



AGENDA
Logan County Board of Commissioners
Logan County Courthouse, 315 Main Street, Sterling, Colorado
Tuesday, November 2, 2021 - 9:30 a.m.

Call to Order
Pledge of Allegiance
Revisions to Agenda
Consent Agenda

Approval of the Minutes of the October 19, 2021 meeting.

Acknowledge receipt of the Veteran's Service Officer's monthly report and certification of pay form for the month of October, 2021.

Consideration of the appointment of Katie Martineau to the Logan County Fair Board as Sponsorship Coordinator.

Unfinished Business

The Board will award the bid for the Logan County Annex CoWork Space Expansion Project.

Consideration of the approval of Resolution 2021-40 for a Subdivision Exemption on behalf of Bonnie J. Harms Family Investments, LLC to create a 7.57-acre parcel from a 1,287-acre parcel in an Agricultural (A) zone district in a parcel of land known as parcel 1, containing 333,000 sq. ft. (7.57 Acres), more or less, in the West Half of Section 4, Township 10 North, Range 50 West, of the 6th Principal Meridian, in Logan County, Colorado.

Consideration of the award of the proposal from an Energy Service Company (ESCO) for an investment grade audit and an energy performance contracting project proposal.

New Business

The Board will conduct a Budget Hearing to consider the Proposed Logan County Budget for fiscal year 2022.

The Board will conduct a Budget Hearing to consider the Proposed Logan County Pest District Budget for fiscal year 2022.

The Board will open proposals for Onsite and/or Remote Technical Support for comprehensive technical computer, server and network support of in-house and remote servers along with cloud email storage.

Consideration of the approval of a Memorandum of Understanding, settlement participation forms and escrow agreement to formalize Logan County's joint participation in the statewide settlement of the national multi-district litigation filed against certain opioid distributors and manufacturers.

Consideration of the approval of Resolution 2021-42 and an application for vacation of a Subdivision Exemption on behalf of Albert E. and Carol A. Amen in the NE ¼ of Section 35, Township 6N, Range 54W.

Consideration of the approval of Resolution 2021-43 and an application for Subdivision Exemption on behalf of Albert E. and Carol A. Amen for adjustment of the property line in the NE ¼ of Section 35, Township 6N, Range 54W.

Consideration of the approval of Resolution 2021-44 and an application on behalf of CBEP Solar 1, LLC for a Community Solar Garden on approximately 40 acres, consisting of approximately 12,000 solar modules with total production equaling approximately five (5) megawatts on property in the NE ¼ of Section 17, Township 8 North, Range 52 West of the 6th PM, Logan County, Colorado.

Consideration of the approval of Resolution 2021-45 and an application approving the Final Plat for the Powell Minor Subdivision located in the SE ¼ of Section 28, Township 8 North, Range 53 West.

Consideration of approval of an agreement between Logan County and Peetz Coop Telephone Co. and issuance of Right of Way Permit No. 2021-22 for use of the County Right of Way along County Road 45 & 72 for a fiber optic line.

Other Business

Miscellaneous Business/Announcements

The next meeting will be scheduled for Tuesday, November 16, 2021, at 9:30 a.m. at the Logan County Courthouse.

County Offices will be closed Thursday, November 11, 2021 in observance of Veteran's Day. Thank you, to all Veterans and their families for their service and sacrifices!

Executive Session as Needed Adjournment

October 19, 2021

The Logan County Board of Commissioners met in regular session with the following members present constituting a quorum of the members thereof:

Byron H. Pelton
Jane E. Bauder
Joseph A. McBride

Chairman
Commissioner
Commissioner-Absent

Also present:

Alan Samber
Pamela M. Bacon
Rob Quint
Jerry Casebolt
Debbie Unrein
David Conley
Mike Harms
Brad Hofmeister
Cynthia Mills
Trae Miller
Cynthia Vandembark
Jeff Rice

Logan County Attorney
Logan County Clerk
Logan County Planning and Zoning
Logan County Emergency Manager
Logan County Finance
Lodging Tax Board
Subdivision
Subdivision
Heritage Center
Logan County Economic Dev.

Journal Advocate

Chairman Pelton called the meeting to order at 9:36 a.m. and opened the meeting with the Pledge of Allegiance.

Chairman Pelton asked if there were any revisions for the agenda. Commissioner Bauder moved to withdraw unfinished business two items Resolution 2021-35 for a subdivision exemption and the contract between Logan County and Polymer & Energy Limited due to the fact they have withdrawn wanting to do business in Logan County. Commissioner Pelton seconded and the motion carried 2-0.

Commissioner Bauder moved to add the stimulus grant for county fairs which was HB21-1262 to the end of the agenda. Commissioner Pelton seconded and the motion carried 2-0. Chairman Pelton continued with consent agenda.

The Board continued with the Consent Agenda items:

- Approval of the Minutes of the October 5, 2021 meeting.
- Acknowledge the receipt of the Sheriff's Fee Report for the month of September, 2021.
- Acknowledge the receipt of the Clerk and Recorder's Fee Report for the month of September, 2021.
- Acknowledge the receipt of the Treasurer's Report for the month of September, 2021.

Commissioner Bauder moved to approve the Consent Agenda. Commissioner Pelton seconded and the motion carried 2-0.

Chairman Pelton continued with New Business:

Commissioner Bauder moved to approve a Fitness Passport Service Agreement between Logan

County dba Heritage Center and Optum Health Care Solutions, LLC to become part of the Optum Fitness Passport network comprised of facilities that provide services to support the Fitness Passport Program to Optum's Clients. Commissioner Pelton seconded and the motion carried 2-0.

Commissioner Bauder moved to approve a petition for abatement of taxes on behalf of Chad Bamford in the amount of \$5,965.92 for Tax Year 2020 and \$5,950.45 for Tax Year 2019. Commissioner Pelton seconded and the motion carried 2-0.

The Board will open bids for the Logan County Annex Co-Work Space Expansion Project.

- Diamond B Design Build Corp in the amount of \$174,511.00 alternate bid \$138,000.00 to \$150,000.00 to complete.
- TCC in the amount of \$208,186.00 3 alternate bids to add or subtract some items would change bid.
- IT Portion of bid – Kentec in the amount of \$16,600.00
- WCC Construction LLC in the amount of \$273,332.00

Commissioner Bauder moved to accept the bids and refer them to Trae Miller for a recommendation back to the Board. Commissioner Pelton seconded and the motion carried 2-0.

Consideration of the approval of the following Logan County Lodging Tax Projects:

- Iliff Exit Billboard - \$3,600.00
- Interstates 80 & 76 Travel Guide - \$1,990.00
- NADS In-Room Guest Directory - \$450.00
- 2022 Marketing Partnership Proposal - \$9,000
- 2022 Digital Marketing Proposal - \$18,000.
- Herrmann Global 2022 Marketing Campaign - \$5,250.

Commissioner Bauder moved to approve the Lodging Tax Board Project for the Iliff Exit Billboard in the amount of \$3600.00. Commissioner Pelton seconded and the motion carried 2-0.

Commissioner Bauder moved to approve the Lodging Tax Board Project for the Interstates 80 & 76 Travel Guide in the amount of \$1,990.00. Commissioner Pelton seconded and the motion carried 2-0.

Commissioner Bauder moved to approve the Lodging Tax Board Project for NADS In-Room Guest Directory in the amount of \$450.00. Commissioner Pelton seconded and the motion carried 2-0.

Commissioner Bauder moved to approve the Lodging Tax Board Project for 2022 Marketing Partnership Proposal in the amount of \$9,000.00. Commissioner Pelton seconded and the motion carried 2-0.

Commissioner Bauder moved to approve the Lodging Tax Board Project for 2022 Digital Marketing Proposal in the amount of \$18,000.00. Commissioner Pelton seconded and the motion carried 2-0.

Commissioner Bauder moved to approve the Lodging Tax Board Project for Herrmann Global 2022 Marketing Campaign in the amount of \$5,250.00. Commissioner Pelton seconded and the motion carried 2-0.

Commissioner Bauder moved to approve Resolution 2021-38 for a Subdivision Exemption on behalf of Brad Hofmeister to create a 5.09-acre parcel from a 648-acre parcel in an Agricultural (A) zone district in the (S1/2SW1/4) of Section 32, Township 9 North, Range 48 West of the Sixth Principal Meridian, Logan County, Colorado. Commissioner Pelton seconded and the motion carried 2-0.

Commissioner Bauder moved to approve Resolution 2021-39 for a Subdivision Exemption on behalf of Richard O. and Sydney Ann Walker to create a 7.07-acre parcel from a 148-acre parcel in an Agricultural (A) zone district in the West Half of the Southwest Quarter (W1/2SW1/4) of Section 18, Township 7 North, Range 52 West of the Sixth Principal Meridian, Logan County, Colorado. Commissioner Pelton seconded and the motion carried 2-0.

Commissioner Bauder moved to postpone definitely to November 2, 2021 at 9:30 a.m Resolution 2021-40 for a Subdivision Exemption on behalf of Mike Harms to create a 7.57-acre parcel from a 1,287-acre parcel in an Agricultural (A) zone district in a parcel of land known as parcel 1, containing 333,000 sq. ft. (7.57 Acres), more or less, in the West Half of Section 4, Township 10 North, Range 50 West, of the 6th Principal Meridian, in Logan County, Colorado. Commissioner Pelton seconded and the motion carried 2-0.

Commissioner Bauder moved to approve an agreement between Logan County and Xcel Energy and issuance of Right of Way Permit No. 2021-20 for use of the county's right-of-way along County Road 49 for an electrical distribution. Commissioner Pelton seconded and the motion carried 2-0.

Commissioner Bauder moved to approve an agreement between Logan County and Xcel Energy and issuance of Right of Way Permit No. 2021-21 for use of the county's right-of-way along County Road 47 for an electrical distribution. Commissioner Pelton seconded and the motion carried 2-0.

Commissioner Bauder moved to approve a stimulus grant for county fairs for HB21-1262 in the amount of \$45,670.00 and authorize the chairmen to sign. Commissioner Pelton seconded and the motion carried 2-0.

Other Business

The next meeting will be scheduled for Tuesday, November 2, 2021, at 9:30 a.m. at the Logan County Courthouse.

The Board of County Commissioners will hold a budget hearing for the Logan County 2022 Budget and the Logan County Pest District 2022 budget on Tuesday, November 2, 2021 at 9:30 a.m. The proposed budget is available on the Logan County website: <https://logancounty.colorado.gov> .

There being no further business to come before the Board, the meeting adjourned at 10:11 a.m.

Submitted by:


Logan County Clerk

Approved: November 2, 2021

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

(seal)

By: _____
Byron Pelton, Chairman

Attest:

Logan County Clerk & Recorder



Colorado Department of Military and Veterans Affairs
County Veterans Service Officers Monthly Report and Certification of Pay

County of LOGAN Month of OCTOBER 2021

Telephone Calls	from vets 57 to vets 57 about vets 43 prof. 10	Total calls: 167
Appointments	office 25 home 18	Total appointments: 43
Outreach	- 0 -	
Total Served	210	

Surveys Submitted	- 02 -
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WIG #1 Governor's Challenge initiative adopted: (# of times shared)

☒ Lethal Means Safety Video ☒ Gate Keeper Training ☒ Caring Contacts

WIG #2 How many trainings (virtual or in person) have you participated in this month? - 04 -

Certification by County Veterans Service Officer

I hereby certify that the above monthly report is true and accurate to the best of my knowledge and belief. I have been employed as a county veteran service officer at a rate of:

☒ 35 hours per week or fewer

☐ 36 hours per week or more

For the month of OCTOBER, 20 21 from LOGAN county.

Haynie
Signature of County Veterans Service Officer

10/29/2021
Date

Certification by County Commissioner or Designee

In accordance with CRS 28-5-707, I hereby certify the accuracy of the Report CVA-26 revised 2-15-2019:

County Commissioner or Designee of

County

Date

This certification, submitted monthly, properly signed and executed is considered as application for the monetary benefits to the County General Fund in accordance with 28-5-804 (2002) Colorado Revised State Statute.

Submit this form no later than the 15th day the following month to:

Colorado Division of Veterans Affairs West
482 28 Road
Grand Junction, CO 81501
Jessica.quackenbush@state.co.us



October 29, 2021

Dear Logan County Board of County Commissioners:

After reviewing each of the contractor bids for The Annex renovation project, LCEDC would recommend going with Diamond B Design Build Corp.

Carefully going through each of the bids submitted and working with the contractors to review the proposals deemed that Diamond B was not only the initial best cost option of the three, but was providing all of the specific elements that had been requested in the rfp scope. The project varied due to the flexibility with the RFP, however, by line iteming costs carefully it was determined that the DB bid was the best way to achieve the work that is needed while staying within budget, and even potentially reducing costs further.

It is recommended that the BOCC move forward with selecting Diamond B for this project and contract with them as an Agency Construction Manager to encourage further project savings and efficiencies as sub-contractor work is performed.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, reading "Trae W. Miller". The signature is written in a cursive, flowing style.

Trae Miller – Executive Director

Logan County Economic Development

970-520-1283



West CELLS

Dia. B

Tcc

WCC

Frame and Electrical	\$28,630	\$20,342	
Glass in bars at front of cells for private, but see through look.	\$16,800	\$20,518	
Alternative: price option to use Plexi/Lexan for cell fronts			
Plexi/seal doors in order to create privacy.			

East CELLS

Frame insulate and drywall	\$11,250	\$20,214	
glass	\$24,800	\$20,018	
PLASTICS - covering for all bars			\$2,300
Dyrwall - ALL			\$12,000
Misc - Frame and Drywall		\$18,000	

BATHROOM-(Maint/Repair only)

Repair and activitate exisiting plumbing for function.			
wall frame and insulate	\$2,755	\$15,238	
frame south walls	\$876		

HVAC

Replace 3 rooftop units - Look to replace with heat/ac units			\$115,000
New duct work			incl
20 Ton. Central duct.	\$50,000		
Roof repair	\$2,500		
3 roof mini split		\$49,206	
Misc Metals			\$750
Thermal/Moisture			\$2,000

Misc Demo and builds	\$2,500	\$4,574	\$3,500
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Overhead and gen conditions	\$14,400		\$27,450
Gen Conditions		\$25,088	
Overhead and Profit			\$35,652

ALL GLASS ITEMS	\$41,600	\$40,536	\$2,300
ALL DRYWALL AND FRAMING	\$43,511	\$73,794	\$12,000
ELECTRICAL - Gen allowance	\$13,000	\$14,988	\$12,500
HVAC - As presented	\$52,500	\$49,206	\$117,750
General Conditions, Overheads, Profit Margins	\$14,400	\$25,088	\$63,102
	\$167,511	\$208,186	\$211,152

NOT INCLUDED IN BID AMOUNT ABOVE

IT / DATA	\$16,600	\$16,600	\$16,600
Bathroom Repair Allowance (per lowest bid)	\$7,000	\$7,000	\$7,000



Lift	\$38,000	\$38,000	\$38,000
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BID AS PRESENTED: \$229,111 \$269,786 \$272,752

Less Grant Match	\$42,500	\$42,500	\$42,500
Less Current Grant Award	\$155,000	\$155,000	\$155,000

SUPPLEMENTAL REQUIRED: \$31,611 \$72,286 \$75,252

NOT INCLUDED IN BID COMPARISON ANALYSIS

PAINT			\$31,250
Floor prep and carpet			\$3,680
Plumbing to Code			\$22,750
Plumbing repair allowance	\$7,000		

**RESOLUTION
NO. 2021-40**

**BOARD OF COUNTY COMMISSIONERS
COUNTY OF LOGAN, STATE OF COLORADO
SUBDIVISION EXEMPTION FOR BONNIE J. HARMS FAMILY INVESTMENTS, LLC**

WHEREAS, Section 30-28-101 (10)(d), C.R.S., as amended, authorizes the Board of County Commissioners pursuant to resolution to exempt from the detailed requirements of the Logan County Subdivision Regulations any division of land if the Board of County Commissioners determines that such division is not within the purposes of the statutory provisions governing land division; and

WHEREAS, Bonnie J. Harms Family Investments, LLC has applied for an exemption from the Logan County Subdivision Regulations with reference to a proposed parcel to be created which is legally described as follows:

A parcel of land known as parcel 1 containing 333,000 sq. ft. (7.57 Acres), more or less, in the West Half of Section 4, Township 10 North, Range 50 West, of the 6th Principal Meridian, in Logan County, Colorado, said parcel being more particularly described as follows:

Commencing at the Southwest corner of Section 4, Township 10 North, Range 50 West, of the 6th Principal Meridian, thence along the West line of said Section 4, North 01°27'46" West, a distance of 2300.50 feet, thence North 88°32'14" East, a distance of 30.00 feet, to a point of the East right of way line for Logan County Road 65 and to the point of beginning.

Thence along the East right of way line of Logan County Road 65, North 01°27'46" West, a distance of 660.00 feet;

Thence departing said East right of way line, North 88°32'14" East, a distance of 500.00 feet;

Thence on a line parallel to the West line of said Section 4, South 01°27'46" East, a distance of 660.00 feet;

Thence South 88°32'14" West, a distance of 500.00 feet, to a point on said East right of way line of Logan County Road 65, and more or less to the point of beginning.

(As represented on official Subdivision Exemption Plat 2021-40); and

WHEREAS, Bonnie J Harms Family Investments, LLC intends to create a parcel, consisting of 7.57 acres, more or less, subdivided from a 1287 acre parcel in an Agricultural (A) zone district, for use as a residence; and

WHEREAS, the Chairman of the Logan County Planning Commission recommended approval of the application after reviewing the application, studying the staff review, and reviewing the proposed plat on October 29, 2021; and

WHEREAS, a public hearing was held by the Board of County Commissioners on October 29, 2021, at which time the Board reviewed the application and any exhibits, and heard the comments of the staff and any interested parties; and

WHEREAS, based on the application, supporting information, comments of staff and testimony of any interested persons, the Board finds as follows:

1. That the exemption is consistent with, and conforms to the Logan County Zoning Resolution and Subdivision Regulations.
2. That the exemption relates to a division of land that is determined not to be within the

purpose of C.R.S. 30-28-101, et. seq.

3. That legal and physical access is provided to the parcel by enforceable public rights-of-way or recorded easements, and the size, location and availability of essential services to the proposed parcel are reasonable, appropriate and customary for the intended use.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Logan County, Colorado, that the application by Bonnie J. Harms Family Investment, LLC, for a Subdivision Exemption for the creation of a 7.57 acre parcel, more or less, in the unincorporated area of Logan County, as described above and as represented on official Subdivision Plat 2021-40, is hereby approved, provided that no further subdividing of the above described parcel shall occur without the prior approval of the Board of County Commissioners.

DONE on Tuesday, this 2nd day of November, 2021.

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

(Aye)(Nay)
Byron H. Pelton, Chairman

(Aye)(Nay)
Jane E. Bauder, Vice Chairman

(Aye)(Nay)
Joseph A. McBride, Commissioner

I, Pamela M. Bacon, County Clerk and Recorder in and for the County of Logan, State of Colorado, do hereby certify that the foregoing Resolution was adopted by the Board of County Commissioners of the County of Logan and State of Colorado, in regular session on this 2nd day of November 2021.

County Clerk and Recorder

FORM 7. APPLICATION FOR SUBDIVISION EXEMPTION PLAT APPROVAL

(To be filed in duplicate)

(Incomplete Applications will not be accepted)

Date 9-7-2021

1. Name of Subdivision Exemption Bonnie J. Harms Family Investments, LLC

2. Name of Applicant Michael E. Harms & Daniel W. Harms Phone 308-379-5237

Address 29508 Road 65 Iliff CO 807336
(Street No. and Name) (Post Office) (State) (Zip Code)

3. Name of Local Agent None Phone _____

Address _____
(Street No. and Name) (Post Office) (State) (Zip Code)

4. Owner of Record Bonnie J. Harms Family Investments, LLC Phone N/A

Address 29508 Road 65 Iliff CO 807336
(Street No. and Name) (Post Office) (State) (Zip Code)

5. Prospective Buyer _____ Phone _____

Address _____
(Street No. and Name) (Post Office) (State) (Zip Code)

6. Land Surveyor Wildcat Surveying Phone 308-279-2072

Address 307 Church Street Harrisburg NE 69345
(Street No. and Name) (Post Office) (State) (Zip Code)

7. Attorney _____ Phone _____

Address _____
(Street No. and Name) (Post Office) (State) (Zip Code)

8. Subdivision Exemption Location: on the East side of County Road 65

2357 Feet South of County Road 65
(Direction) (Street)

9. Postal Delivery Area Iliff School District _____

10. Total Acreage _____ Zone AG Number of Lots 1

11. Tax Map Designation: Section/Township/Range West Half Section 4, T10N, R50W Lot(s) 1

12. Has the Board of Zoning Appeals granted variance, exception, or conditional permit concerning this property?

If so, list Case No. and Name _____

13. Is Deed recorded in Torrens System: Number No

14. Is Deed recorded in General System: Book 1000 Page 424

15. Current Land Use: AG

16. Proposed Use of Each Parcel : AG/Residential

17. Proposed Water and Sewer Facilities: Existing Well & Septic

18. Proposed Public Access to each new parcel: Adjoining County Road 65-existing driveway

19. Reason for request of this exemption (may use additional pages): _____

Estate Planning

List all contiguous holdings in the same ownership:

Section/Township/Range _____ Lot(s) _____

Attached hereto is an affidavit of ownership indicating the dates the respective holdings of land were acquired, together with the book and page of each conveyance into the present owner as recorded with the Logan County Clerk and Recorder. This affidavit shall indicate the legal owner of the property; the contract owner of the property, and the date the Contract of Sale was executed. IN THE EVENT OF CORPORATE OWNERSHIP: A list of all directors, officers, and stockholders of each corporation owning more than five percent (5%) of any class of stock must be attached [this need only be provided if Developer is requesting special assessment financing, the formation of improvement district(s) or benefit district(s)].

The applicant hereby consents to the provisions of Article 8.2 A&B of the Logan County Subdivision Regulations.

STATE OF COLORADO

) SS:

COUNTY OF LOGAN

_____ hereby depose and say that all of the above statements and the statements contained in the papers submitted herewith are true.

Michael Haines Dan Haines
(Applicant Signature)

Mailing Address:

29508 CR 65

Iliff Co 80736

MY COMMISSION EXPIRES:

FOR COUNTY USE

Application Fee: One Hundred (\$100.00) and Thirteen (\$13.00) separate check for
recording fee. Date of Planning Commission: _____

Recommendation of Planning Commission: ✓ Approval _____ Denial _____

Recommended Conditions of Subdivision Exemption:


Chairperson, Planning Commission

COUNTY COMMISSIONERS ACTION:

Conditions of Subdivision Exemption:

Date Granted: _____

Date Denied: _____

Byron H. Pelton (Aye) (Nay)

Joseph A. McBride (Aye) (Nay)

Jane E. Bauder (Aye) (Nay)

SUBDIVISION EXEMPTION PLAT NUMBER _____

A PARCEL OF LAND BEING IN THE WEST HALF OF SECTION 4,
TOWNSHIP 10 NORTH, RANGE 50 WEST, OF THE 6TH P.M.
ALSO BEING IN LOGAN COUNTY EAST OF STERLING COLORADO

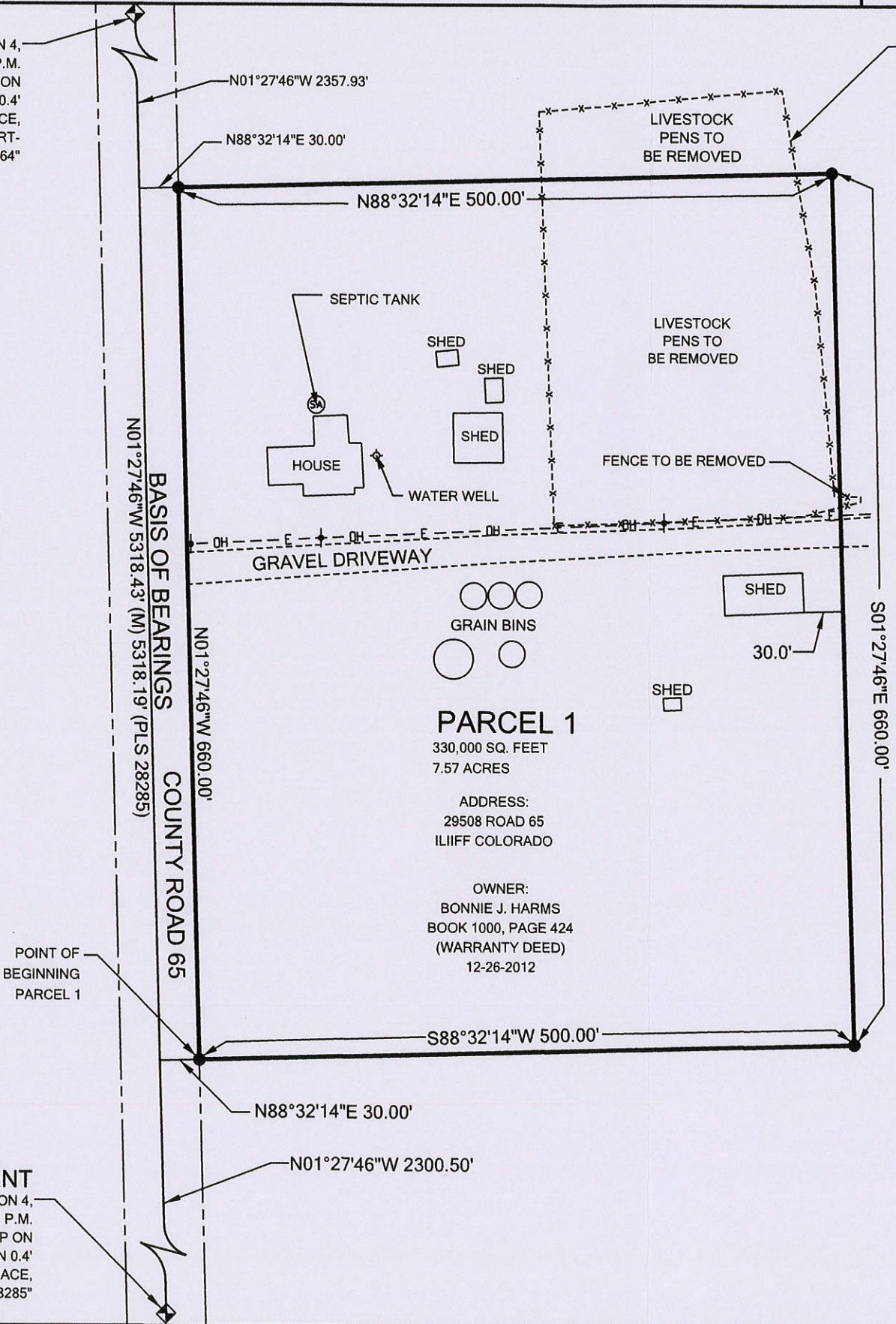
Sheet Revisions		
Date	Description	Initials
09-02-21	FIELD SURVEY	CJG
09-03-21	DRAFTED SURVEY	CJG



SUBDIVISION EXEMPTION PLAT			
Plan Sheet			
Project Number:		348-01-2021	
Project Location: NEAR ILIFF COLORADO (LOGAN COUNTY, COLORADO)			
Project Code	Last Mod. Date	Subset	Sheet No.
348	07-20-2021	2 of 2	2

NORTHWEST CORNER OF SECTION 4,
T. 10 N., R. 50 W. 6TH P.M.
FOUND 2.5" ALUMINUM CAP ON
3/4" REBAR, DOWN 0.4'
BELOW SURFACE,
STAMPED IN PART-
"ANNE KORBE" PLS 26964"

SECTION 5
T. 10 N. R. 50 W.
6TH P.M.



WEST HALF
SECTION 4
T. 10 N. R. 50 W.
6TH P.M.

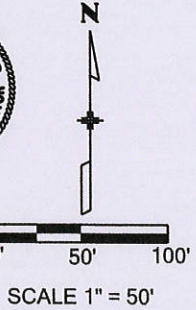
OWNER:
BONNIE J. HARMS
BOOK 1000, PAGE 424
(WARRANTY DEED)
12-26-2012

- SURVEY LEGEND**
- INDICATES SET 1-5/16" ORANGE PLASTIC CAP & 5/8" REBAR, STAMPED "PLS 38287"
 - INDICATES CALCULATED POSITION ONLY, NOT FOUND OR ESTABLISHED IN THIS SURVEY
 - ◆ INDICATES FOUND SECTION CORNER AS DESCRIBED
 - ⊙ INDICATES FOUND QUARTER SECTION AS DESCRIBED
 - (M) INDICATES MEASURED DISTANCE BY WILDCAT SURVEYING
 - (R) INDICATES RECORD DISTANCE FROM ORIGINAL RECORDS

POINT OF COMMENCEMENT
SOUTHWEST CORNER OF SECTION 4,
T. 10 N., R. 50 W. 6TH P.M.
FOUND 2.5" ALUMINUM CAP ON
3/4" REBAR, DOWN 0.4'
BELOW SURFACE,
STAMPED IN PART- "D.B. & CO" PLS 28285"



TYPICAL CAP SET 1-5/16"
ORANGE PLASTIC CAP
& 5/8" REBAR, STAMPED "PLS 38287"





September 21, 2021

Onsite and/or Remote Technical Support Request for Proposal

The Board of County Commissioners of Logan County is requesting proposals for Information Technology and Computer Support services for the Logan County Governmental Offices.

A successful respondent must have the capability to provide comprehensive technical computer, server and network support of in house and remote servers along with cloud email storage. In addition to the network support, there will be the need for the IT company to maintain the firewalls and antiviruses for the County Network along with Microsoft Office 365 Licenses for all (58) County systems along with 25 systems that require limited support / Antivirus only there are also approximately 18 email only accounts with some of those being alias accounts. It may be possible for a consultant to provide a significant portion of the support service remotely, but periodic on-site visits would be required. Proposals must address both remote and on-site solutions. All quantities are estimates we are open to service provider recommendations. It is the responsibility of the service provider to monitor any State and Federal laws pertaining to Cybersecurity, must follow NIST standards and current House Bill 18-1128.

The services desired would provide Information Technology and Computer Support for the following Logan County Governmental Offices:

- Commissioner's and Commissioner's Administration Office
- Assessor's Office, Treasurer's Office, Clerk's Office
- Human Resources Office, Finance Office
- Planning and Zoning Office, Emergency Manager's Office, Public Information Office
- Offsite Locations
 - County Attorney's Office / CSU Extension
 - Road and Bridge Department
 - Fairgrounds
 - Visitor Center
 - Landfill
 - Heritage Center (Firewall only for Elections)

In addition, the consultant will be required to work with and around State IT personnel associated with Elections and Motor Vehicle systems, the Treasurer's Tyler Technology system, the Assessor's GIS mapping system, Finance and Human Resources Computer Information Concepts system.

The Logan County Board of County Commissioners will hold a mandatory Pre-Proposal walk-through along with Question and Answers on October 1st, 2021 at 10:00 am.

Deadline for proposals is October 29th, 2021 at 5:00 p.m. Proposals may be submitted in person, via Bid Net, mailed, or emailed to: Logan County Commissioners, 315 Main Street, Sterling, CO 80751 or at commissioners@logancountyco.gov. If you need additional information or have

questions, contact Logan County Commissioner Jane Bauder at 970-466-7541 or Jerry Casebolt at 970-520-0991.

Logan County Characteristics

- **Logan County Courthouse 315 Main St. Sterling, CO 80751** - 44 workstations connected to the Counties network and servers, 6 systems with limited support. The Courthouse is the main hub for all County infrastructure along with State provided elections computers and systems. Must be in compliance with current House Bill 18-1128.
 - **Logan County Fairgrounds 1120 Pawnee Ave. Sterling, CO 80751**
 - 1 workstation in maintenance building full support
 - 1 workstation in Event Center full support
 - 4 computers in ticket office used the first week of August, during fair may need additional support. These systems only need Antivirus.
 - **Logan County Road & Bridge 12603 County Rd 33 Sterling, CO 80751** –
 - 2 workstations in the Road & Bridge office full support
 - 3 workstations that require limited support antivirus only
 - 1 firewall that connects to County System
 - **Logan County Attorney / CSU Extension 508 South 10th Ave. Sterling, CO 80751**
 - 7 workstations in the office full support
 - 1 workstation that requires antivirus only
 - 1 firewall that connects to County System
 - **Heritage Center**
 - 2 workstations that require limited support antivirus only
 - 1 firewall that connects to County System
 - **Visitor Center 102 N. Riverview Rd Sterling, CO 80751**
 - 1 workstation that requires antivirus only
 - **Landfill**
 - 3 workstations in office full support
 - 2 workstations that require antivirus only

Infrastructure

- 7 servers located in Courthouse and to be hosted off site or in the cloud.
- Office 365 suite
- Network Switch for IP Phone system

- 6 Firewalls for County systems
- Maintain and renew all Cisco or equivalent firewall licenses
- Maintain and renew Adobe licensing for the County departments

Common Service Requirements:

- Vendor shall have network engineering support 24 hours per day, 365 days per year.
- Vendor shall maintain network monitoring capability and notify Logan County at the point of any disruption of service, at no time shall it take longer than thirty (30) minutes to send notification from the time the outage occurs.
- Technical support shall be available by person-to-person contact Monday through Friday during the hours of 7:00 AM through 6:00 P.M. Mountain Standard Time Proposal must state in writing how this service is provided.
- Vendor shall state in writing what, if any, detail technical support offered – either at no charge or at a stated fee.
- Vendor shall provide web-based bandwidth utilization reporting including monthly traffic monitoring and analysis to the Counties designated official.
- Vendor shall guarantee quality of service – minimum uptime 99.999% per month with minimum of four (4) hours response and resolution to problems, with documented discounts given for outages that exceed four (4) hours. Logan County will allow for brief pre-arranged outages during off-hours for maintenance between the hours of 12:00 am and 6:00 am.
- Network/Transit delay shall not exceed an average of 80milliseconds over a 5-minute period where the circumstances are under the Vendor's control.
- Packet loss shall not exceed an average of .1% over a 5-minute period where the circumstances are under the Vendor's control.
 - Vendor must specify how the above conditions are met.
- Microsoft Office 365 Licensing for workstations (archiving and backup)
- Support of Voice Over IP Telephone system.
- Patch Management
- Antivirus, Antimalware, Antispam - Core
- Network Monitoring & Reporting
- Firewall & Syslog Monitor & Reporting
- Automated Maintenance
- Vendor Support (Tyler Tec/CIC/State of Colorado/Internet provider)
- Backup and Disaster Recovery
- Offsite Backup Offsite – File Backup
- Workstation changes, adds or moves
- VPN
- Participate in CISA (cybersecurity & infrastructure security agency)
- Maintain Ubiquiti Unifi Wireless system at Logan County Fairgrounds

COLORADO OPIOIDS SETTLEMENT MEMORANDUM OF UNDERSTANDING ("MOU")

Thursday, August 26

Agenda Packet
11/2/21

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%

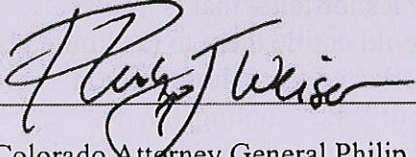
3. If the court in *In Re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio), or if a Settlement establishes a common benefit fund or similar device to compensate attorneys for services rendered and expenses incurred that have benefited plaintiffs generally in the litigation (the "Common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

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

Colorado Attorney General Philip J. Weiser

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

this 2nd day of November, 2021 by:

Name & Title Byron H. Pelton, Chairman, Board of County Commissioners

On behalf of Logan County, Colorado

Exhibit A

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*

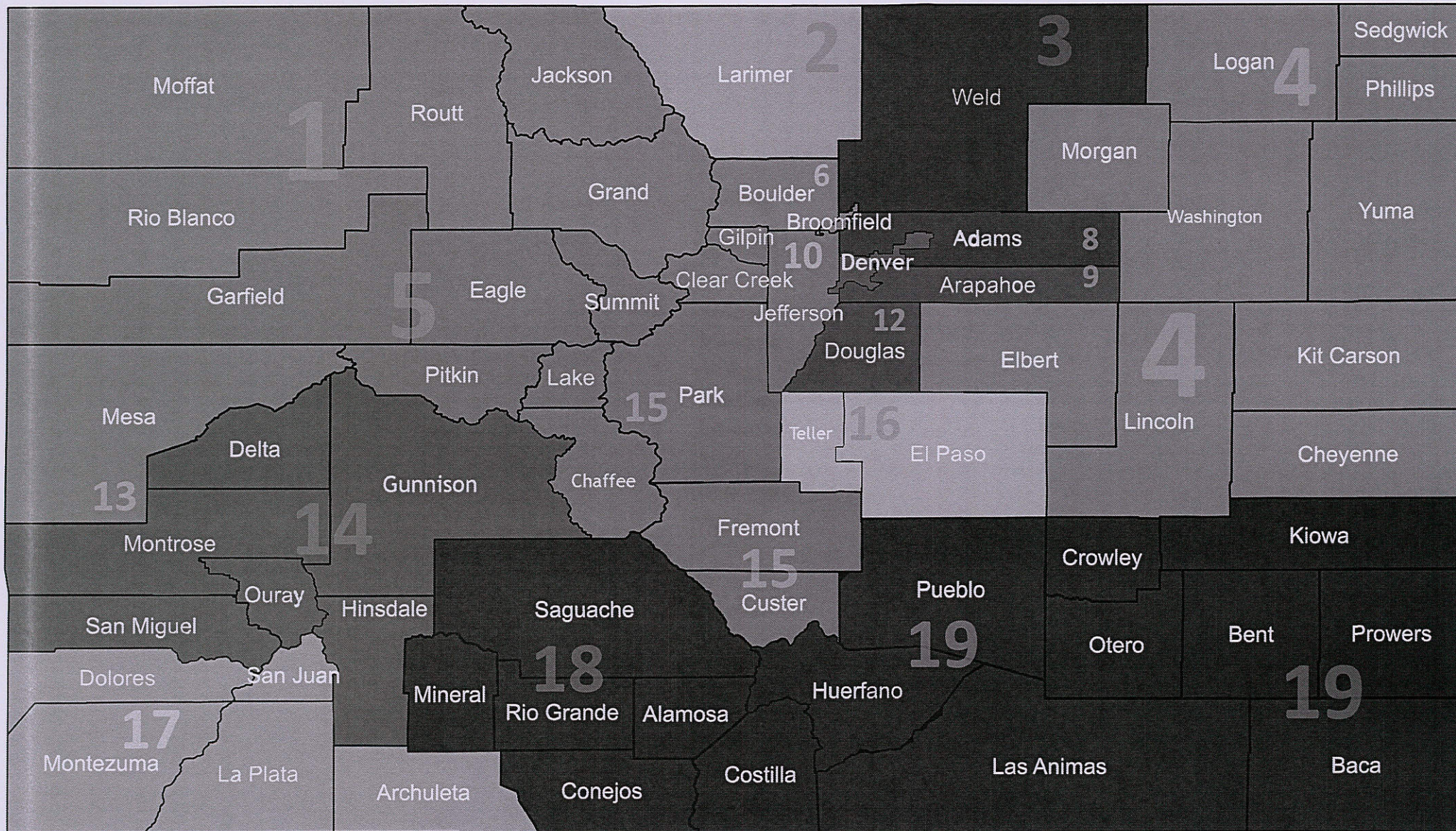
Government Name	County	Gov't Type	Multi-County
Yuma County	Yuma	County	
Eckley	Yuma	City	
Wray	Yuma	City	
Yuma	Yuma	City	

*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%

ibit E

Exhibit E - Intracounty Allocations^{1,2}

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

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

Alamosa County	85.3075%
Alamosa	14.6818%
Hooper	0.0108%

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

Archuleta County	90.0864%
Pagosa Springs	9.9136%

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

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

Bent County	80.9608%
Las Animas	19.0392%

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

Broomfield County/City	100.0000%
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Chaffee County	74.8440%
Buena Vista	5.8841%
Poncha Springs	4.2369%
Salida	15.0350%

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

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

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

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

Government Name	Intracounty Share
Red Cliff	0.0957%
Vail	23.5250%

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

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

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

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

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

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

Government Name	Intracounty Share
Winter Park	8.6154%

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

Hinsdale County	76.0940%
Lake City	23.9060%

Huerfano County	68.2709%
La Veta	11.0719%
Walsenburg	20.6572%

Jackson County	61.5339%
Walden	38.4661%

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

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

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

Government Name	Intracounty Share
Vona	0.0775%

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

Lake County	73.4523%
Leadville	26.5477%

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

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

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

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

Mesa County	60.8549%
Collbran	0.0920%

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

Mineral County	87.6744%
City of Creede	12.3256%

Moffat County	91.7981%
Craig	8.1862%
Dinosaur	0.0157%

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

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

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

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

Ouray County	76.0810%
Ouray	17.6541%
Ridgway	6.2649%

Park County	96.3983%
Alma	0.7780%

Government Name	Intracounty Share
Fairplay	2.8237%
Phillips County	52.3463%
Haxtun	13.9505%
Holyoke	33.1803%
Paoli	0.5228%
Pitkin County	47.1379%
Aspen	42.0707%
Basalt (2 Counties)	1.1156%
Snowmass Village	9.6757%
Prowers County	70.4524%
Granada	0.9965%
Hartman	0.3164%
Holly	4.9826%
Lamar	21.5860%
Wiley	1.6661%
Pueblo County	54.6622%
Boone	0.0019%
Pueblo	45.3350%
Rye	0.0008%
Rio Blanco County	78.2831%
Meeker	9.1326%
Rangely	12.5843%
Rio Grande County	68.0724%
Center (2 Counties)	0.7713%
Del Norte	6.7762%
Monte Vista	20.4513%
South Fork	3.9288%
Routt County	58.5353%
Hayden	1.0679%
Oak Creek	0.6360%
Steamboat Springs	39.4499%
Yampa	0.3109%
Saguache County	92.8796%
Bonanza	0.1367%
Center (2 Counties)	6.3687%
Crestone	0.0137%

Government Name	Intracounty Share
Moffat	0.3553%
Saguache	0.2460%

San Juan County	87.0423%
Silverton	12.9577%

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

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

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

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

Washington County	99.1320%
Akron	0.7659%
Otis	0.1021%

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

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

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

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:	Logan County Government	State:	Colorado
Authorized Official:	Byron H. Pelton		
Address 1:	315 Main Street		
Address 2:			
City, State, Zip:	Sterling, Colorado 80751		
Phone:	970-522-0888 Ext. 223		
Email:	bpelton@logancountyco.gov		

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: Byron H. Pelton

Title: Chairman, Board of County Commissioners

Date: November 2, 2021

EXHIBIT K

Subdivision Settlement Participation Form

Governmental Entity:	Logan County Government	State:	Colorado
Authorized Official:	Byron H. Pelton		
Address 1:	315 Main Street		
Address 2:			
City, State, Zip:	Sterling, CO 80751		
Phone:	970-522-0888 Ext. 223		
Email:	bpelton@logancountyco.gov		

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: Byron H. Pelton

Title: Chairman, Board of County Commissioners

Date: November 2, 2021

Colorado Subdivision Escrow Agreement

Governmental Entity:	Logan County, Colorado	State: CO
Authorized Official:	Byron H. Pelton	
Address 1:	315 Main Street	
Address 2:		
City, State, Zip:	Sterling, Colorado 80751	
Phone:	970-522-0888 Ext. 223	
Email:	bpelton@logancountyco.gov	

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 Rohrbach 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 Rohrbach 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 Logan County

Authorized Signature

November 2, 2021

Date



REQUEST FOR PROPOSALS

The Logan County Commissioners Office is accepting proposals from qualified Energy Service Companies (ESCO) to perform an investment grade audit (IGA) and develop an energy performance contracting (EPC) project proposal. Logan County is interested in pursuing the EPC in accordance with Colorado Energy Performance Contracting statute.

Goals of the project are: 1) Evaluate the County's facilities for energy and water conservation measures and facility improvement measures as requested; 2) Conduct an IGA and provide a report that makes recommendations for possible projects; 3) Support the County's efforts in locating funding and/or financing of the proposed energy projects within the boundaries of Dodd-Frank and other regulations; 4) If retained, execute and implement an EPC.

Scope of Work: The County is seeking to upgrade aging and failing systems, equipment, and infrastructure as well as realize a potential reduction in electric, gas and water use in most facilities. In addition, the County would like to see drastic improvements in building comfort, health and indoor environment quality, system reliability, ease of operation and overall modernization in the operation of its facilities. An emphasis will be placed on the ESCO to be as creative as possible with their energy conservation measures and facility improvement measures. County and ESCO will establish specific goals at the outset of the IGA to guide the project development effort.

More detailed information relating to the scope of work is available upon request to the Logan County Commissioners Office. Proposals are due by 5:00 p.m. July 19, 2021 and shall be submitted by hard copy to: Logan County Commissioners, Attn: Energy Performance Contracting Project, 315 Main Street, Sterling, CO 80751 or electronically to: jcrow@logancountyco.gov and will be opened publicly in the regular meeting of the Board of County Commissioners on Tuesday, July 20, 2021 at 9:00 a.m. For more information please call Chance Wright (970) 520-9919.

Bids received after the deadline shall be considered to be non-responsive and will not be considered. The Logan County Commissioners Office reserves the right to reject any and/or all proposals.

REQUEST FOR PROPOSALS (RFP)
For
Turn-key Professional Services
to provide
An Energy Performance Contracting Project

Logan County, Colorado
Chance Wright, Director of Facilities
315 Main Street
Sterling, CO 80751
970.520.9919
cwright@logancountyco.gov

Proposal Due Date
5:00PM (mountain)
July 19th, 2021

TABLE OF CONTENTS

Section A. Selection Process

1. General Information
2. Timeline
3. Minimum Team Qualifications
4. Scope of Work
5. Buildings, Facilities and Approach
6. Equipment Compatibility and Selection
7. Proposal Due Date
8. Selection
9. Award
10. Contact Information

Section B. Selection Criteria

1. Management Approach
2. Project Approach
3. Investment Grade Audit
4. Conceptual Project Development
5. Best Value

Attachment A. Facility Information

SECTION A: SELECTION PROCESS

1. General Information

Logan County, Colorado (herein after "County") seeks qualified Energy Service Companies ("ESCO") to perform an investment grade audit ("IGA") and develop an energy performance contracting ("EPC") project proposal. Logan County is interested in pursuing the EPC in accordance with Colorado Energy Performance Contracting statute.

The goals of the project are to: (1) evaluate the County's facility for energy and water conservation measures ("ECMs") and facility improvement measures ("FIM") as requested, (2) conduct an IGA and provide a report that makes recommendations for possible projects, (3) support the County's efforts in locating funding and/or financing of the proposed energy projects within the boundaries of Dodd-Frank and other regulations, (4) if retained, execute and implement an EPC.

EPC execution includes guaranteeing energy and water savings through a specific scope of work and measuring and verifying that the savings guarantee has been delivered. EPC implementation including construction and implementation oversight and management, commissioning, and execution of the measurement and verification (M&V) plan that meets or exceeds the requirements of the County and enabling legislation.

While it is the desire of the County to enter into a long-term partnership with the awarded ESCO, the County does not guarantee the award of an EPC to the chosen ESCO. An EPC award will be determined following acceptance of the project proposal.

Format

Electronic proposals shall meet the following formatting requirements:

- Proposals shall be in a format and sequencing commensurate with the RFP.
- Proposals shall include a table of contents.
- The proposal narrative shall not exceed 25 pages.
- Resumes should be limited to two (2) pages per individual. Please attach resumes to the end of your proposal as an Appendix.
- The page limit does include resumes, additional pages to describe disclosures of legal and administrative proceedings and financial condition, sample process documents, and tabs.
- Proposals which contain unnecessarily elaborate artwork are discouraged.
- Proposals should be delivered via electronic email in PDF format or four sealed hard copies.

Proposal shall be submitted via electronic delivery or hand delivered to:

Logan County Commissioners, Attn: Energy Performance Contracting Project
315 Main Street, Sterling, CO, 80751
jcrow@logancountyco.gov

2. TIMELINE

The following table provides the anticipated timeline for completion of this RFP process.

Activity	Timeline
Issue RFP	June 9 th , 2021
Deadline for questions	July 6 th , 2021
Deadline for answers to questions	July 12 th , 2021
Proposals due	July 19 th , 2021 5:00pm (mountain)
Review of proposals	July 20 th , 2021
Potential Interview of ESCOs	July 21 st - July 27 th , 2021
Select ESCO	August 3 rd , 2021

3. MINIMUM TEAM QUALIFICATIONS

ESCO must provide proof of teams demonstrated capabilities in engineering and management to provide a broad range of services. County has additional experience requirements of the selected ESCO for this project. It is desired that selected ESCO have experience developing efficiency projects in the following areas/facility types:

County Government Buildings/Facility Experience

- a. Historic Courthouses
- b. Law Enforcement Facilities/ Jails
- c. Government Offices

Investment Grade Audit and Project Proposal Phase

- d. IGA to evaluate costs and savings of a variety of energy and facility improvement measures
- e. Project proposal including financial analysis
- f. Implementation plan
- g. Guaranteed maximum price (GMP)
- h. Guaranteed energy & operational savings
- i. Monitoring & verification plan
- j. Ability to facilitate/ assist in arranging financing proposals

Construction/Implementation/Commissioning Phase

- k. Engineering design
- l. Equipment procurement and purchasing
- m. Construction management
- n. Hazardous waste disposal or recycling
- o. Commissioning

Guarantee/ Monitoring Phase

- a. Continuing operations and maintenance for all improvements
- b. Staff training on routine maintenance and operation of systems
- c. Training of occupants
- d. Guarantee of performance and cost savings for the entire term of contract
- e. Monitoring and verification for measurement and reporting of the performance and savings
- f. Maintaining long-term, high-efficiency performance of buildings
- g. Continuing operations and maintenance for all improvements

ESCO must have the technical capabilities to address a broad range of systems including but not limited to:

- a. Mechanical Systems: Heating, ventilating and air conditioning (HVAC) systems, energy management and control systems, domestic hot water systems, distribution systems, etc.
- b. Lighting Systems: Indoor and outdoor lighting systems, lighting controls, and day-lighting strategies.
- c. Building envelope Systems: Windows, insulation, weatherization, etc.
- d. Specialty Systems: Renewable energy systems.
- e. Water and Sewage Systems: Automatic controls, low-flow faucet aerators, low-flow toilets, cooling tower modifications, etc.

4. SCOPE OF WORK

In general, the County is seeking to upgrade aging and failing systems, equipment, and infrastructure as well as realize a potential reduction in electric, gas and water use in all facilities listed in Attachment A. In addition, the County would also like to see drastic improvements in building comfort, health and indoor environment quality, system reliability, ease of operation, and overall modernization in the operation of its facilities. An emphasis will be placed on the ESCO to be as creative as possible with their Energy Conservation Measures (ECMs) and Facility Improvement Measures (FIMs). County and ESCO will establish specific goals at the outset of the IGA to guide the project development effort.

The awarded ESCO shall evaluate the identified buildings and potentially other facilities for energy and water efficiency upgrades, facility/capital improvements, and other measures as requested by the County. (Buildings and other facility information, may be found in Attachment A.) This does not limit the ESCO from suggesting other energy savings or facility improvement projects in the normal course of the contract.

After the execution of the IGA contract, the chosen ESCO will then provide a comprehensive IGA report and EPC to make recommendations for possible projects based on the results of the IGA. Upon completion of the IGA and EPC the County may elect to enter into an EPC with the awarded ESCO for design, project management, construction, commissioning and measurement and verification services.

5. BUILDINGS, FACILITIES AND APPROACH

All facilities owned, managed, or operated by County at any time during the term of the performance contract may be considered for this work. Facilities not yet identified that are under the jurisdiction of County at any time during the term of the EPC can be added to the scope of work in a contract amendment. The EPC can be amended upon mutual agreement of the parties at any time during the initial performance contract term to address other buildings or new projects.

County reserves the right to reduce/expand the scope of work, to conduct the work in phases or to segment work in facilities based on technological improvements.

6. EQUIPMENT COMPATIBILITY AND SELECTION

All equipment recommended to be installed shall offer compatibility with existing systems, and County reserves the right for final approval and selection of equipment prior to installation.

7. PROPOSAL DUE DATE

Proposals are due by the date and time identified in Section A.2. Proposal shall be submitted via electronic mail delivery or by hand to:

Logan County Commissioners, Attn: Energy Performance Contracting Project
315 Main Street, Sterling, CO, 80751
jcrow@logancountyco.gov

8. SELECTION

The County Commissioners and facilities director will review the proposals submitted by the stated deadline. The County will conduct interviews with short-listed firms and select an ESCO based on the criteria in this RFP and the interview process. Each ESCO will receive a 30-minute time slot to discuss their team and their proposed solutions. Each firm may be asked a series of questions following the presentation.

The County reserves the right to waive any formality or any informality in the proposal award process. The County reserves the right to accept, in whole or in part, and to reject all proposals, as necessary.

Selection of Preferred Partner

A selection will be made in accordance with the following criteria and points.

- Management Approach (15 points)
 - Project Personnel Qualifications
 - Past Project Experience
- Project Approach (25 points)
 - Development and Design Approach
 - Construction
 - Post Construction Services
- Project Costs (20 points)
 - IGA Fee
 - Soft Cost Markups
 - Transparent Pricing
- Conceptual Project Development (30 points)
 - Quality of Conceptual Design
 - Project Scope
 - Engineering Analysis
 - Additional Benefits to owner/occupants
- Best Value (10 points)
 - Approach to Best Value

9. AWARD

After contract award, the County and selected ESCO finalize the IGA Contract in accordance with the IGA fee contained within your RFP response.

10. CONTACT INFORMATION

Questions regarding this Request for Proposal should be directed to: Chance Wright, Director of Facilities, Logan County, 970.520.9919, cwright@logancountyco.gov no later than 5pm on July 6th, 2021.

SECTION B: SELECTION CRITERIA

ESCO proposals will be evaluated on its written response to the following criteria.

1. MANAGEMENT APPROACH

1.1 Project Management and Coordination

Provide ESCO's organization chart (by name as available) specifically assigned to managing, designing and implementing the County's potential project, including the title of each individual shown and the lines of authority within the overall organization. Identify portions of the effort, if any, that are proposed to be subcontracted and provide the same information for subcontractor organization and personnel.

1.2 Appropriate Market Sector and Geographic Experience/Expertise

Provide information that emphasizes ESCO team's experience and expertise in County's specific market sector and geographic area. Describe projects/experience of the team members being proposed for the County's specific project. Each applicable project listed shall indicate which team members were involved, with current or former firm, and the capacity in which they were involved.

Project Name/ Prime ESCO	Staff's Name/ Role in Project	Facility Type	City & State	Project Size (Dollars)	Year Completed

1.3 Project Personnel and Staffing

Identify each individual(s) who will have primary responsibility for the following tasks: project management, technical analysis, engineering design, construction management, construction, training, post-construction measurement and verification, and other services. Include a table to identify and describe the individual(s) who will have primary responsibility for each task. Every individual listed is expected to have a direct role in the project and execute the primary responsibilities listed above on the actual project. No substitutions of listed team members will be allowed without County approval. The primary team lead (Project Manager) must be a licensed mechanical engineer in Colorado and is expected to attend in-person and virtual meetings. The Project Engineer must seal and stamp all design drawings.

- Column 1: Name and title. Indicate whether ESCO staff or subcontractor. If a subcontractor, indicate name of subcontractor firm.
- Column 2: Specify intended role and responsibilities for this contract and for possible EPC implementation work, such as technical analysis, engineering design, construction management, construction, training, post-construction measurement and verification, support, or other services (specify).
- Column 3: Identify the estimated percentage of the individual's time that will be spent on this project.
- Column 4: Level of expertise, indicated by: number of years of relevant experience, license/certifications, and relevant supervisory responsibilities

	Name and Title Staff or Subcontractor? Base Location?	Intended Role	Percentage of Time on Project	Level of Experience
1				
2				

Include resumes and historical information for each member of the proposed team specific for their County project as indicated in the Organizational Chart and Staffing Table. Include a list of their relevant projects of similar size and scope including role, type of project, project cost, and any other information to support their skills/ knowledge (up to two pages).

2. PROJECT APPROACH

The expectation is that there will be schematic and design development phases where client input and approvals will be required prior to construction document development. Additionally, the client will provide design build design intent specifications for the major mechanical, electrical, plumbing and other improvements that may be looked at for energy savings. The requirements of these specifications will need to be incorporated into design documents and final construction.

For each section below, the ESCO should respond in the context of the recommended upgrades from the preliminary engineering analysis of the facilities listed in Attachment A.

2.1 Design

Discuss your firm's design approach.

2.2 Product Selection

Discuss your firm's product specification procedures.

2.3 Construction

Discuss your firm's construction approach, including:

- Work plan development and coordination of identified client work requirements
- Communication with users and facilities personnel throughout process
- Methods of procedures submittals and approvals
- Support for client calendar and events
- Safety practices and procedures

2.4 Closeout

Discuss your firm's approach to following critical closeout activities:

- Systems commissioning
- Punch-List process
- Owner Training
- Post-Implementation Report, which is a reconciliation of the EPC savings guarantee with any modifications during project implementation.
- Provision of Record Documents – i.e. As-Builts / Operation & Maintenance manuals

2.5 Measurement and Verification

Discuss your firm's approach to measurement and verification of energy savings and the approach to the guarantee. Describe how your team works with clients to identify and report on energy savings and/or potential energy savings shortfalls.

2.6 Support Services and Client Relationship Management

Discuss your firm's experience in other, supporting areas, such as:

- Support Services
- On-Going Client Relationship Management

3. INVESTMENT GRADE AUDIT

3.1 IGA Pricing

Respondents will provide their investment grade audit fee for assessment of all county buildings according to the list in Attachment A. These services shall include preliminary scoping, and design adequate to result in the development of a Guaranteed Maximum Price and EPC for all County buildings. Describe what tasks and services will be included in the IGA under this fee.

4. CONCEPTUAL PROJECT DEVELOPMENT

4.1 Preliminary Engineering Analysis

County is requesting conceptual project development for the buildings listed in Attachment A. Produce a preliminary engineering analysis report detailing concepts for facility upgrades for energy efficiency, comfort, reliability, and maintenance improvements, and to address end of life systems. Include cost and savings estimates for each recommended upgrade.

Logan County is seeking solutions which include but are not limited to:

- HVAC system renovations to minimize maintenance concerns, reduce energy usage, and increase occupant comfort in the Courthouse, Annex, and Heritage Center.
- Sanitary sewer replacement at the Courthouse.
- Improved indoor air quality across all county facilities listed.
- LED lighting improvements across all county facilities listed.
- Other opportunities for energy and maintenance savings across all county facilities.

The Preliminary Engineering Analysis report should be included as an attachment to your RFP response.

4.2 Recommended Project Scope and Cost Estimate

Provide a brief scope of work for your recommended project and detailed turnkey cost estimate according to the table below:

Category of Fee		\$
Direct Cost of Construction (DCC)		
1	Subcontractor Costs (labor, materials and equipment)	\$
2	ESCO Direct Purchase Materials and Equipment	\$
3	ESCO Self-perform labor, including Site Supervision (wages + fringes only, no overhead and profit, see Hourly Rate Table 4.5)	\$
4	Allowances and contingencies	\$
5	General conditions	\$
6	Payment and performance bonds	\$
7	Permits	\$
8	Total DCC	\$

4.3 ESCO Soft Cost Table

Provide the following soft cost percentages in the following format:

Category of Fee		% Fee	Applies to
Direct Cost of Construction (DCC)			
	General Conditions (Line 5 stated as a %)	%	1,2,3,4
ESCO Soft Costs			
9	ESCO's overhead and profit	%	DCC
10	Engineering and architectural design	%	DCC
11	Construction management	%	DCC
12	Commissioning	%	DCC
13	Measurement and Verification	%	DCC
14	Other Fees	%	DCC

Note 1: Percent ranges are not acceptable.

Note 2: The ESCO will be bound to the listed percentages during implementation.

4.4 Estimate Guaranteed Maximum Price Summary

Provide a summary restatement of fees above used to develop the estimated GMP for your recommended project, in the following format:

Category of Fee	Formula	Cost to Owner
Total Direct Cost of Construction (DCC)	Line 8	\$
General Conditions	Line 5	\$
ESCO's overhead and profit	Line 9 x Line 8	\$
Engineering and architectural design	Line 10 x Line 8	\$
Construction management	Line 11 x Line 8	\$
Commissioning	Line 12 x Line 8	\$
Other Fees	Line 13 x Line 8	\$
Total Estimated Guaranteed Maximum Price (GMP)	Sum of Above	\$

4.5 Hourly Rate Substantiation

Additionally, provide an Hourly Rate Table for all in-house services performed as part of the Direct Cost of Construction (i.e. Self Perform labor and site supervision, DCC Table 4.2 Line 3). State hourly rates and fringe percentage. Fringes are employee benefits including health insurance, workers comp, retirement, leave, paid vacation. If no Self Perform Work will be provided, please note.

4.6 Transparency

County desires an open book pricing project process including but not limited to: Transparency in the subcontractor bidding process; broken out, itemized pricing model for final project financials; access and approval of prime contractor and subcontractor invoicing/payment; and any other involvement desired by the County. Explain your approach to providing transparency and how you interpret the term.

5. BEST VALUE

Briefly describe how the company's approach to performance contracting delivers best value for the County. The responding company shall also describe any utility rebates or other financial incentives or grants it can potentially provide and/or facilitate.

ATTACHMENT A: FACILITY INFORMATION

The following table provides the buildings that will be included for analysis. Additional information is available upon request.

Name	Address	~ Size (SF)	~ Annual Electric	~ Annual Gas
Logan County Courthouse (including Annex)	315 Main Street, Suite 3 Sterling, CO 80751	36,700	\$32,800 kWh: 362,300	\$10,400 Therms: 18,700
Heritage Center	821 N Division Ave, Sterling, CO 80751	6,700	\$11,100 kWh: 83,700	\$3,600 Therms: 5,651
Central Services Building	508 S 10 th Street Sterling, CO, 80751	29,600	\$22,800 kWh: 184,400	\$5,800 Therms: 8,300
Fair Grounds (Including Indoor Arena)	1120 Pawnee Ave, Sterling, CO 80751	118,800+	\$27,000 kWh: 129,500	\$9,000 Therms: 12,100
Road and Bridge	12603 Co Rd 33, Sterling, CO 80751	24,500	\$21,100 kWh: 198,400	\$6,000 Therms: 8,600
Logan County Justice Center	110 Riverview Rd, Sterling, CO 80751	118,400	\$162,700 kWh: 1,502,120	\$33,200 Therms: 68,400

**RESOLUTION
NO. 2021-42**

ALBERT E. AND CAROL A. AMEN SUBDIVISION EXEMPTION VACATION

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LOGAN COUNTY, COLORADO, APPROVING THE VACATION OF A SUBDIVISION EXEMPTION PLAT PREVIOUSLY APPROVED FOR ALBERT E. AND CAROL A. AMEN ON SEPTEMBER 11, 2007, AND RECORDED AT BOOK 972, PAGE 867.

WHEREAS, the applicant, Albert E. and Carol A. Amen, current owners, have submitted an application to vacate a subdivision exemption previously approved to create a 5.52 acre parcel, more or less, from a 240 acre tract in the AG Agricultural Zone, which parcel is described as follows:

A parcel of land located in the North Half Southeast Quarter (N1/2SE1/4) of Section 35, Township 6 North, Range 54 West, of the Sixth Principal Meridian, Logan County, Colorado.

WHEREAS, the Resolution approving the Subdivision Exemption for such parcel was recorded at Book 972, Page 867 of the records of the Logan County Clerk and Recorder, and

WHEREAS, the vacation of the approved subdivision exemption is sought to enable the applicants to adjust the boundary line by creation of an alternative subdivision exemption parcel; and

WHEREAS, the Logan County Planning Commission approved the application for vacation of the above-described subdivision exemption on October 19, 2021.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Logan County, Colorado, that the application is GRANTED. The subdivision exemption represented by the Resolution and Subdivision Plat recorded at Book 972, Page 867 of the records of the Logan County Clerk and Recorder, is hereby vacated.

DONE on Tuesday, the 2nd day of November, 2021.

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

Byron H. Pelton, Chairman

(Ave)(Nav)

(Ave)(Nav)

Jane E. Bauder, Vice Chairman

(Ave)(Nav)

Joseph A. McBride, Commissioner

I, Pamela M. Bacon, County Clerk and Recorder in and for the County of Logan, State of Colorado, do hereby certify that the foregoing Resolution was adopted by the Board of County Commissioners of the County of Logan and State of Colorado, in regular session on this 2nd day of November, 2021.

County Clerk and Recorder

V2021-4

COPY

LOGAN COUNTY VACATION APPLICATION
BOARD OF COUNTY COMMISSIONERS
DEPARTMENT OF PLANNING & ZONING
315 MAIN STREET, STERLING, CO 80751
(970) 522-7879

Type of Vacation:

- ☐ Alley
- ☐ Platted Street
- ☐ County Road
- ☒ Subdivision Exemption
- ☐ Subdivision

Location of Vacation:

Legal: Quarter NE1/4 Section 35 Township 6N Range 54W
Lot _____ Block _____ Address _____

Description of Vacation:

Adjustment of property line.

Reason for Vacation:

Adjustment of property line.

PETITION FOR VACATION

TO: THE BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

Applicant: Reck Agri Realty & Auction Phone: 970-522-7770

Address: PO Box 407, Sterling, CO 80751

Applicant's Signature: Reck Agri Realty & Auction
By: _____ Date: _____

Landowner: Albert E. Amen Phone: 970-520-7305

Address: 10920 County Road 4, Merino, CO 80741

X Landowner's Signature: Albert E. Amen Date: 9-13-21

Landowner: Carol A. Amen Phone: 970-522-2913

Address: 10920 County Road 4, Merino, CO 80741

X Landowner's Signature: Carol A Amen Date: 9-13-21

Landowner: _____ Phone: _____

Address: _____

Landowner's Signature: _____ Date: _____

Landowner: _____ Phone: _____

Address: _____

Landowner's Signature: _____ Date: _____

Landowner: _____ Phone: _____

Address: _____

Landowner's Signature: _____ Date: _____

Landowner: _____ Phone: _____

Address: _____

Landowner's Signature: _____ Date: _____

Landowner: _____ Phone: _____

FOR COUNTY USE

Application Fee: One Hundred Dollars (\$100.00)

Recording Fee: Thirteen Dollars (\$13.00)

Date of Planning Commission: _____

Recommendation of Planning Commission: _____ Approval _____ Denial

Recommended Conditions of Vacation: _____

Chairperson, Planning Commission

COUNTY COMMISSIONERS ACTION:

Conditions of Vacation: _____

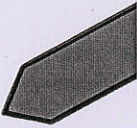
Date Granted: _____

Date Denied: _____

Byron H. Pelton (Aye) (Nay)

Joseph A. McBride (Aye) (Nay)

Jane E. Bauder (Aye) (Nay)



**RESOLUTION
NO. 2021-43**

**BOARD OF COUNTY COMMISSIONERS
COUNTY OF LOGAN, STATE OF COLORADO
SUBDIVISION EXEMPTION FOR ALBERT E. AND CAROL A. AMEN**

WHEREAS, Section 30-28-101 (10)(d), C.R.S., as amended, authorizes the Board of County Commissioners pursuant to resolution to exempt from the detailed requirements of the Logan County Subdivision Regulations any division of land if the Board of County Commissioners determines that such division is not within the purposes of the statutory provisions governing land division; and

WHEREAS, Albert E. and Carol A. Amen have applied for an exemption from the Logan County Subdivision Regulations with reference to a proposed parcel to be created which is legally described as follows:

A parcel of land in the Northeast Quarter (NE1/4) of Section 35, Township 6 North, Range 54 West, of the 6th Principal Meridian, in Logan County, Colorado, said parcel being more particularly described as follows:

Beginning at the Northeast corner of said Section 35; thence South 0°33'10" East along the East line of said NE1/4 of Section 35 a distance of 518.75 feet; thence South 89°26'50" West a distance of 330.66 feet; thence North 0°17'55" West a distance of 522.00 feet to a point on the North line of said NE1/4; thence South 89°59'10" East along the North line of said NE1/4 a distance of 328.34 feet to the point of beginning and containing 3.94 acres, more or less, subject to a county road right-of-way along the North line of said NE1/4 of Section 35 and together with a 6 foot water line easement in the Northeast Quarter (NE1/4) of Section 35, Township 6 North, Range 54 West of the Sixth Principal Meridian, Logan County, Colorado, said easement being 3 feet on each side of the following described centerline:

Beginning at a point on the South right-of-way line of County Road 4 from whence the Northeast corner of said Section 35 bears North 86°24'40" East a distance of 464.41 feet; thence South 80°47'40" East a distance of 131.51 feet; thence North 87°18'35" East a distance of 11.11 feet and terminating on the West line of the above described parcel. The sidelines of said easement to be lengthened or shortened to terminate on the South right-of-way line of County Road 4 and the West line of the above described parcel.

(As represented on official Subdivision Exemption Plat 2021-43); and

WHEREAS, Albert E. and Carol A. Amen intend to create a parcel, consisting of 3.94 acres, more or less, subdivided from a 40 acre parcel in an Agricultural (A) zone district, for use as a residence; and

WHEREAS, the Chairman of the Logan County Planning Commission recommended approval of the application after reviewing the application, studying the staff review, and reviewing the proposed plat on October 19, 2021; and

WHEREAS, a public hearing was held by the Board of County Commissioners on October 19, 2021, at which time the Board reviewed the application and any exhibits, and heard the comments of the staff and any interested parties; and

WHEREAS, based on the application, supporting information, comments of staff and testimony of any interested persons, the Board finds as follows:

1. That the exemption is consistent with, and conforms to the Logan County Zoning Resolution and Subdivision Regulations.
2. That the exemption relates to a division of land that is determined not to be within the

purpose of C.R.S. 30-28-101, et. seq.

3. That legal and physical access is provided to the parcel by enforceable public rights-of-way or recorded easements, and the size, location and availability of essential services to the proposed parcel are reasonable, appropriate and customary for the intended use.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Logan County, Colorado, that the application by Albert E. and Carol A. Amen, for a Subdivision Exemption for the creation of a 3.94 acre parcel, more or less, in the unincorporated area of Logan County, as described above and as represented on official Subdivision Plat 2021-43, is hereby approved, provided that no further subdividing of the above described parcel shall occur without the prior approval of the Board of County Commissioners.

DONE on Tuesday, this 2nd day of November, 2021.

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

(Aye)(Nay)
Byron H. Pelton, Chairman

(Aye)(Nay)
Jane E. Bauder, Vice Chairman

(Aye)(Nay)
Joseph A. McBride, Commissioner

I, Pamela M. Bacon, County Clerk and Recorder in and for the County of Logan, State of Colorado, do hereby certify that the foregoing Resolution was adopted by the Board of County Commissioners of the County of Logan and State of Colorado, in regular session on this 2nd day of November, 2021.

County Clerk and Recorder

FORM 7. APPLICATION FOR SUBDIVISION EXEMPTION PLAT APPROVAL

(To be filed in duplicate)

(Incomplete Applications will not be accepted)

Date September 10, 2021

1. Name of Subdivision Exemption Albert E. Amen & Carol A. Amen
2. Name of Applicant Albert E. Amen & Carol A. Amen Phone 970-520-7305
 Address 10920 County Road 4, Merino, CO 80741
 (Street No. and Name) (Post Office) (State) (Zip Code)
Marc Reck
3. Name of Local Agent Reck Agri Realty & Auction Phone 970-522-7770
 Address 535 E Chestnut, PO Box 407, Sterling, CO 80751
 (Street No. and Name) (Post Office) (State) (Zip Code)
4. Owner of Record Albert E. Amen & Carol A. Amen Phone 970-520-7305
 Address 10920 County Road 4, Merino, CO 80741
 (Street No. and Name) (Post Office) (State) (Zip Code)
5. Prospective Buyer same as above Phone _____
 Address _____
 (Street No. and Name) (Post Office) (State) (Zip Code)
6. Land Surveyor Leibert-McAtee & Assoc Phone 970-522-1960
 Address 615 S 10th Ave, PO Box 442, Sterling, CO 80751
 (Street No. and Name) (Post Office) (State) (Zip Code)
7. Attorney none Phone _____
 Address _____
 (Street No. and Name) (Post Office) (State) (Zip Code)
8. Subdivision Exemption Location: on the South side of County Road 4
2645 Feet East of Intersection of Hwy 6 & County Road 4
 (Direction) (Street)
9. Postal Delivery Area Merino School District Merino
10. Total Acreage 40 Zone Ag Number of Lots 1
11. Tax Map Designation: Section/Township/Range 35 / 6N / 54W Lot(s) _____
12. Has the Board of Zoning Appeals granted variance, exception, or conditional permit concerning this property? No
 If so, list Case No. and Name _____
13. Is Deed recorded in Torrens System: Number No
14. Is Deed recorded in General System: Book 974 Page 717
15. Current Land Use: Rural Residential
16. Proposed Use of Each Parcel : Rural Residential

17. Proposed Water and Sewer Facilities: Domestic well & septic
18. Proposed Public Access to each new parcel: County Road 4 access
19. Reason for request of this exemption (may use additional pages): Adjustment of property line.

List all contiguous holdings in the same ownership:

Section/Township/Range n/a Lot(s) _____

Attached hereto is an affidavit of ownership indicating the dates the respective holdings of land were acquired, together with the book and page of each conveyance into the present owner as recorded with the Logan County Clerk and Recorder. This affidavit shall indicate the legal owner of the property; the contract owner of the property, and the date the Contract of Sale was executed. IN THE EVENT OF CORPORATE OWNERSHIP: A list of all directors, officers, and stockholders of each corporation owning more than five percent (5%) of any class of stock must be attached [this need only be provided if Developer is requesting special assessment financing, the formation of improvement district(s) or benefit district(s)].

The applicant hereby consents to the provisions of Article 8.2 A&B of the Logan County Subdivision Regulations.

STATE OF COLORADO

) SS:

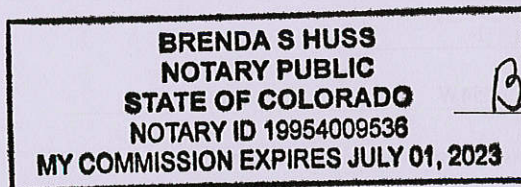
COUNTY OF LOGAN

Albert E. Amen & Carol A. Amen hereby depose and say that all of the above statements and the statements contained in the papers submitted herewith are true.

X Albert E. Amen
X Carol A. Amen
(Applicant Signature)

Mailing Address:

10920 County Road 4, Merino, CO 80741



Brenda S. Huss

MY COMMISSION EXPIRES: 7-1-2023

FOR COUNTY USE

Application Fee: One Hundred (\$100.00) and Thirteen (\$13.00) one page OR Twenty-
Three (\$23.00) two pages - separate check for recording fee.

Date of Planning Commission: _____

Recommendation of Planning Commission: _____ Approval _____ Denial

Recommended Conditions of Subdivision Exemption:

Chairperson, Planning Commission

COUNTY COMMISSIONERS ACTION:

Conditions of Subdivision Exemption:

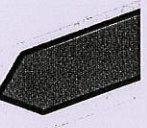
Date Granted: _____

Date Denied: _____

Byron H. Pelton (Aye) (Nay)

Joseph A. McBride (Aye) (Nay)

Jane E. Bauder (Aye) (Nay)



**RESOLUTION
NO. 2021-44
(Conditional Use Permit #255)**

A resolution granting a Conditional Use Permit (CUP) for the construction, maintenance and operation of a 5-megawatt Solar Garden operated by CBEP Solar 1, LLC, consisting of approximately 12,000 solar modules, as well as inverters and a ground-mounted racking system using a single-axis tracker system, located on a 40 acre parcel leased from Francis Louise Wagner and Charlotte Susan Wagner in the Northeast Quarter (NE1/4) of Section 17, Township 8 North, Range 52 West of the 6th Principal Meridian, Logan County, Colorado.

WHEREAS, CBEP Solar 1, LLC, has applied for a Conditional Use Permit for the construction, maintenance and operation of a Solar Garden on a 40 acre parcel in the Northeast Quarter (NE1/4) of Section 17, Township 8 North, Range 52 West of the 6 Principal Meridian; and

WHEREAS, the project will consist of approximately 12,000 solar modules with total production equaling approximately five (5) megawatts, as well as inverters and a ground-mounted racking system using single-axis tracker system; and

WHEREAS, the property is currently zoned agricultural; and

WHEREAS, the Logan County Planning Commission, after reviewing all materials, taking testimony of the applicant and surrounding property owners, and finding no issues that would limit or deny this application, recommended an approval of this application for the requested Conditional Use Permit at its regular meeting on October 19, 2021; and

WHEREAS, the applicant is requesting approval of Conditional Use Permit #255, to construct, maintain and operate the Solar Garden, with the period of the Conditional Use Permit to run for 40 (forty) years, and subject to renewal thereafter. The permit will commence on the date of the approval of the requested Conditional Use Permit.

**NOW BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF
LOGAN COUNTY, COLORADO:**

I. APPROVAL:

The application of CBEP Solar 1, LLC for a Conditional Use Permit for the construction, maintenance and operation of a Solar Garden by CBEP Solar 1, LLC, located on a 40 acre parcel in the NE1/4 of Section 17, Township 8 North, Range 52 West of the 6 Principal Meridian, is GRANTED, subject to the conditions set forth below.

II. FINDINGS OF FACT:

The use is compatible with other land uses in the area, which are zoned Agricultural.

III. CONDITIONS:

1. The applicant shall construct a seven foot chain link or game fence surrounding the Project site, providing protection for the community and security for the Project assets. The fencing shall be installed in accordance with applicable federal and state regulations.

2. The applicant shall apply for and obtain an access permit from the Logan County Planning and Zoning Department, providing access to the site from County Road 41.

BE IT FURTHER RESOLVED, that Conditional Use Permit, #255, is granted for the construction, maintenance and operation of a Solar Garden operated by CBEP Solar 1, LLC on the property legally described above, subject to the conditions set forth above and subject to application for renewal for continued permitted use after November 2, 2061. The Board of County Commissioners of Logan County retains continuing jurisdiction over the permit to address future issues concerning the site and to insure compliance with the conditions of the permit. The applicant is responsible for complying with all of the forgoing conditions and all other county zoning or other land use regulations. Noncompliance with any of the conditions may be cause for revocation of the permit.

Done the 2nd day of November, 2021.

**LOGAN COUNTY BOARD OF COMMISSIONERS
LOGAN COUNTY, COLORADO**

(Aye)(Nay)
Byron H. Pelton, Chairman

(Aye)(Nay)
Jane E. Bauder, Vice Chairman

(Aye)(Nay)
Joseph A. McBride, Commissioner

I, Pamela M. Bacon, County Clerk and Recorder in and for the County of Logan, State of Colorado, do hereby certify that the foregoing Resolution was adopted by the Board of County Commissioners of the Logan and State of Colorado, in regular session on the 2nd day of November, 2021.

County Clerk and Recorder

COPY

LOGAN COUNTY CONDITIONAL USE PERMIT APPLICATION

AS REQUIRED BY THE LOGAN COUNTY ZONING RESOLUTION

DEPARTMENT OF PLANNING & ZONING

LOGAN COUNTY COURTHOUSE

STERLING, COLORADO 80751

Applicant

Name: CBEP Solar 1, LLC Phone: (970) 425-3175

Address: 4845 PEARL EAST CIRCLE STE 118 #53242, BOULDER, CO 80301

Landowner

Name: Frances Louise Wagner and Charlotte Susan Wagner Phone: (951) 217-4545

Address: 15761 CR 41, Sterling, CO 80751

Description of Property:

Legal: 1/4 Section NE Section 17 Township 8 North Range 52 West

Address: _____ Access off CR or Hwy: CR 41

New Address Needed: Y or N Subdivision Name: _____

Filing _____ Lot _____ Block _____ Tract _____ Lot Size _____

Current Zoning: Ag. Current Land Use: Agricultural

Proposed Conditional Use: CBEP Solar 1, LLC is proposing to construct a Community Solar Garden on approximately 40 acres, equaling approximately 5 MWac.

Terms of Conditional Use: 40 years

Building Plans: The project will include approximately 12,000 panels mounted to single-axis tracking racks, associated electrical equipment including inverters, transformers, combiners, and other equipment, an access road, and fence up to eight feet tall.

Names and addresses of all adjacent landowners within 500 feet of the above described property: See Attachment 1 below

I, (We), hereunto submit this application for a Conditional Use Permit to the Board of County Commissioners, together with such plans, details and information of the proposed conditional use. I, (We), further understand that the Board of Logan County Commissioners may, in addition to granting a Conditional Use Permit, impose additional conditions to comply with the purpose and interest of the Logan County Zoning Resolutions and Zoning Map.

Dated at Sterling, Colorado, this 21st day of September, 2021.

Signature of Applicant: [Signature]

Signature of Landowner: FRANCES LOUISE WAGNER

Digitally signed by FRANCES LOUISE WAGNER
DN: cn=FRANCES LOUISE WAGNER,
o=WAGNER FARM, ou=email@l,
wagner@mindspring.com, c=US
Date: 2021.09.22 00:34:59 -0600

ADJACENT PROPERTY OWNERS

Parcel Number	Owner	Land Use	Mailing Address
38052508200005	Janet R. Nelson	Agricultural and Residential	909 S 11TH AVE STERLING CO 80751
38052508400009	T4 Livestock, LLC	Agricultural and Residential	PO BOX 68 STERLING CO 80751
38052508400014	Judy A. Knaub	Agricultural and Residential	16301 C R 41 STERLING CO 80751
38052509200006	RAS Farm, LLC	Agricultural and Residential	20481 C R 34 STERLING CO 80751
38052516200034	Bonnie K. Patten	Agricultural and Residential	15930 C R 41 STERLING CO 80751
38052516300032	John R. Knaub and Kati R. Knaub	Agricultural and Residential	15768 C R 41 STERLING CO 80751
38052517100029	John Cudd and Terri Cudd	Agricultural and Residential	15689 C R 41 STERLING CO 80751
38052517100030	Carlton J. Wyckoff and Sharon I. Wyckoff	Agricultural	19400 C R 34 STERLING CO 80751
38052517200012	Paul K. Wilson and Aljean J. Wilson	Residential	19374 C R 34 STERLING CO 80751
38052517200008	Carlton J. Wyckoff and Sharon I. Wyckoff	Agricultural and Residential	19400 C R 34 STERLING CO 80751
38052517200007	19468 COUNTY ROAD CR34 LLC C/O PETER CASPERSEN	Residential	PO BOX 1791 STERLING CO 80751
38052517100002	Griffith Family Trust	Residential	19956 C R 34 STERLING CO 80751
38052517100001	Brian G. Lesh	Residential	15985 C R 41 STERLING CO 80751
38052517100004	Mary Louise Wagner Life Estate	Residential	15761 C R 41 STERLING CO 80751

ADJACENT PROPERTY OWNERS

Parcel Number	Owner	Land Use	Mailing Address
38052508200005	Janet R. Nelson	Agricultural and Residential	909 S 11TH AVE STERLING CO 80751
38052508400009	T4 Livestock, LLC	Agricultural and Residential	PO BOX 68 STERLING CO 80751
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38052517100030	Carlton J. Wyckoff and Sharon I. Wyckoff	Agricultural	19400 C R 34 STERLING CO 80751
38052517200012	Paul K. Wilson and Aljean J. Wilson	Residential	19374 C R 34 STERLING CO 80751
38052517200008	Carlton J. Wyckoff and Sharon I. Wyckoff	Agricultural and Residential	19400 C R 34 STERLING CO 80751
38052517200007	19468 COUNTY ROAD CR34 LLC C/O PETER CASPERSEN	Residential	PO BOX 1791 STERLING CO 80751
38052517100002	Griffith Family Trust	Residential	19956 C R 34 STERLING CO 80751
38052517100001	Brian G. Lesh	Residential	15985 C R 41 STERLING CO 80751
38052517100004	Mary Louise Wagner Life Estate	Residential	15761 C R 41 STERLING CO 80751

**RESOLUTION
NO. 2021-45**

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LOGAN COUNTY, COLORADO, APPROVING THE FINAL PLAT FOR THE POWELL MINOR SUBDIVISION LOCATED IN THE SOUTHEAST QUARTER (SE1/4) OF SECTION 28, TOWNSHIP 8 NORTH, RANGE 53 WEST OF THE SIXTH PRINCIPAL MERIDIAN, LOGAN COUNTY, COLORADO.

WHEREAS, Richard A. Powell, has petitioned the Board of County Commissioners of Logan County, Colorado to formally approve the creation of a two (2) lot minor subdivision consisting of Lot 1, containing 15.97 acres and Lot 2 containing 4.97 acres, each legally described as follows:

Property Description Lot 1, Powell Minor Subdivision

A parcel of land known as Lot 1, Powell Minor Subdivision containing 695,825 sq. ft., (15.97 acres), more or less, in the Southeast Quarter of Section 28, Township 8 North, Range 53 West, of the 6th Principal Meridian, in Logan County, Colorado, said parcel being more particularly described as follows:

Commencing at the Southeast corner of Section 28, Township 8 North, Range 53 West, of the 6th Principal Meridian, thence along the east line of the Southeast Quarter of said Section 28, North 01°53'33" West, a distance of 2090.02 feet to the North East corner of a property described at deed book 995, page 3 of the Logan County Records, said point also being the point of beginning;

Thence along the East line of the Southeast Quarter of said Section 28, South 00°53'33" East, a distance of 1,320.06 feet, to a point on the North right of way line of County Road 28.1;
Thence along said North right of way line, South 89°01'34" West, a distance of 30.00 feet, to the West right of way line of County Road 31;
thence along the West line of County Road 31, South 00°53'33" East, a distance of 66.35 feet;
thence departing said west line, North 43°50'15", a distance of 95.86 feet;
thence South 88°36'02" West, a distance of 459.73 feet, to the East line of a property described at deed book 1028, page 575 of the Logan County Records;
thence along said East line, North 00°53'21" West, a distance of 1,183.28 feet;
thence North 75°13'58" East, a distance of 571.63 feet, more or less, to the point of beginning.

Property Description Lot 2, Powell Minor Subdivision

A parcel of land known as Lot 2, Powell Minor Subdivision containing 216,492 sq. ft., (4.970 acres), more or less, in the Southeast Quarter of Section 28, Township 8 North, Range 53 West, of the 6th Principal Meridian, in Logan County, Colorado, said parcel being more particularly described as follows:

Commencing at the Southeast corner of Section 28, Township 8 North, Range 53 West, of the 6th Principal Meridian, thence along the east line of the Southeast Quarter of said Section 28, North 01°53'33" West, a distance of 359.00 feet West, thence South 88°22'22" West, a distance of 30.00 feet, to a point on the West right of way of County Road 31 and to the point of beginning;

Thence on the South line of a property described at deed book 995, page 3 of the Logan County Records, South 88°22'22" West, a distance of 525.09 feet;
thence along the East line of a property described at deed book 1028, page 575 of the Logan County Records, North 00°53'21" West, a distance of 417.78 feet;
thence departing said East line, North 88°36'02" East, a distance of 459.73 feet;
thence South 43°50'15" East, a distance of 95.86 feet to a point on the West right of way line of County Road 31;
thence along said West right of way line, South 00°53'33" East, a distance of 344.95 feet, more or less, to the point of beginning.

WHEREAS, Richard A. Powell, owner of the combined parcel consisting of 20.94 acres has, as shown on the Final Subdivision Plat, attached hereto and fully incorporated herein by reference, laid out, platted and proposed the creation of two lots under the name and style of Powell Minor Subdivision, Lots 1 and 2, all in the Southeast Quarter of Section 28, Township 8 North, Range 53 West, of the 6th Principal Meridian, in Logan County, Colorado; and

WHEREAS, the applicant has demonstrated that an acceptable water source is available for each of the lots to be created; and

WHEREAS, all notices and posting requirements for hearing on the Preliminary and Final Minor Subdivision plat application were properly given, and the statements of interested persons were received, and

WHEREAS, the Logan County Planning Commission recommended approval of the Preliminary and Final Plat applications submitted by Richard A. Powell, after reviewing the application, studying the staff review, and taking testimony of any interested persons at its regular meeting on October 19, 2021.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Logan County, Colorado, that the application of Richard A. Powell for the proposed subdivision of the original 20.94 acre parcel into two (2) lots, as legally described above and as laid out and platted on the Final Plat, attached hereto, is hereby GRANTED, subject to the following condition:

- a. The applicant shall be responsible for maintaining ongoing compliance with all conditions or requirements set forth in the Logan County Zoning Resolution and Logan County Subdivision Regulations.

All information submitted by the applicant in support of the application has been taken into consideration and forms part of the basis for the approval of the application.

APPROVED AND DONE on Tuesday, this 2nd day of November, 2021.

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

(Aye)(Nay)
Byron H. Pelton, Chairman

(Aye)(Nay)
Jane E. Bauder, Vice Chairman

(Aye)(Nay)
Joseph A. McBride, Commissioner

I, Pamela M. Bacon, County Clerk and Recorder in and for the County of Logan, State of Colorado, do hereby certify that the foregoing Resolution was adopted by the Board of County Commissioners of the County of Logan and State of Colorado, in regular session on this 2nd day of November, 2021.

County Clerk and Recorder

**LOGAN COUNTY MINOR SUBDIVISION APPLICATION
PLAT APPROVAL**

COPY

Date: 8-4-2021

Name of Minor Subdivision (as listed on plat): POWELL MINOR SUBDIVISION

Applicant:

Name: RICHARD A. POWELL Phone: 970-520-1767

Address: 13123 COUNTY ROAD 31 STERLING COLORADO

Email: _____

Local Agent:

Name: _____ Phone: _____

Address: _____

Owner of Record:

Name: RICHARD A. POWELL Phone: 970-520-1767

Address: 13123 COUNTY ROAD 31 STERLING CO

Prospective Buyer:

Name: _____ Phone: _____

Address: _____

Land Surveyor:

Name: CARL GILBERT - WILKAT SURVEYING Phone: 308-279-2072

Address: 307 CHURCH STREET HARRISBURG NE 68345

Attorney:

Name: _____ Phone: _____

Address: _____

Description of Property:

Minor Subdivision Location: On the WEST side of COUNTY ROAD 31

359 Feet NORTH of Highway 14
Direction Street

Legal: 1/4 Section S.E. Section 28 Township 8 North Range 53 West

Total Acres 20.94 Number of Lots 2

Current Zoning: _____ Current Land Use: RESIDENTIAL - WITH HORSES

**LOGAN COUNTY MINOR SUBDIVISION APPLICATION
PLAT APPROVAL**

Postal Delivery Area: STERLING School District: STERLING

If Deed is recorded in General System: Book 995 Page 3

Has the Board of Zoning Appeals granted Variance, Exception, or a Conditional Use Permit Concerning this property? Y or N

If yes, list Case No., and Name _____

Proposed use of each Parcel: _____

Proposed Water and Sewer Facilities: CURRENTLY HAVE WELLS AND SEWER ON SITE

Proposed Public Access to Each New Parcel: COUNTRY ROAD 31 IS FRONTAGE FOR BOTH LOTS

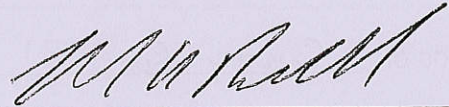
Reason for Request of this Exemption (May use additional pages): TO BREAK CURRENT PROPERTY INTO TWO LOTS.

List all Contiguous Holdings in the same Ownership:

Section/ Township/ Range _____ Lot(s) _____

Attached hereto is an affidavit of ownership indicating the dates the respective holdings of land were acquired, together with the book and page of each conveyance into the present owner as recorded with the Logan County Clerk and Recorder. This affidavit shall indicate the legal owner of the property; the contract owner of the property, and the date the Contract of Sale was executed. IN THE EVENT OF CORPORATE OWNERSHIP: A list of all directors, officers, and stockholders of each corporation owning more than five percent (5%) of any class of stock must be attached. This need only be provided if Developer is requesting special assessment financing, the formation of improvement district(s) or benefit district(s).

I Richard A Powell, hereby consent to the provisions of Article 8.2 (A & B) of the Logan County Subdivision Regulations, and hereby depose that all statements contained in this application submitted herewith are true.

Applicant Signature:  Date: 8/17/21

**LOGAN COUNTY MINOR SUBDIVISION APPLICATION
COUNTY USE ONLY**

Application Fee: (\$100.00) Date: _____ Receipt #: _____

Recording Fee: \$13.00 (1 Page) **OR** \$23.00 (2 Pages) - (Separate Check) Date / Receipt #: _____

Date of Planning Commission: _____

Recommendation of Planning Commission: _____ Approval _____ Denial

Recommended Conditions of the Minor Subdivision:

Chairperson, Planning Commission

COUNTY COMMISSIONERS ACTION:

Conditions of the Minor Subdivision Approval:

Date Granted: _____

Date Denied: _____

Byron H. Pelton (Aye) (Nay)

Joseph A. McBride (Aye) (Nay)

Jane E. Bauder (Aye) (Nay)

AGREEMENT TO USE LOGAN COUNTY RIGHT OF WAY
INDIVIDUAL PERMIT

THIS AGREEMENT made this (County fills in) _____ day of _____, _____, by and between the County of Logan, State of Colorado, hereinafter called "County", and Petz Coop Telephone Co. the undersigned easement holder or landowner, hereinafter called "Applicant".

WHEREAS, Applicant owns the following described premises, or has an easement on, over or through said premises, to-wit (legal description): see map & description

_____ ; and
WHEREAS, Applicant desires to install and construct a fiber optic line, which will be located (Circle One): along bore under, or trench across CR 45 & 72, to benefit the above described premises; and

WHEREAS, the County is willing to allow such installation and construction by Applicant, but only upon the terms and covenants contained herein.

NOW, THEREFORE, in consideration of paying the County the sum of \$100.00 or \$200.00 and keeping of the terms and covenants contained herein, the parties agree as follows:

- ☒ Applicant agrees to furnish the County in writing in advance of installation the exact location and dimensions of said installation and construction.
- ☒ Buried installations must be at no less than 48 inches below the lowest level of any borrow ditch paralleling the County Road and an "Individual permit" must be submitted for each instance.
- ☒ Applicant shall have the right to install and construct fiber optic line, described above, in the right of way of CR 72, but such installation and construction shall be done only in the following manner. All work within the county ROW shall be performed only during regular business hours of the Logan County Road & Bridge Department to enable supervision and inspection of the work.
- ☒ All work authorized by this Agreement shall be completed no later than December 31, 2021.
- ☒ It is understood that no paved or oil-surfaced road shall be cut and will be crossed by boring only. For other roads and crossings of County property after installation. Applicant shall restore the surface to the same condition as existed prior to such construction.
- ☒ All cost and expense of installation, construction, maintenance, removal, or replacement is to be paid by the Applicant.
- ☒ The traveling public must be protected during this installation with proper warning signs or signals both day and night. Warning signs and signals shall be installed by and at the expense of Applicant.

☒ Applicant hereby releases the County from any liability for damages caused by said Construction, whether caused by employees or equipment of the County, or others, at any time. Further, Applicant agrees to protect, save and hold harmless, and indemnify the County from and against all liability, loss, damages, personal injuries or expenses suffered by or imposed against the County by reason of the construction, installation or maintenance of the above described improvement.

☒ No perpetual easement or right of way is granted by this instrument and should Applicant's use of said right-of-way interfere with the County's use, or intended use of said right-of-way, Applicant will remove or relocate the same upon demand of the County. Applicant shall pay all costs of such removal or relocation.

☒ This Agreement shall be a covenant running with the above-described real property and shall be binding upon the parties hereto, their heirs, successors, personal representatives, and assigns.

☐ Other Provisions: _____

Note: Applicants in the process of acquiring a Conditional Use Permit or a Special Use Permit - If easements containing signatures have been obtained and are in hand for the appropriate permit, then the landowner signatures required below can be waived.

Owner #1

Signature Printed name

Signature

Owner #2

Signature Printed Name

Signature

Individual Right-of-Way Permit Applicant:

Josh Firus
Printed name

JF
Signature

Address: 601 Main St
Peetz, CO 80747

Application Fee Paid _____

Date _____

Signed at Sterling, Colorado the day and year first above written.

THE BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

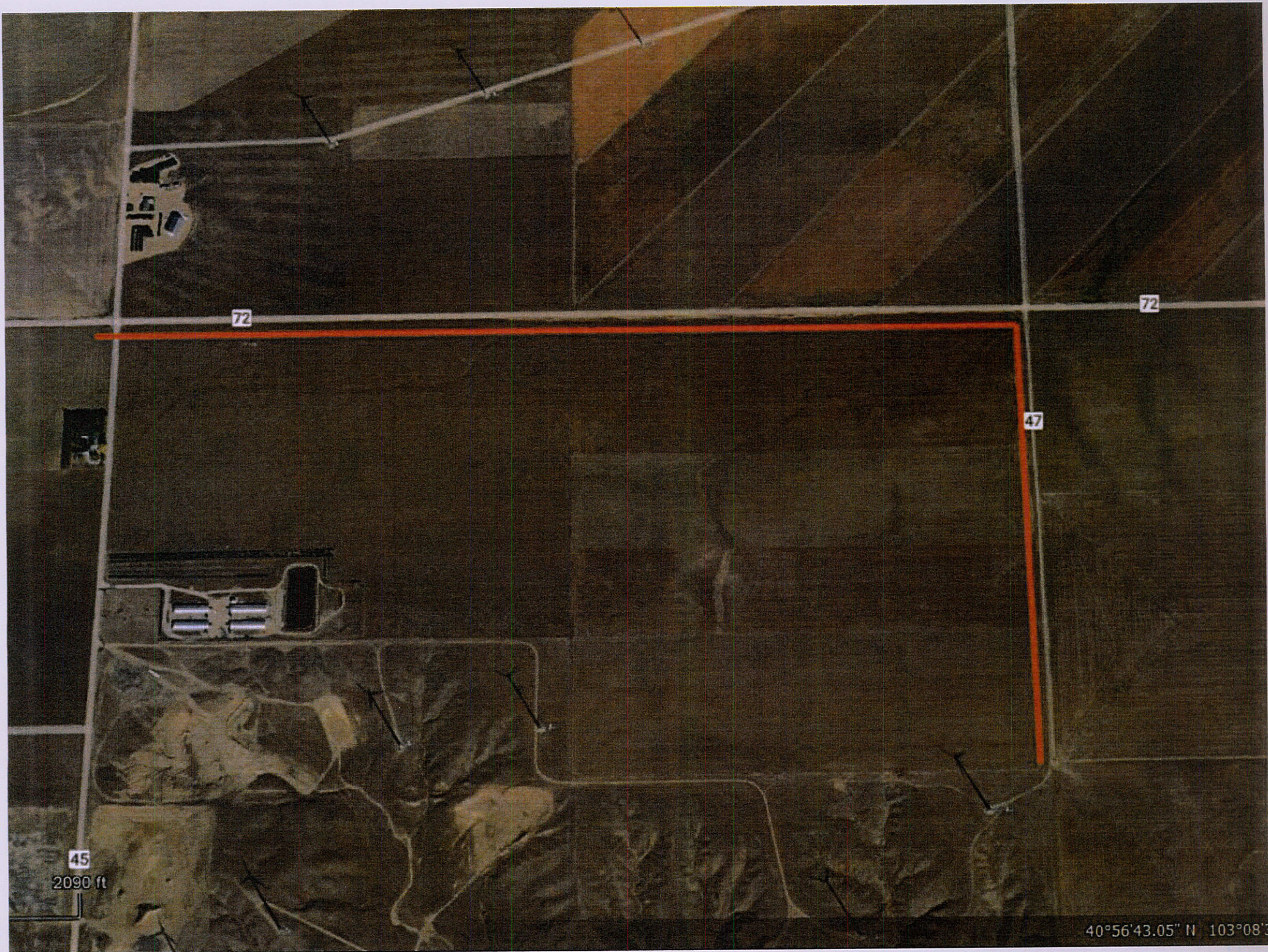
Byron H. Pelton (Aye) (Nay)

Joseph A. McBride (Aye) (Nay)

Jane E. Bauder (Aye) (Nay)

The orange line on the map indicates the proposed path for a new fiber optic line. Starting on the west side of CR 45 and the south side of CR 72, we will trench across CR 45 and continue along the south side of CR 72 for one mile until the intersection of CR 72 and CR 47. We will then place a handhole at that point and continue south along the west side of CR 47 for ½ mile at which point we will place another handhole.

If there are any questions, please reach out to Josh Fiscus. His email address is josh@peetzplace.com and his phone number is (308) 230-0396.



72

72

47

45

2090 ft

40°56'43.05" N 103°08'3" W