the parties.
34. Section Headings. Paragraph or section headings within this Agreement are inserted solely for convenience of reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.
35. Waiver. No claim of waiver, consent or acquiescence with respect to any provision of this Agreement shall be valid against any party hereto except on the basis of a written instrument executed by the parties to this Agreement. However, the party for whose benefit a condition is inserted herein shall have the unilateral right to waive such condition, if such waiver is in writing. The waiver by any party to this Agreement of any term or condition of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.
36. Gender and Number. Whenever the context so requires herein, the neuter gender shall include any or all genders and vice versa and the use of the singular shall include the plural and vice versa.
37. Personal Liability. The Owner agrees that he or she shall be personally liable for any of the transactions contemplated herein.
38. Further Actions. The parties to this Agreement agree to execute such further documents and take such further actions as may be reasonably required to carry out the provisions and intent of this Agreement or any agreement or document relating hereto or entered in connection herewith.
39. Modifications. The parties to this Agreement agree that any modifications of this Agreement shall be effective only when made by writings signed by both parties and recorded with the Clerk and Recorder of Pitkin County, Colorado. Notwithstanding the foregoing, the BOCC reserves the right to amend this Agreement without approval of Owner and upon consultation with the Town and consistent with Town of Basalt Ordinance No. 25, Series of 2017 where deemed necessary to effectuate the purpose and intent of this Agreement, and where such action does not materially impair the Owner's rights under this Agreement.
40. Mortgagee Right to Cure. Nothing herein shall be deemed to impair any right of a mortgagee of a Property or Unit from curing any default by an Owner of his or her financial obligations with respect to such Property or Unit.

41. Counterparts. This Agreement may be executed in multiple counterparts each of which shall constitute an original but all of which when taken together shall constitute one and the same document.
42. Attorney Fees and Costs. In the event that legal action is necessary to enforce any of the provisions of this Agreement, the substantially prevailing party, whether by final judgment or out of court settlement, shall recover from the other party all costs and expenses of such action or suit including reasonable attorney fees.
43. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and all other promises and agreements relating to the subject of this Agreement, whether oral or written, are merged herein.

COMPLIANCE WITH FAIR HOUSING ACT

44. Fair Housing. Notwithstanding anything in this Agreement, the Guidelines, or the Ordinance to the contrary, this Agreement shall be interpreted and enforced by the BOCC or the Town in a manner that complies with the federal Fair Housing Act, 42 U.S.C. §§ 3601-3619, and its Colorado counterpart in C.R.S. §§ 24-34-501-509. As an example, any individual who is or becomes disabled may be exempted from the employment requirements to the extent reasonably necessary to obtain or maintain Qualified Buyer status on an equal basis with individuals who are not disabled. Such an individual may request that the District grant a) reasonable accommodations in rules, policies, practices, or services when such accommodations may be necessary to afford the individual with a disability equal opportunity to use and enjoy a dwelling; and (b) reasonable modifications of existing premises occupied or to be occupied by the individual, at the expense of the individual, if the modifications are necessary to afford the individual with full enjoyment of the premises.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the day and year above first written.

DECLARANT:

BASALT VISTA AFFORDABLE HOUSING PARTNERSHIP,
LLC

A Colorado limited liability company

By:
Its: Manager

STATE OF COLORADO)
)
COUNTY OF) ss.

The foregoing instrument was acknowledged before me this ____ day of _____ 2019 by _____, as Manager of Basalt Vista Affordable Housing Partnership, LLC.

Witness my hand and official seal;

My commission expires: ____/____/____

ACCEPTANCE BY THE BOARD OF COUNTY COMMISSIONERS OF PITKIN COUNTY, COLORADO

The foregoing Deed Restriction Agreement for the Occupancy and Resale of **ADDRESS**, Colorado (**COMPLEX**), of the Board of County Commissioners of Pitkin County, Colorado and its terms are hereby adopted and declared by the Board of County Commissioners of Pitkin County, Colorado .

BOARD OF COUNTY COMMISSIONERS OF PITKIN COUNTY, COLORADO

By: _____

STATE OF COLORADO)
) ss.
COUNTY OF PITKIN)

The foregoing instrument was acknowledged before me this ____ day of _____ 2019, by _____ on behalf of the Board of County Commissioners of Pitkin County, Colorado.

Witness my hand and official seal;

My commission expires: ____/____/____

Notary Public

EXHIBIT "A"

Legal Description:

EXHIBIT "B"

Permitted Capital Improvements

1. The term "Permitted Capital Improvement" as used in the Agreement shall only include the following:
 - a. Improvements or fixtures erected, installed or attached as permanent, functional, non-decorative improvements to real property, excluding repair, replacement and/or maintenance improvements;
 - b. Improvements for energy efficiency items and water conservation;
 - c. Improvements for the benefit of seniors and/or handicapped persons;
 - d. Improvements for health and safety protection devices;
 - e. Improvements to add and/or finish permanent/fixed storage space;
 - f. Improvements to finish unfinished space.
 - g. Permanent types of landscaping; e.g., adding irrigation system, trees (perennial-type flora may be allowed, but not guaranteed)
 - h. The cost of adding decks and balconies, and any extension thereto; and/or
 - i. Improvements associated with green building products.
2. Permitted Capital Improvements as used in this Agreement shall **NOT** include the following:
 - a. Jacuzzis, saunas, steam showers and other similar items;
 - b. Upgrades or addition of decorative items, including lights, window coverings and other similar items;
 - c. Upgrades of appliances, plumbing and mechanical fixtures, carpets and other similar items included as part of the original construction of a unit and/or improvement required to repair and maintain existing fixtures, appliances, plumbing and mechanical fixtures, painting, and other similar items, unless replacement is energy efficient or for safety and health reasons; and/or
 - d. Landscaping that is not permanent; e.g., flowers.
3. **All Permitted Capital Improvement items and costs shall be approved by the BOCC staff prior to being added to the Maximum Resale Price as defined herein. BOCC recommends that you obtain approval before doing any work.** To get credit for an improvement where a building permit is required, the improvement will not be counted unless a Letter of Completion was obtained by the Building Department.
4. The Permitted Capital Improvements shown hereon shall be subject to such additions, deletions and modifications as may be set forth in the Guidelines from time to time; provided that if any improvement is made at a time when it would be deemed a Permitted Capital Improvement hereunder or under the Guidelines, such improvement shall be deemed a Permitted Capital Improvement at all times notwithstanding any modification of the Guidelines; however, ALL permitted capital improvements will be depreciated as based on a third source as stipulated in the Guidelines.

EXHIBIT "C"

MINIMUM STANDARDS FOR SELLER TO RECEIVE FULL VALUE AT RESALE

- Clean unit
- Carpets steam-cleaned two or three days prior to closing
- Major scratches, holes, burned marks repaired in hardwood floors, linoleum, tile, counter tops etc.
- No broken windows
- All screens in windows (if screens were originally provided)
- All doors will be in working order with no holes
- All locks on doors will work
- All keys will be provided; e.g., door, mail box, garage
- All mechanical systems shall be in working order
- Walls paint ready
- Normal wear and tear on carpet; if carpet has holes, stains, etc., the carpet and padding shall be replaced or escrow funds at current market value per square foot for a comparable product shall be held at the time of closing to be used by the new buyer
- No leaks from plumbing fixtures
- No roof leaks
- Any safety hazard remedied prior to closing, excluding radon (not required in State of Colorado)
- All light fixtures shall be in working order

DEFINITIONS:

Clean Unit:

All rooms will be cleaned as stated below:

- **Kitchen:**
 - Range – Inner and outer services will be cleaned.
 - Range hood and Exhaust Fan
 - Refrigerator and Freezer – Inner and outer surfaces of refrigerator and freezer will be clean. Freezer will be defrosted.
 - Cabinets and Countertops – Exterior and interior surfaces of cabinets and drawers will be clean. Door and drawer handles, if provided, shall be clean and in place.
 - Sink and Garbage Disposal – Sink and plumbing fixtures will be clean. If garbage disposal provided, this must be in working order.
 - Dishwasher – If provided, must be in working order and inner and outer surfaces shall be clean.
- **Blinds, Windows, Screens:**
 - Mini-blinds, Venetian Blinds, Vertical Blinds, Pull Shades – Will be clean.
 - Windows – All window surfaces, inside of the unit, shall be clean.
 - Screens – Screens will be clean and in place with no holes or tears (if provided).
- **Closets:** Closets, including floors, walls, hanger rod, shelves and doors, shall be clean.
- **Light Fixtures:** Light fixtures will be clean and shall have functioning bulbs/florescent tubes.
- **Bathrooms:**
 - Bathtub, Shower Walls, Sinks – Bathtubs, shower walls and sinks shall be clean.
 - Toilet and Water Closet – Water closets, toilet bowls and toilet seats will be clean. If the toilet seat is broken or peeling, the seat shall be replaced.
 - Tile – All tile and grout will be clean.
 - Mirrors and Medicine Cabinets – Mirrors and medicine cabinets shall be cleaned inside and out.

- Shelves and/or Other Cabinetry – All other shelving or cabinetry shall be cleaned inside and out.
- **Walls, Ceilings, Painted Doors and Baseboards:** Painted surfaces must be cleaned with care to ensure the surface is clean without damaging the paint.
- **Floors:** Floor cleaning includes sweeping and mopping and could include stripping, waxing and buffing. Types of floor surfaces include wood, wood parquet tiles, linoleum, asphalt tile, vinyl tile, mosaic tile, concrete and carpet. If carpet, all carpets shall be cleaned at least two days prior to closing.
- **Interior Storage/Utility Rooms:** Storage/utility rooms shall be cleaned. Properly cleaned storage/utility rooms will be free from odors, removable stains, grease marks or accumulations.

Safety Hazard: Any item that provides a safety hazard shall be fixed. This would include, but is not limited to, exposed electrical wiring, ventilation for gas hot water system, etc. If a radon test is done and it is found to be higher than normal levels, per Colorado law, there is not a requirement to mitigate.

Walls Paint-Ready: All holes shall be patched; all posters, pictures, etc., shall be removed from all walls; all nails, tacks, tape, hardware used to hang items, etc., shall be removed from all walls; and all walls shall be clean and ready for the new buyer to paint. If wallpaper has been placed on the wall and in good condition, the wallpaper can remain; if the wallpaper is peeling off, the wallpaper must be removed.

Windows: If a window is broken, including the locking mechanism, the window shall be replaced, and/or the locking mechanism repaired.

***FIRST AMENDMENT TO
ROARING FORK RE-1 SCHOOL DISTRICT
DECLARATION OF MASTER DEED RESTRICTION
AND AGREEMENT CONCERNING THE SALE, OCCUPANCY, AND RESALE
OF BASALT VISTA TOWNHOMES***

THIS FIRST AMENDMENT TO ROARING FORK RE-1 SCHOOL DISTRICT DECLARATION OF MASTER DEED RESTRICTION AND AGREEMENT CONCERNING THE SALE, OCCUPANCY, AND RESALE OF BASALT VISTA TOWNHOMES (the "Amendment") is made and entered into this ____ day of _____ 2021, by **BASALT VISTA AFFORDABLE HOUSING PARTNERSHIP, LLC**, a Colorado limited liability company (hereinafter referred to as "Owner" or "Declarant"), for the benefit of the parties and enforceable by both the **ROARING FORK RE-1 SCHOOL DISTRICT**, a Colorado school district (hereinafter referred to as "District") and the **TOWN OF BASALT**, a Colorado home rule municipality ("Town").

W I T N E S S E T H:

WHEREAS, On January 31, 2020, Habitat for Humanity, Inc. ("Habitat"), the District, and the Town entered into that certain Roaring Fork RE-1 School District Declaration of Master Deed Restriction and Agreement Concerning the Sale, Occupancy, and Resale of Basalt Vista Townhomes, recorded on February 3, 2020 as Reception No. 662456 in the records of Pitkin County, Colorado ("RE-1 Deed Restriction"); and

WHEREAS, the RE-1 Deed Restriction sets forth certain restrictions on the ownership of certain Units located within a community known as Basalt Vista which are allocated to be owned and occupied by employees of the District; and

WHEREAS, the RE-1 Deed Restriction may be modified upon agreement all parties hereto; and

WHEREAS, the parties desire to amend certain aspects of the RE-1 Deed Restriction as set forth below.

NOW, THEREFORE, for value received, the receipt and sufficiency of which are hereby acknowledged, Owner hereby represents, covenants and agrees as follows:

AMENDMENT

- A. **Paragraph 9** of the RE-1 Deed Restriction is hereby replaced in its entirety with the following paragraph:

**REQUIRED SALE FOLLOWING TERMINATION OR RETIREMENT; DISTRICT'S
FIRST TO PURCHASE UNIT AT ANY TIME; DISTRICT'S RIGHT OF FIRST
REFUSAL**

9. a. Required Sale Upon Retirement or Termination. Owners shall be required to list the Unit for sale within 180 days after termination of employment with the District or within 1

year of retirement from employment with the District, in which case the Owner shall initiate the procedures set forth in Paragraph 8 above and Paragraph 14 below for a Voluntary Sale within 180 days of termination or 1 year of retirement.

b. District's Right of Acquisition. Notwithstanding any provision herein to the contrary, the District shall have the right, in its sole discretion at any time, to acquire any Property or Unit from an Owner for a purchase price of 95% of the Maximum Resale Price, as defined below, and following its acquisition of such Unit, to repair, replace, redevelop, remove, and maintain such Unit prior to resale to a Qualified Buyer, or to rent a Unit to a Qualified Buyer, and during the period the District's owns such Unit to amend this Deed Restriction Agreement as it applies to that Unit. In the event the District intends to acquire a Property or Unit from an Owner, it shall provide the Owner with written notice of its intent to acquire such property to the Owner, in which case the Owner must enter into a purchase and sale agreement with the District which provides a closing date within 180 days of execution, or such lesser amount agreed upon between the parties.

c. District's First Right of Refusal. The District shall have the first right of refusal to purchase any Unit or Property. Upon entering into a right-to-sell listing agreement or a purchase agreement, whichever occurs first, Owner shall provide District with written notice of the terms of such listing agreement or contract, and the District shall have the right to purchase the Unit upon the sale terms and conditions as provided for in the listing agreement or contract. The District shall within 20 days after notice thereof provide written notice to Owner of its intent to purchase the Unit. If District does not respond in writing within this period, the District shall have waived its right to purchase the Unit from the Owner.

B. **Paragraph 28** of the RE-1 Deed Restriction is hereby amended by adding the following clause **(c)** at the end thereof:

c. Foreclosure by First Mortgagee. Notwithstanding the foregoing, in the event of foreclosure by the holder of the first deed of trust on such Property or Unit, if the holder of such deed of trust is the grantee under the public trustee's deed and the District does not exercise its option to purchase as provided in this Paragraph, then the District, Town, and Declarant agree to release the Property or Unit from the requirements of this Deed Restriction.

C. Modifications. The agree that any modifications of this Agreement shall be effective only when made by writings signed by all parties and recorded with the Clerk and Recorder of Pitkin County, Colorado. All other terms of the Re-1 Deed Restriction not expressly modified herein are hereby ratified and shall remain the same.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the day and year above first written.



Agenda Item #8.a.

Agenda Item Name:

Report to City Manager

Presenter:

Tommy Klein, Chief of Police

Item Description:

Staff report on notable tasks completed within the individual departments.

Recommended Action:

No action necessary

Fiscal Impact:

None

Operational Impact:

None

Prior Board Motions:

None

Background Information:

None

Executive Summary:

Work Report to City Manager

10/15/2021

Notification Requirements:

None

Prepared By:

Misty Williams, City Clerk

Attachments:

1. Report to City Manager 10.15.2021

WORK REPORT TO CITY MANAGER

10.15.2021

UTILITIES

Wastewater

- Final clarifier is scheduled to be re-coated this month
- Work on closure of the old compost site will be getting under way this month
- The new dewatering press is still in transit (I believe this means stuck on a boat on an ocean)

Collection and Distribution

- David Horner left his position with the C&D division
- The vac truck is still having issues with overheating
- Work on the new service lines at the old beaver creek plant site has been completed

Water

- Working on DOLA grant reports for dewatering press, these reports got overlooked but we have it worked out with DOLA to keep us in compliance
- Water treatment has 1 current vacancy that we were going to wait and fill but with the C&D departure we are re-thinking that approach and will update Danielle by weeks end
- Replacement of the primary breaker at the water plant will occur late October / Early November

FINANCE

- We have a temp counter person in Finance to assist the backup Utility billing clerk as she manages many functions while the lead Utility clerk is out on extended leave. She is now working part time from home, and we hope she will return soon.
- The public notice of the 2022 Budget Hearings in November is to be published this week, to coincide with the availability of the 2022 Budget Draft, at the Clerk's office, at Rifle Branch Library, and on the City website.
- The market adjustment retroactive pay for city employees is scheduled to be made on Friday, October 15. It will be made through ADP, similar to a regular payroll and by direct deposit like other employee pay. Employee deductions for 457 plan and Police retirement will be made as they would on a regular payroll.

PIO

- Continuing updates on website and social media on local issues and citizen concerns. We looked at the potential changes to the website that Michael and Civic Plus are working on. They are doing a great job making it more user friendly and ADA compliant.
- Attended Facebook training sessions. They are unfurling some tools to help businesses and small government organizations.

COURT

- Handled 52 adult cases and 6 juveniles on October 6th court day.
- Since the jails have reopened to municipal and misdemeanor individuals with outstanding warrants, we have been holding almost daily phone hearings with inmates.
- Judge Zerbi is continuing to work with the legislative committee to address issues that will arise due to the passage of a bill eliminating the placing of holds on driver's licenses for unpaid driving offenses.

PUBLIC WORKS

The following are engineering projects currently in progress, to include inspection and administration, design, and/or planning:

- 0.5 MG Airport Water Tank – seeking grant funding
- I-70 Exit 90 Gateway Beautification – mandatory Pre-bid conference/walk-thru on February 15th and Bid Opening November 5th.
- Geotech engineering evaluation of road conditions and subgrade: cemetery road system (CTL); evaluation of Tripp Dr., Whiteriver Ave., and Morrow Dr. structural failures with proposals for repair (Kumar): field investigation complete; awaiting final engineering recommendations.
- RFQ for 5th Street and Ute Avenue Improvements, which includes surface improvements, sidewalk, and water distribution pipeline improvements.
- Submission of application for a FML Mini-Grant for South Rifle Trail
- Contractor search for retaining wall for City/Frontella property boundary

The following are projects currently under construction:

- Railroad Avenue Rehabilitation project: 300 block of Railroad Ave paved with 400 block being prepped and paved during the week of October 11 th Street, including - construction of curb/gutter/sidewalk/landscape features. Application of rock fascia along planter and seating areas along 3rd Street. Installation of landscaping elements along completed sections of 3rd Street and Railroad Ave. to include electrification and irrigation features.
- Xcel Energy upgrade to gas distribution system and electrical distribution: restoration crew to complete downtown disturbed area restoration – outside of Downtown areas still in progress. Xcel Energy Electric to commence work in undergrounding the Downtown area To Be Determined.

Fleet

- Continued development of Fleet Administration and Management.
- Preparation for Fall auction of vehicles for removal from City Fleet.
- Received both Police Interceptors from LAWS
- New overheating problems for Fleet Maintenance concerning Vacuum Truck.
- Consignment of 2007 Ford 500 with Enterprise Fleet Management.

Operations & Maintenance

- Spot patching of various failed areas of paving
- Construction of Valley Pan in the alley east of Railroad Avenue between 4th & 5th Streets.
- Continued preparation of City Snowplows for Winter Season operations.
- Crew training: Snow/Ice Operations; Utility locating

Two weeks look-ahead:

- Substantial completion of paved section of Railroad Ave. & 3rd Street/Downtown roadways for traffic, to include: HBP of East Avenue and E. 3rd. Street and E. 2nd Street and Railroad Avenue,
- Completion of Kumar geotechnical investigations and work to prepare reports for publishing in November.
- Undergrounding of overhead electric lines in the downtown alley between 3rd & 4th Streets
- Completion of specifications and proposed purchase decisions regarding lease vehicles from Enterprise Fleet Management.