



BOARD OF TRUSTEES
November 9, 2021
6:30 PM

Leeper Center, 3800 Wilson Avenue, Wellington, CO

Regular Meeting Agenda

Individuals that attend the meeting in person will be required to wear a face covering while in attendance.

Individuals wishing to make public comments must attend the meeting in person or may submit comments by sending an email to euckerkk@wellingtoncolorado.gov. The email must be received by 4:00 p.m. Tuesday November 9, 2021. The comments will be provided to the Trustees and added as an addendum to the packet. Emailed comments will not be read during the meeting.

The Zoom details below are for online viewing and listening only.

<https://us06web.zoom.us/j/88329176502?pwd=ZmxKTFBrcWtmQlNlOWdKM0oxeU54QT09>

Passcode: 476210

Or One tap mobile :

US: +17207072699,,88329176502# or +12532158782,,88329176502#

Or Telephone:

US: +1 720 707 2699 or +1 253 215 8782 or +1 346 248 7799

Webinar ID: 883 2917 6502

A. CALL TO ORDER

1. Pledge of Allegiance
2. Roll Call
3. Amendments to Agenda
4. Conflict of Interest

B. COMMUNITY PARTICIPATION

1. Public Comment

C. ACTION ITEMS

1. Resolution No. 32-2021 - A Resolution Regarding Approval of Colorado Opioids Settlement Memorandum of Understanding
 - Presentation: Dan Sapienza, Town Attorney

2. Budget Review

- Presentation: Judi Tippetts, Finance Director

3. Request for Special Meeting on November 16, 2021

- Presentation: Patti Garcia, Town Administrator

4. Resolution No. 31-2021 - A Resolution Establishing Non-Residential Water Charges for Wellington Water Enterprise Water Utility Use

- Presentation: Patti Garcia, Town Administrator

D. REPORTS

1. Town Attorney

2. Town Administrator

3. Staff Communications

a. Report of Bills - October 2021

4. Board Reports

E. EXECUTIVE SESSION

1. For the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators pursuant to Section 24-6-402(4)(e), C.R.S. – regarding negotiations with North Poudre Irrigation Company. As required by C.R.S. §24-6-402(2)(d.5)(II)(A) and (II) (E) the executive session proceedings will be electronically recorded and the record will be preserved for 90 days through February 7, 2022.

F. ADJOURN

The Town of Wellington will make reasonable accommodations for access to Town services, programs, and activities and special communication arrangements. Individuals needing special accommodation may request assistance by contacting at Town Hall or at 970-568-3380 ext. 110 at least 24 hours in advance.



Board of Trustees Meeting

Date: November 9, 2021
Submitted By: Dan Sapienza
Subject: Resolution No. 32-2021 - A Resolution Regarding Approval of Colorado Opioids Settlement Memorandum of Understanding

- **Presentation: Dan Sapienza, Town Attorney**

EXECUTIVE SUMMARY

Local governments and the state have been involved in ongoing litigation against manufacturers and distributors of opioid drugs, fueling a medical and public health crisis across the nation. The Colorado Attorney General has been involved in settling the litigation and the MOU and associated documents have been drafted for local entities to agree to the settlement terms and receive funds through the settlement. The Wellington Town Attorney has been working with the Larimer County Attorney, and City Attorneys for Fort Collins and Loveland on the development of a regional governance structure for allocation of regional funds.

BACKGROUND / DISCUSSION

Extensive background information on the litigation and settlement is provided in the packet in the Powerpoint presentation provided by the Colorado Attorney General's office and additional summary/background materials.

STAFF RECOMMENDATION

Adopt Resolution 32-2021 regarding Approval of the Colorado Opioids Settlement Memorandum of Understanding.

ATTACHMENTS

1. Resolution - Opioid Settlement
2. 1 Colorado Opioid MOU
3. 2 Johnson & Johnson - Janssen Opioid Settlement Participation Form
4. 3 Distributor Opioid Settlement Participation Form
5. 4 Local Government Opioid Escrow Agreement
6. Presentation - Colorado MOU
7. Summary - Colorado Opioid MOU
8. FAQ - Colorado Opioid MOU

TOWN OF WELLINGTON

RESOLUTION NO. 32-2021

A RESOLUTION REGARDING APPROVAL OF COLORADO OPIOIDS MEMORANDUM OF UNDERSTANDING

WHEREAS, communities throughout the state of Colorado are suffering from the epidemic of opioid addiction;

WHEREAS, the opioid epidemic has not only affected individuals and families across the state, but it has also burdened the local and state governments charged with providing the services needed to address the wave of addiction;

WHEREAS, local and state governments across the nation, including in Colorado, have filed lawsuits against opioid manufacturers, distributors, and pharmacies for creating the opioid epidemic;

WHEREAS, the parties to the various opioid lawsuits have been negotiating settlement agreements to resolve the litigation which include incentive payments for maximizing participation by local governments;

WHEREAS, through extensive negotiations, local governments and the Colorado Attorney General's Office have drafted a Memorandum of Understanding to govern how opioids settlement funds will be allocated in Colorado; and

WHEREAS, to maximize recovery from the variety of lawsuits filed by the state and local governments across the nation, including Larimer County, the State of Colorado is requesting that as many state and local governments as possible sign on to the State of Colorado Memorandum of Understanding.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF WELLINGTON, COLORADO, AS FOLLOWS:

1. The Board of Trustees approves the Colorado Opioids Settlement Memorandum of Understanding dated August 26, 2021, and authorizes Mayor Troy Hamman to sign the same on behalf of the Town of Wellington.
2. The Board of Trustees authorizes Mayor Troy Hamman to sign the following related documents on behalf of the Town of Wellington:
 - a. The *Subdivision Settlement Participation Form* that releases legal claims against *Johnson & Johnson*.
 - b. The *Subdivision Settlement Participation Form* that releases legal claims against *AmerisourceBergen, Cardinal Health, and McKesson*.
 - c. The *Colorado Subdivision Escrow Agreement*.

PASSED AND ADOPTED by the Board of Trustees of the Town of Wellington, Colorado and ordered published this 5th day of November, 2021.

TOWN OF WELLINGTON, COLORADO

By: _____
Troy Hamman, Mayor

ATTEST:

Krystal Eucker, Town Clerk

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

Thursday, August 26, 2021

August 25, 2021 Attorney General version

A. Definitions

As used in this MOU:

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

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

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

B. Allocation of Settlement Proceeds

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

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

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

C. General Abatement Fund Council

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D. State Share

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

E. LG Share

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

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

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

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

F. Regional Share

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

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

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

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

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

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

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

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

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

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

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

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

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

G. Statewide Infrastructure Share

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

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

H. General Terms

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

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

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

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

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

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

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

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

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

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

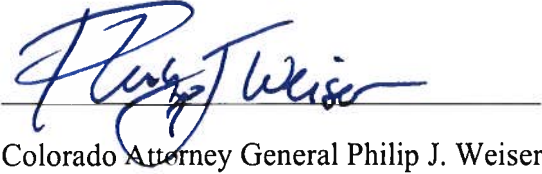
and/or requires certain governmental plaintiffs to pay a share of their recoveries from defendants into the Common Benefit Fund (“Court-Ordered Common Benefit Fund Assessment”), then the Participating Local Governments shall be required to first seek to have their attorneys’ fees and expenses paid through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

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

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

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

this 26 day of August, 2021 by:

A handwritten signature in blue ink, reading "Philip J. Weiser", is written over a horizontal line. The signature is stylized with a large initial "P" and a long, sweeping underline.

Colorado Attorney General Philip J. Weiser

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

this ____ day of _____, ____ by:

Name & Title_____

On behalf of _____

Exhibit A

POTENTIAL OPIOID ABATEMENT APPROVED PURPOSES

I. TREATMENT

A. TREATMENT OF OPIOID USE DISORDER AND ITS EFFECTS

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

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

B. INTERVENTION

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

C. CRIMINAL-JUSTICE-INVOLVED PERSONS

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

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

D. WOMEN WHO ARE OR MAY BECOME PREGNANT

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

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

E. PEOPLE IN TREATMENT AND RECOVERY

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

II. PREVENTION

F. PRESCRIBING PRACTICES

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

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

G. MISUSE OF OPIOIDS

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

H. OVERDOSE DEATHS AND OTHER HARMS

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

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

III. ADDITIONAL AREAS

I. SERVICES FOR CHILDREN

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

J. FIRST RESPONDERS

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

K. COMMUNITY LEADERSHIP

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

L. STAFFING AND TRAINING

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

M. RESEARCH

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

N. OTHER

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

Exhibit B

Colorado Local Governments*

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

Colorado Local Governments*

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

Colorado Local Governments*

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

Colorado Local Governments*

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

Colorado Local Governments*

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

Colorado Local Governments*

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

Colorado Local Governments*

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

Colorado Local Governments*

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

Colorado Local Governments*

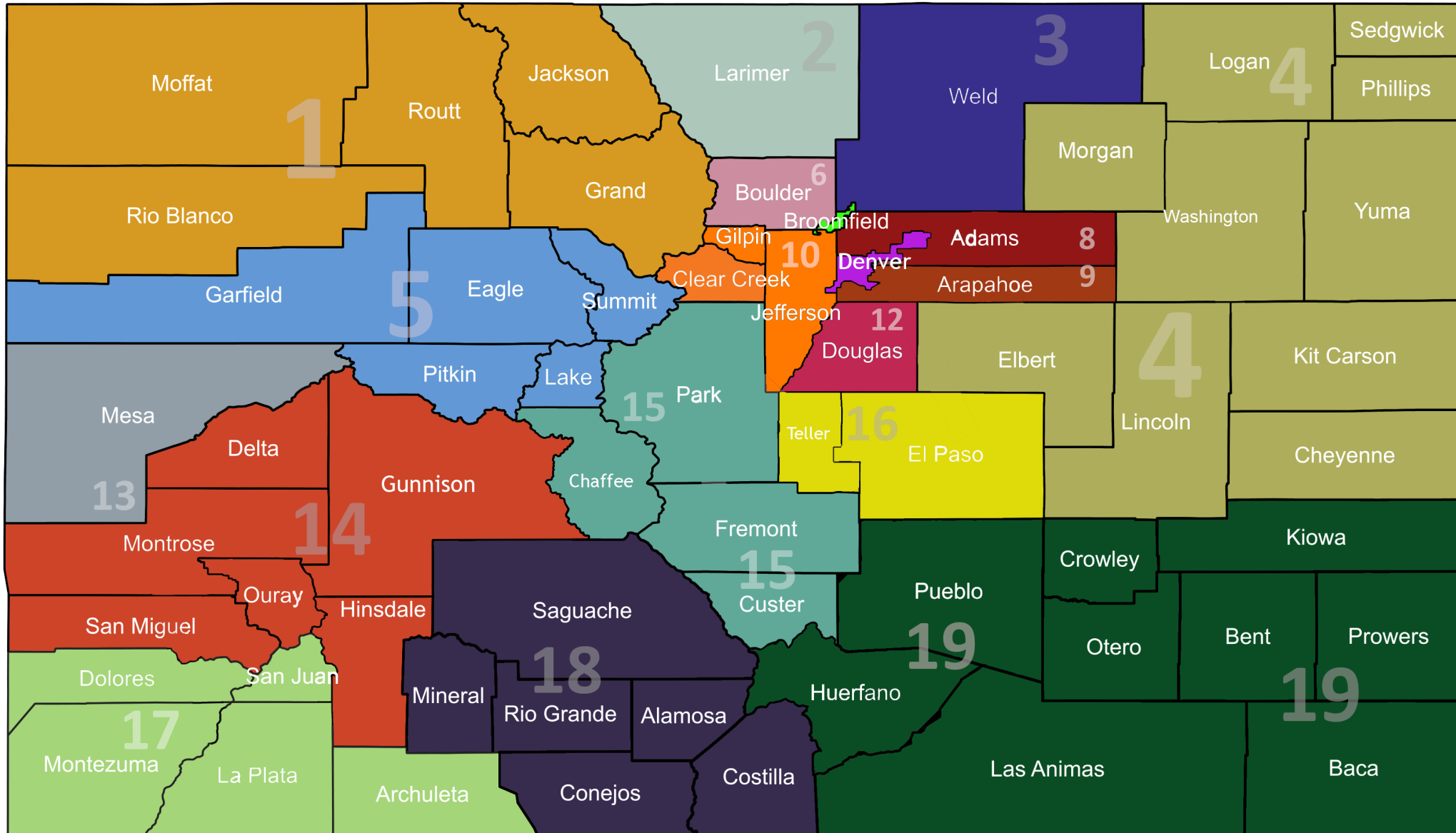
Government Name	County	Gov't Type	Multi-County
Yuma County	Yuma	County	
Eckley	Yuma	City	
Wray	Yuma	City	
Yuma	Yuma	City	

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

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

Exhibit C

Regions for the distribution of opioid settlement funds



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

Exhibit D

Exhibit D - Allocations to Colorado County Areas

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

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

Exhibit E

Exhibit E - Intracounty Allocations^{1,2}

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

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

Alamosa County	85.3075%
Alamosa	14.6818%
Hooper	0.0108%

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

Archuleta County	90.0864%
Pagosa Springs	9.9136%

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

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

Bent County	80.9608%
Las Animas	19.0392%

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

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

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

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

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

Government Name	Intracounty Share
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Costilla County	97.3454%
Blanca	1.2036%
San Luis	1.4509%

Crowley County	80.7081%
Crowley	4.3597%
Olney Springs	8.3683%
Ordway	0.1853%
Sugar City	6.3786%

Custer County	96.6858%
Silver Cliff	0.7954%
Westcliffe	2.5188%

Delta County	76.3512%
Cedaredge	3.6221%
Crawford	0.4938%
Delta	16.2658%
Hotchkiss	1.0963%
Orchard City	0.1473%
Paonia	2.0236%

Denver County/City	100.0000%
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Dolores County	76.3307%
Dove Creek	17.3127%
Rico	6.3566%

Douglas County	71.8404%
Aurora (3 Counties)	0.2099%
Castle Pines	0.2007%
Castle Rock	13.5204%
Larkspur	0.0856%
Littleton (3 Counties)	0.0156%
Lone Tree	5.2786%
Parker	8.8487%

Eagle County	60.8236%
Avon	7.6631%
Basalt (2 Counties)	2.2311%
Eagle	3.1376%
Gypsum	1.7469%
Minturn	0.7771%

Government Name	Intracounty Share
Red Cliff	0.0957%
Vail	23.5250%

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

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

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

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

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

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

Government Name	Intracounty Share
Winter Park	8.6154%

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

Hinsdale County	76.0940%
Lake City	23.9060%

Huerfano County	68.2709%
La Veta	11.0719%
Walsenburg	20.6572%

Jackson County	61.5339%
Walden	38.4661%

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

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

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

Government Name	Intracounty Share
Vona	0.0775%

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

Lake County	73.4523%
Leadville	26.5477%

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

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

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

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

Mesa County	60.8549%
Collbran	0.0920%

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

Mineral County	87.6744%
City of Creede	12.3256%

Moffat County	91.7981%
Craig	8.1862%
Dinosaur	0.0157%

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

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

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

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

Ouray County	76.0810%
Ouray	17.6541%
Ridgway	6.2649%

Park County	96.3983%
Alma	0.7780%

Government Name	Intracounty Share
Fairplay	2.8237%

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

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

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

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

Rio Blanco County	78.2831%
Meeker	9.1326%
Rangely	12.5843%

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

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

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

Government Name	Intracounty Share
Moffat	0.3553%
Saguache	0.2460%

San Juan County	87.0423%
Silverton	12.9577%

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

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

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

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

Washington County	99.1320%
Akron	0.7659%
Otis	0.1021%

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

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

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

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

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

County-Level Allocation

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

County/Municipal-Level Allocation

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

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

Exhibit F

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

Exhibit G

Regional Governance Models

A. Membership Structure

Single-County Regions

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

Multi-County Regions

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

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

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

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

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

2. Non-Voting Members (Optional)

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

B. Member Terms

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

C. Procedures

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

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

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

D. Financial Responsibility/Controls

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

E. Conflicts of Interest

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

F. Ethics Laws

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

G. Authority

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

H. Legal Status

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

Exhibit G-1

MODEL COLORADO REGIONAL OPIOID
INTERGOVERNMENTAL AGREEMENT²

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. **REGIONAL COUNCIL**.

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

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

a. **Multi-County Region:**

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

⁴ See FN 2, *supra*.

Council.

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

b. Single-County Region:

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

funds)

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

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

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

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

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

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

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

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

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

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

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

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

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

4. REGIONAL FISCAL AGENT

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

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

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

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

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

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

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

5. REGIONAL TWO-YEAR PLAN

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

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

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

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

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

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

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

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

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

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

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

17. GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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EXHIBIT K

Settlement Participation Form

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

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

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

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

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

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

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

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

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT K

Subdivision Settlement Participation Form

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

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

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

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

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

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

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

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

Signature: _____

Name: _____

Title: _____

Date: _____

Colorado Subdivision Escrow Agreement

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

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

Purpose of this Agreement

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

Escrow

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

Distributor Settlement

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

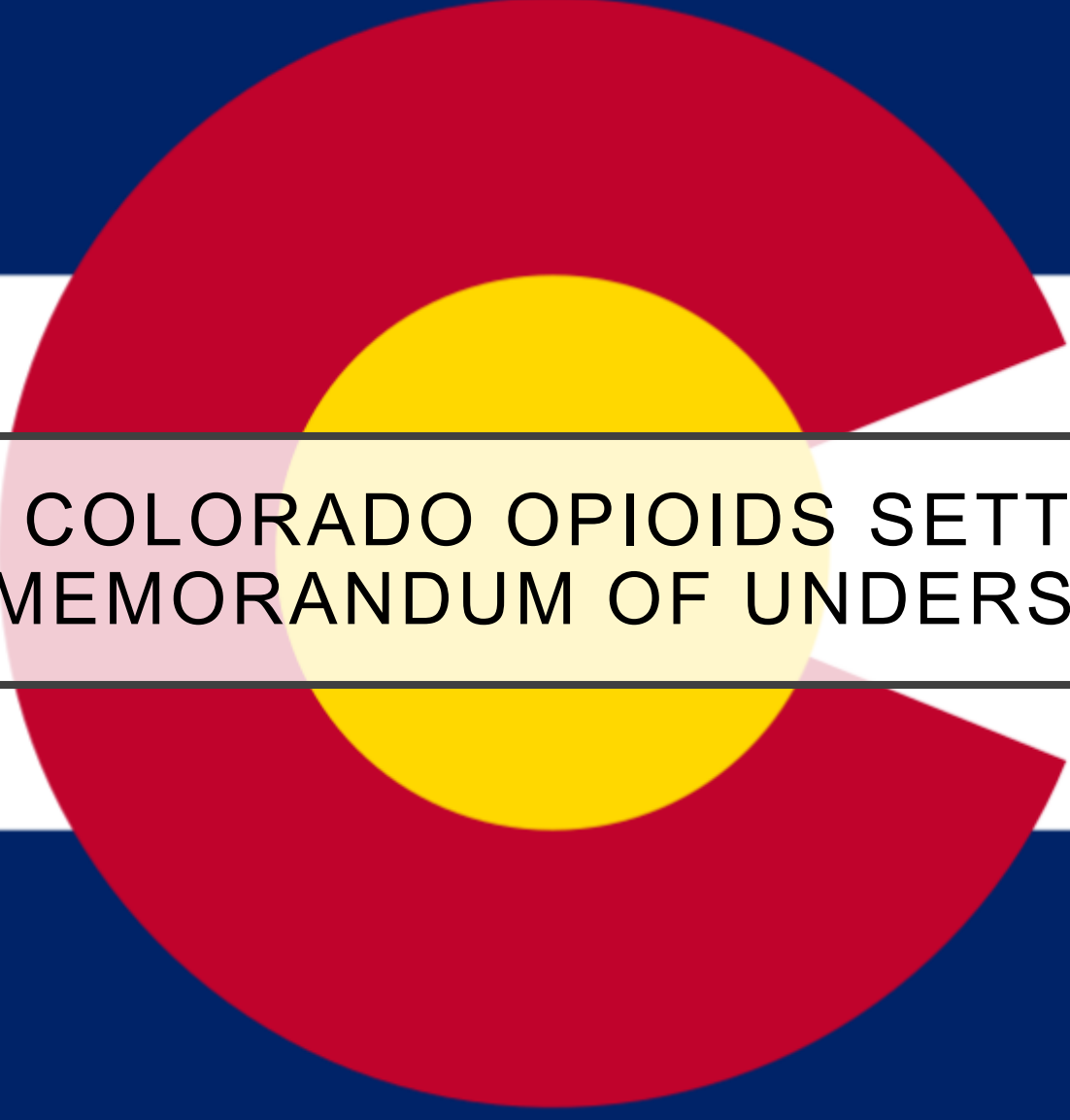
J&J Settlement

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

Colorado Subdivision Name _____

Authorized Signature

Date

A large, stylized logo of the Colorado state flag is centered in the background. It features a red 'C' shape with a yellow circle in the center, set against a white background. The entire logo is superimposed on a dark blue background with a white horizontal band.

COLORADO OPIOIDS SETTLEMENT MEMORANDUM OF UNDERSTANDING

COLORADO OPIOIDS MOU

- Nationwide settlements have been reached with the “Big 3” opioid distributors (McKesson, Cardinal Health, and AmerisourceBergen) and Johnson & Johnson to resolve claims by state and local governments that these companies contributed to the opioid epidemic.
- The Colorado MOU establishes the framework for distributing and sharing these settlement proceeds throughout Colorado.
- Local governments and the State prepared the Colorado MOU, which prioritizes regionalism, collaboration, and abatement.
- On August 26, 2021, Colorado Attorney General Phil Weiser signed the Colorado Opioids Settlement MOU.
- In order to receive the full settlement payments for all of Colorado, strong participation by local governments signing on to the Colorado MOU is necessary.

APPROVED PURPOSES OF SETTLEMENT FUNDS

- All settlement funds must be used only for Approved Purposes
- Approved Purposes are a long and broad list of uses that focus on abatement strategies
- Examples of Approved Purposes:

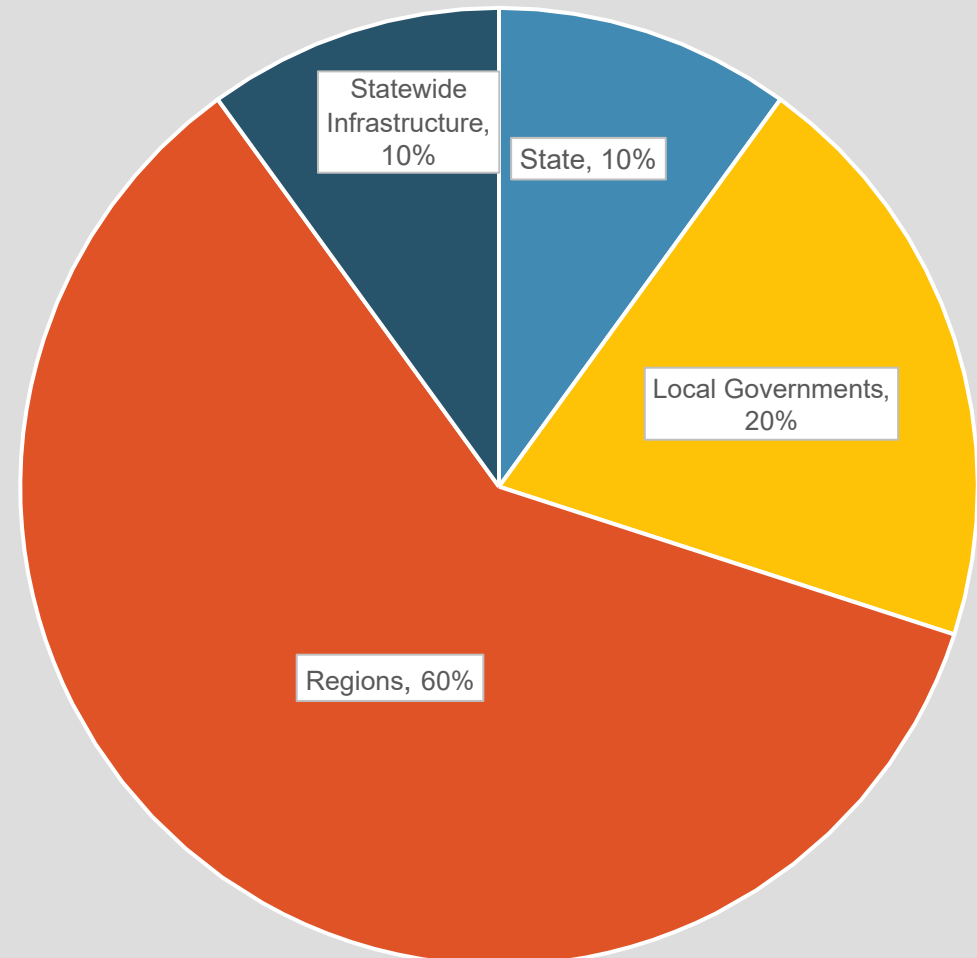
Expand availability of treatment, including Medication-Assisted Treatment (MAT), for Opioid Use Disorder (OUD) and any co-occurring substance use or mental health issues.

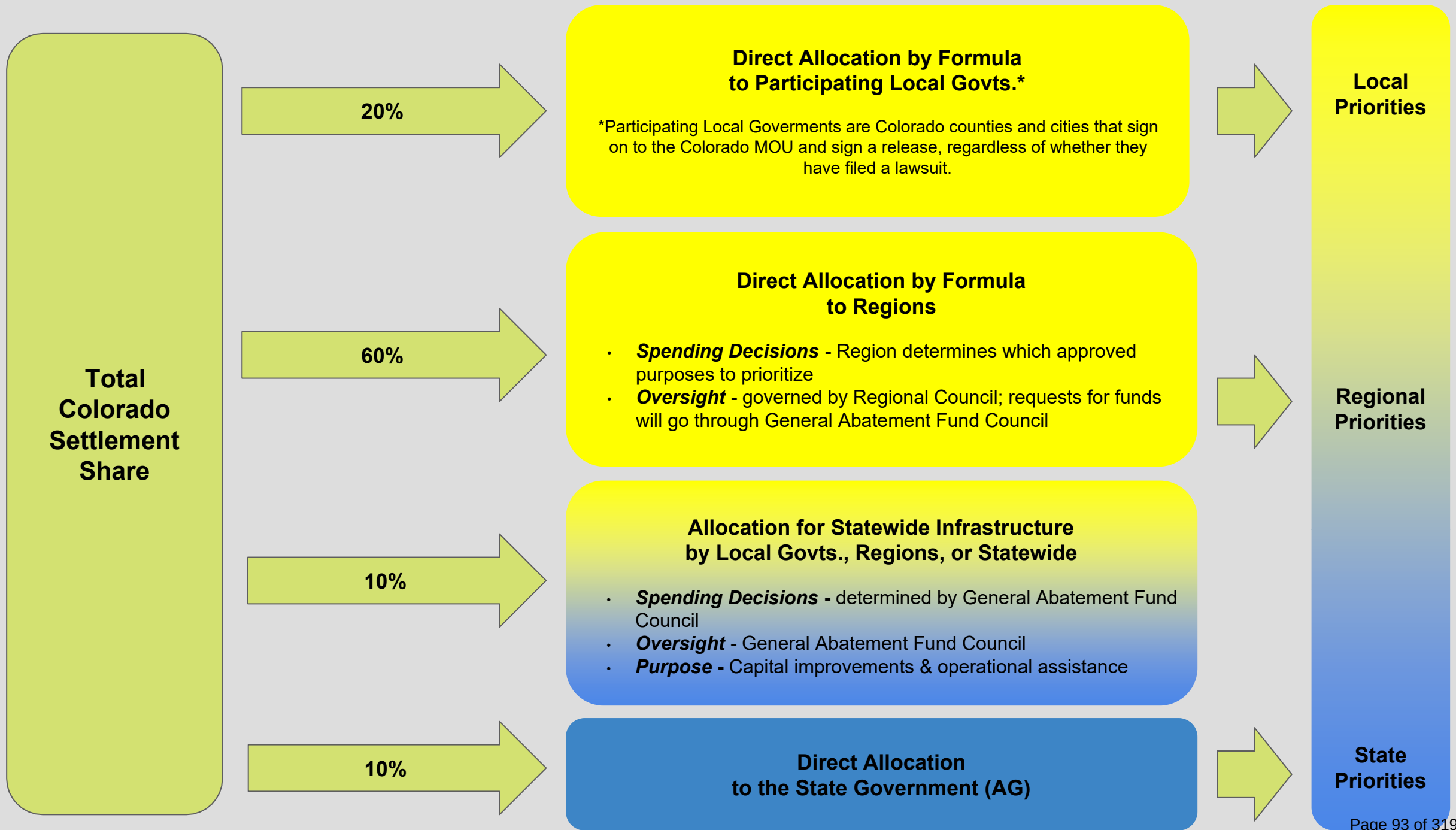
The full continuum of care of recovery services for OUD and any co-occurring substance use or mental health issues, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, and connections to community-based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

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.

ALLOCATION OF SETTLEMENT FUNDS

- The Colorado MOU provides the framework for fairly dividing and sharing settlement proceeds among the state and local governments in Colorado. Under the Colorado MOU, settlement proceeds will be distributed as follows:
 - **10%** directly to the State (“State Share”)
 - **20%** directly to Participating Local Governments (“LG Share”)
 - **60%** directly to Regions (“Regional Share”)
 - **10%** to specific abatement infrastructure projects (“Statewide Infrastructure Share”)





GENERAL ABATEMENT FUND COUNCIL

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

LOCAL GOVERNMENT SHARE (20%)

- 20% of the settlement funds will be paid directly to local governments.
- A local government that chooses not to participate or sign onto the Colorado MOU will not receive funds from the LG Share and the portion of the LG Share that it would have received will instead be re-allocated to the Regional Share for the region where that local government is located.
- A list of the percentage of settlement funds that will be allocated to each County Area (that is, the county government plus the municipalities within that county) is Exhibit D to the Colorado MOU. Those allocations are further broken down to an intracounty level in Exhibit E, which is a default allocation.

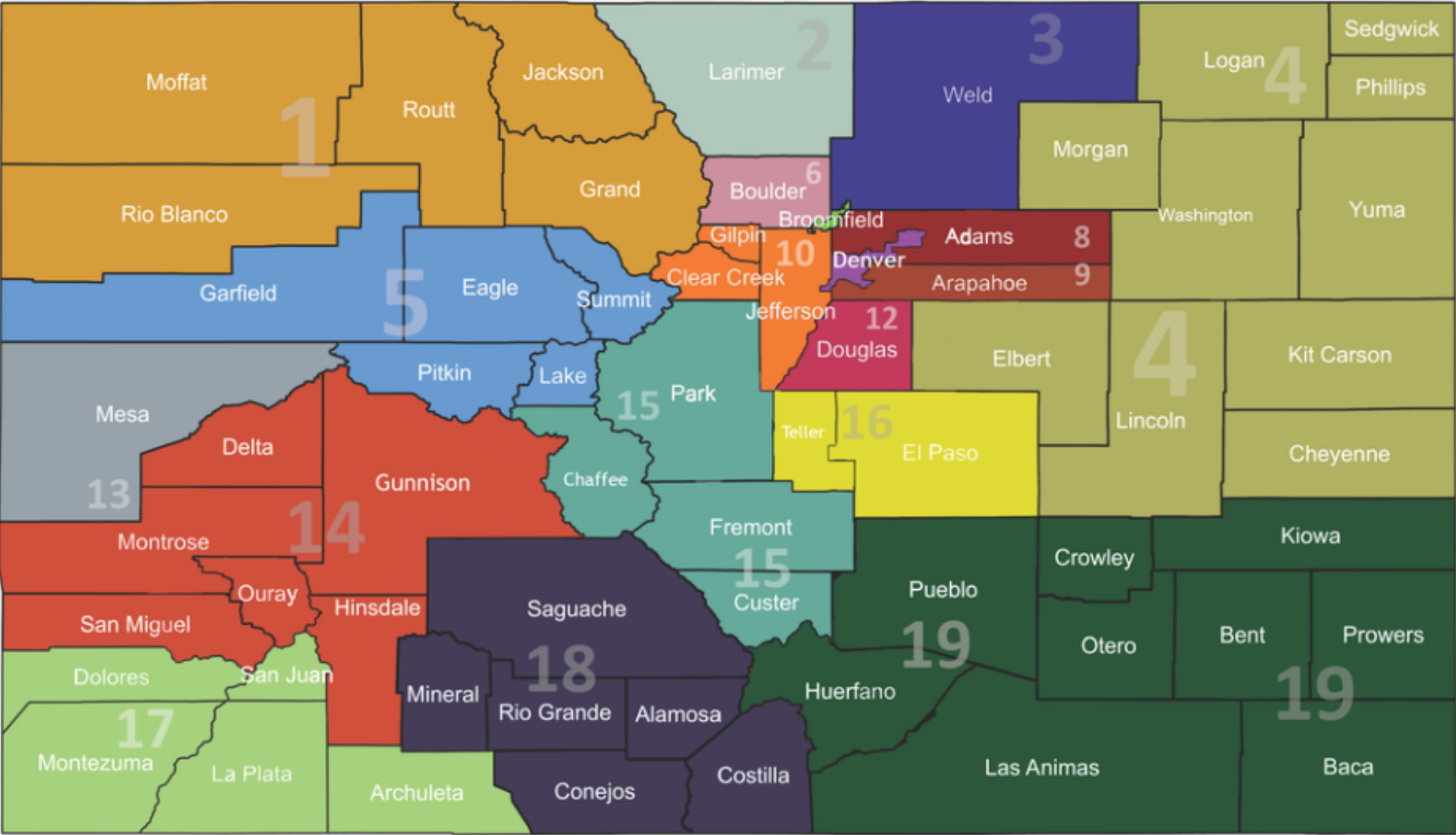
LOCAL GOVERNMENT SHARE (20%)

- The allocations to each County Area are based on three factors that address the relative severity of the opioid crisis: (a) the number of persons suffering from Opioid Use Disorder in the county; (b) the number of opioid overdose deaths in the county; and (c) the amount of opioids distributed within the county.
- The intracounty allocations are based on a default allocation model that will apply unless the local governments in a County Area enter into an agreement that provides for a different allocation model. These allocations are based on a model developed by health economist experts, which use data from the State and Local Governments Census on past spending relevant to opioid abatement.

REGIONAL SHARE (60%)

- 60% of the settlement funds will be allocated to single- or multi-county regions made up of local governments. Local governments in Colorado worked collaboratively to develop the Regional Map, which emphasizes existing local infrastructure and relationships.
- Allocations to regions will be calculated according to the percentages in Exhibit F to the MOU.
- A local government that chooses not to participate or sign onto the Colorado MOU shall not receive any opioid funds from the Regional Share and shall not participate in the Regional Councils.

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	

REGIONS

- Cities that are in multiple counties may join all or some of the regions in which they are located.

REGIONAL GOVERNANCE

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

STATE SHARE (10%)

- 10% of settlement funds will be allocated directly to the State for statewide priorities in combating the opioid epidemic.
- The State maintains full discretion over distribution of the State Share anywhere within the State of Colorado.
- On an annual basis, the State shall provide all data on expenditures from the State Share, including administrative costs, to the Abatement Council.

STATEWIDE INFRASTRUCTURE SHARE (10%)

- 10% of the settlement funds will be allocated to a Statewide Infrastructure Share to promote capital improvements and provide operational assistance for the development or improvement of infrastructure necessary to abate the opioid crisis anywhere in Colorado.
- The Abatement Council shall establish and publish policies and procedures for the distribution and oversight of the Statewide Infrastructure Share, including processes for local governments or regions to apply for opioid funds from the Statewide Infrastructure Share.

ATTORNEYS' FEES AND EXPENSES

- The work that was done by the litigating entities and their law firms in the litigation has substantially contributed to achieving the settlements that are currently being offered and those that are anticipated in the future.
- The attorneys' fee provision equitably allocates the cost of attorneys' fees, while also allowing non-litigating entities to share in the 25% premium for releases by the litigating entities in the "Big 3" distributor and Johnson & Johnson settlements.

ATTORNEYS' FEES AND EXPENSES

- The Attorney General and local governments have agreed to a “Back-Stop Fund” for attorneys’ fees and costs. Before a law firm can apply to the Back-Stop Fund, it must first apply to any national common benefit fee fund. The Back-Stop Fund will only be used to pay the difference between what law firms are owed and the amount they have received from a national common benefit fee fund.
- Attorneys’ fees are limited to 8.7% of the total LG Share and 4.35% of the total Regional Share. No funds will be taken from the Statewide Infrastructure Share or State Share.
- A committee will be formed to oversee payments from the Back-Stop Fund. The committee will include litigating and non-litigating entities. Importantly, any excess money in the Back-Stop fund, after attorneys’ fees and costs are paid, will go back to the local governments.

ADDITIONAL SETTLEMENT DOCUMENTS

Local governments should sign **four** documents:

1. The **MOU**;
2. The **Subdivision Settlement Participation Form** that releases subdivisions' legal claims against **Johnson & Johnson**;
3. The **Subdivision Settlement Participation Form** that releases subdivisions' legal claims against **AmerisourceBergen, Cardinal Health, and McKesson**; and
4. The **Colorado Subdivision Escrow Agreement** that ensures subdivisions' legal claims are released only when 95% participation by local governments has been reached, which secures significant incentive payments under these settlement agreements.

MOU PARTICIPATION & TIMELINE

- A copy of the MOU and additional documents . It can be signed by the body or individual with authority to approve and execute the documents on behalf of your county or municipality
- All signed documents should be sent by **November 5, 2021** to CCI or CML via email or mail to:

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

MOU PARTICIPATION & TIMELINE

- It is projected that settlement funds from the “Big 3” distributor/Johnson & Johnson settlements could be made available as soon as July 2022 and will be distributed within Colorado according to the MOU.
- As mentioned in the Attorneys’ Fees section, there is a 25% incentive payment for all litigating entities to participate. Additional incentives of 15% and 5% also apply.
- Additional information is available here: <http://www.coag.gov/opioids>



THANK YOU

Colorado Opioids Settlement Memorandum of Understanding

Summary

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

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

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

A. Allocation of Settlement Funds

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

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

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

B. General Abatement Fund Council

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

C. Local Government Share (20%)

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

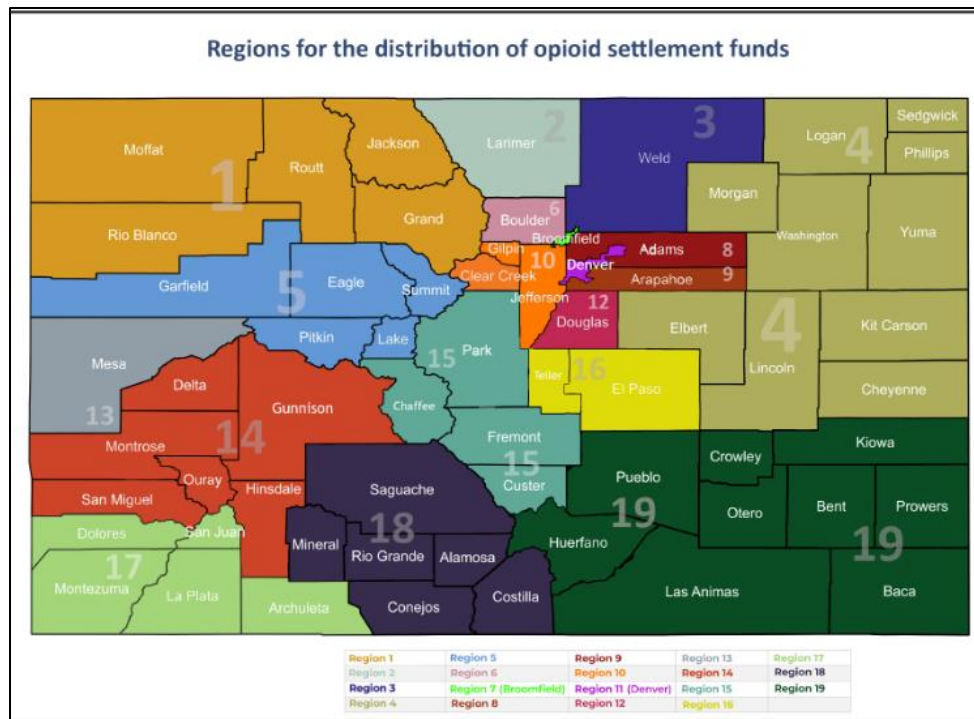
The allocations to each County Area in Exhibit D are based on three factors that address critical causes and effects of the opioid crisis: (1) the number of persons suffering opioid use disorder in the county; (2) the number of opioid overdose deaths that occurred in the county; and (3) the amount of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

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

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

D. Regional Share (60%)

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



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

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

E. State Share (10%)

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

F. Statewide Infrastructure Share (10%)

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

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

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

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

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

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

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

H. Participation in the Colorado MOU and Expected Timeline

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

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

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

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

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

Colorado Opioids Settlement MOU: Frequently Asked Questions

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

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

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

2. Who put together the Colorado MOU?

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

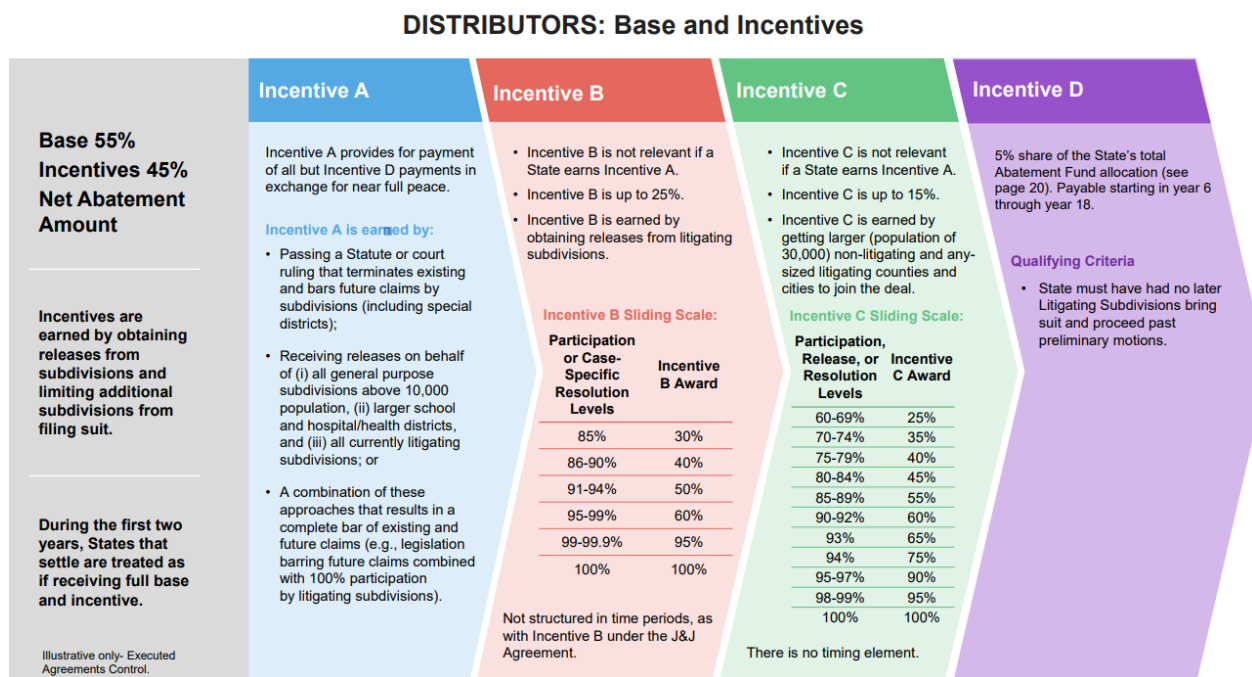
3. How much money will Colorado receive and over what period of time?

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

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

4. How can we maximize Colorado's recovery?

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



JOHNSON & JOHNSON: Base and Incentives

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

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

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

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

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

7. How will the money be spent?

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

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

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

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

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

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

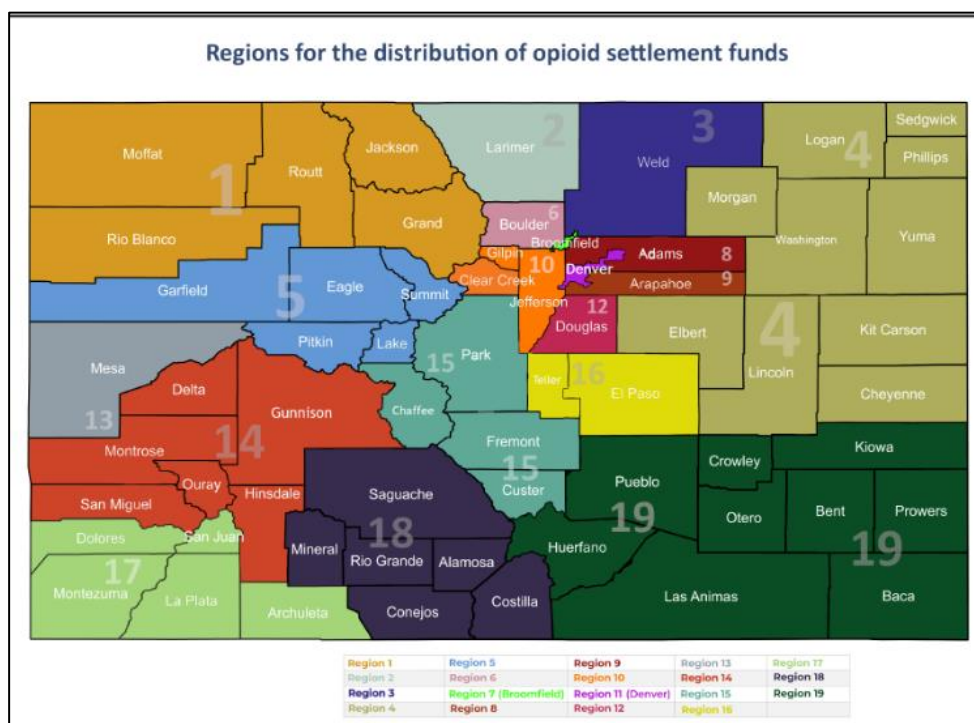
The intracounty allocations in Exhibit E are based on a default allocation model that will apply unless the local governments in a County Area enter into an agreement that provides for a different allocation model. These allocations are based on a model developed by health economist experts, which use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

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

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

9. How will payments to Regions be allocated?

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



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

10. How will the Regions be governed?

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

11. How will the Statewide Infrastructure Share work?

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

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

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

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

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

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

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

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

14. How do I sign the MOU?

Local governments should sign four documents.

a. First is the MOU.

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

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

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

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

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



Board of Trustees Meeting

Date: November 9, 2021
Submitted By: Judy Tippetts, Finance Director
Subject: Budget Review

- **Presentation: Judi Tippetts, Finance Director**

EXECUTIVE SUMMARY

A review of the 2022 draft budget for the Town of Wellington shows governmental funds with projected revenues of \$13,079,039 and expenditures of \$15,779,844, including \$3,942,416 of capital expenditures and \$1,007,510 for debt service which reflects paying off the 2014 park loan. This will result in a decrease of \$2,700,804 in fund balance. All capital improvements (CIP) are listed at the end of the budget beginning on page 87. New items for 2022 are highlighted in green.

Currently, we have 53.45 positions, and 6.55 additional positions are included in the proposed budget for a total of 60 fulltime employees (FTE), details are included on page two. The law enforcement contract includes 10.5 positions for a combined total of 70.5 FTEs. Combined salaries, wages and compensation are \$6,848,965 or 38.09% of expenditures. Bureau of labor statistics indicate industry standards for state and local governments is 53.59%.

Sales tax is Wellington's single largest source of revenue. Currently, 2% is collected for the general fund. An additional 1% is restricted and will continue to be eligible in both the streets and parks fund, pending final election results posted November 12, 2021.

For 2021, general fund sales tax was budgeted at \$1,894,029 with year-end numbers tracking to total approximately \$2,072,000. For 2022 we are budgeting a 3% increase over year-end projections.

The water fund is anticipating \$9,905,990 in revenues which includes \$3,283,731 in raw water fees. In addition, we are requesting the board approve the use of the American Recovery funds in the amount of \$1,311,669 go towards the new plant and we are anticipating drawing \$10,162,134 from our water loan for total revenues and inflows of \$21,379,793. Anticipated expenditures are \$19,819,872 including capital improvements of \$13,617,804 and debt service of \$1,588,427. In addition, the water revenues reflect the tier structure is condensed and a tier increase of 27%.

The sewer fund is anticipating \$3,939,114 in revenues. We are also anticipating drawing \$12,193,740 from the SRF loan to be secured with the State of Colorado. Expenditures are expected to be \$16,514,384 which includes \$14,179,486 in capital projects and debt service of \$517,386.

BACKGROUND / DISCUSSION

Budget retreat October 9, 2021
ARPA discussion October 26, 2021
Anticipate Budget adoption November 16, 2021.

STAFF RECOMMENDATION



Board motion to direct staff to include in the 2021 Budget the use of all ARPA funds received by the Town to fund the water treatment plant expansion, and to table further discussion and final approval of the 2021 Budget to a special meeting of the Board of Trustees to be held on November 16, 2021.

ATTACHMENTS

1. 2022 Draft Budget



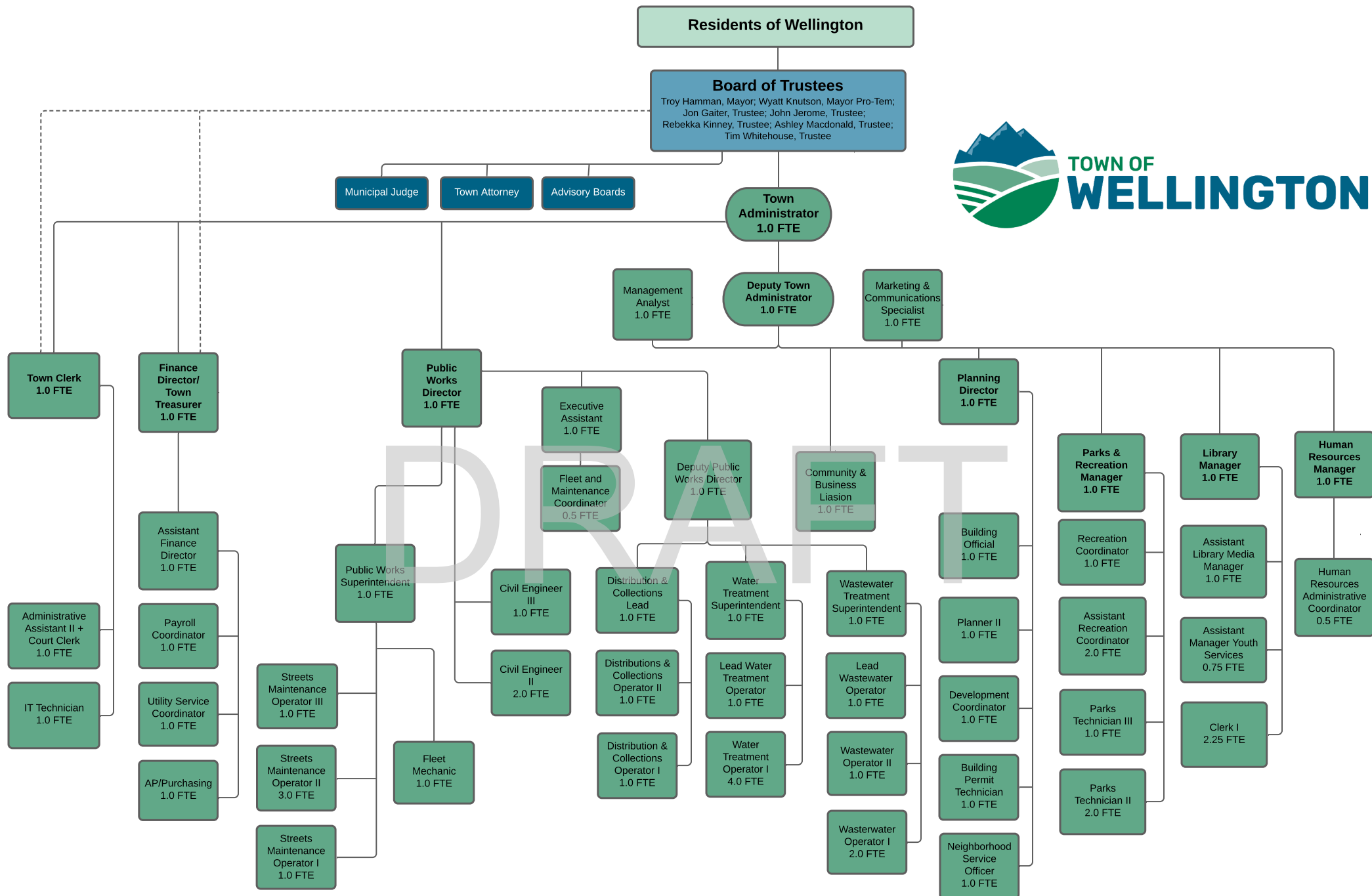
TOWN OF
WELLINGTON

2022



2022 TOWN OF WELLINGTON **BUDGET**

wellingtoncolorado.gov



Comparative Staffing Levels

The following Table Details the Town's regular positions. Temporary, seasonal workers, and provisiona employees are employed as needed and are not reflected below.

	<u>2020</u>	<u>2021</u>	<u>2022</u>
Judicial	0.25	-	-
Administration	3.00	4.00	5.00
Finance	4.75	5.00	5.00
Town Clerk	2.00	2.00	2.00
Human Resources	1.00	1.50	1.50
Information Technology	-	1.00	1.00
Planning and Zoning	4.00	5.00	6.00
Public Works	16.50	17.00	16.50
Economic Development	1.00	-	-
Library	3.25	2.95	5.00
Water	5.00	5.00	6.00
Sewer	4.00	4.00	5.00
Parks & Recreation	4.50	7.00	7.00
Total	49.25	54.45	60.00

DRAFT

Detailed Comparative Staffing Levels

The following Table Details the Town's regular positions. Temporary, seasonal workers, and provisional employees are employed as needed and are not reflected below.

	<u>2020</u>	<u>2021</u>	<u>2022</u>
Court Clerk	0.25	0.00	0.00
Town Administrator	1.00	1.00	1.00
Deputy Town Administrator	1.00	1.00	1.00
Community Business Liasion	0.00	0.00	1.00
Management Analyst	0.00	1.00	1.00
Marketing & Communications Specialist	1.00	1.00	1.00
Finance Director	1.00	1.00	1.00
Assistant Finance Director	1.00	1.00	1.00
Accounts Payable Clerk	0.75	1.00	1.00
Utility Services Coordinator	1.00	1.00	1.00
Payroll Coordinator	1.00	1.00	1.00
Administrative Assistant/Court Clerk	1.00	1.00	1.00
Town Clerk	1.00	1.00	1.00
Human Resources Manager	1.00	1.00	1.00
HR Administrative Assistant	0.00	0.50	0.50
IT Technician	0.00	1.00	1.00
Planning Director	1.00	1.00	1.00
Development Coordinator	1.00	1.00	1.00
Building Permit Technician	0.00	0.00	1.00
Planner II	1.00	1.00	1.00
Building Official	0.00	1.00	1.00
Nieghborhood Service Officer	1.00	1.00	1.00
Public Works Director	1.00	1.00	1.00
Deputy Public Works Director	1.00	1.00	1.00
Executive Assistant	1.00	1.00	1.00
Civil Engineer I	1.00	1.00	-
Civil Engineer II	1.00	1.00	2.00
Civil Engineer III	1.00	1.00	1.00
Public Works Superintendent	1.00	1.00	1.00
Fleet Mechanic	1.00	1.00	1.00
Fleet and Maintenance Coordinator	-	-	0.50
Street Maintenance Operator I	1.00	1.00	1.00
Street Maintenance Operator II	3.00	3.00	3.00
Street Maintenance Operator III	1.00	1.00	1.00
Lead D/C Operator	1.00	1.00	1.00
D/C Operator I	1.00	1.00	1.00
D/C Operator II	-	1.00	1.00
Meter Reader/Locator Inspector	0.50	-	-
Distribution Collection ORC	1.00	1.00	0.00
Economic Development Manager	1.00	0.00	0.00
Library Manager	1.00	1.00	1.00
Assistant Library Media Manager	0.75	0.75	1.00
Assistant Manager Youth Services	0.50	0.50	0.75
Library Clerk I	0.00	0.00	0.75
Library Clerk I	0.00	0.00	0.50
Library Clerk I	0.50	0.50	0.50
Library Clerk I	0.50	0.20	0.50
Water Plant Superintendent	1.00	1.00	1.00
Lead Water Plant Operator	0.00	0.00	1.00
Water Plant Operator I	1.00	1.00	1.00
Water Plant Operator I	1.00	1.00	1.00
Water Plant Operator I	1.00	1.00	1.00
Water Plant Operator I	1.00	1.00	1.00
Waste Water Superintendent	1.00	1.00	1.00
Lead Wastewater Operator	1.00	1.00	1.00
Waste Water Operator II	1.00	1.00	1.00
Waste Water Operator I-III	0.00	0.00	1.00
Waste Water Operator I	1.00	1.00	1.00
Parks Technician II	0.00	1.00	1.00
Parks Technician III	1.00	1.00	1.00
Park Technician II	1.00	1.00	1.00
Assistant Recreation Coordinator	1.00	1.00	1.00
Recreation Coordinator		1.00	1.00
Parks and Recreation Manager	1.00	1.00	1.00
Assistant Recreation Coordinator	0.00	1.00	1.00
Receptionist	0.50	0.00	0.00
Total	49.25	54.45	60.00

All Operating Funds
Summary of Revenues and Expenditures

	2020 Actual	2021 Projected	2021 Budgeted	2022 Budgeted
Revenues:				
General Fund	5,248,741	4,875,871	4,455,385	4,985,581
Streets Fund	1,902,072	2,099,704	1,500,000	2,367,050
Water Fund	5,260,569	7,090,273	7,020,622	9,905,990
Waste Water Fund	2,677,475	3,200,225	3,434,775	3,939,114
Drainage Fund	830,112	754,882	855,400	752,260
Parks Fund	1,941,667	1,545,026	1,681,636	1,026,050
Conservation Trust Fund	106,617	96,745	-	105,200
Library Trust Fund	67,750	54,000	-	24,750
Total Revenues	18,035,003	19,716,726	18,947,818	23,105,995

Transfers				
Capital Projects Fund		3,391,510	21,241,088	32,126,538
General Fund	2,076,375	2,421,173	3,206,100	3,100,732
Total Transfers	2,076,375	5,812,683	24,447,188	35,227,270

Grants				
American Recovery				1,311,669
Main Street Open for Business				569,627
Main Street				320,000
CMAQ Highway 1				710,000
Stormwater Masterplan				112,000
Total Grants				3,023,296

Loan Proceeds				
Wastewater Treatment Plan Loan				12,193,740
Water Treatment Plan Loan			7,850,000	10,500,804
Total Revenue All Funds	\$ 20,111,378	\$ 25,529,409	\$ 51,245,006	\$ 84,051,104

	2020 Actual	2021 Projected	2021 Budgeted	2022 Budgeted
Expenditures:				
General Fund	5,541,945	4,709,691	7,278,529	8,350,912
Streets Fund	314,531	335,444	335,592	320,992
Water Fund	3,064,178	4,325,389	5,133,895	5,227,643
Waste Water Fund	869,827	1,173,267	1,340,288	1,492,520
Drainage Fund	783,404	447,336	506,500	464,060
Parks Fund	1,007,258	911,639	1,381,485	2,124,429
Conservation Trust Fund	-	-	-	-
Library Trust Fund	-	-	-	-
Capital Projects Fund	1,282,847	3,391,510	21,241,090	32,126,538
Total Expenditures	12,863,990	15,294,275	37,217,379	50,107,093

Transfers Out - General Fund				
Streets Fund	480,761	548,182	547,077	631,107
Water Fund	714,101	935,901	1,222,301	974,426
Waste Water Fund	487,931	621,843	765,145	842,378
Drainage Fund	99,164	120,139	136,898	242,833
Parks Fund	294,417	367,438	534,679	409,988
Total Transfer to General Fund	2,076,375	2,593,503	3,206,100	3,100,732

Transfer Out - Capital Projects				
General Fund	616,735	411,745	1,952,178	1,686,100
Streets Fund	600,522	294,209	2,251,567	2,036,991
Water Fund	-	693,151	11,635,411	13,617,804
Waste Water Fund	-	1,988,288	4,824,583	14,179,486
Drainage Fund	-	1,082	311,351	386,832
Parks Fund	65,590	3,035	266,000	219,325
Total Transfer to Capital Projects	1,282,847	3,391,510	21,241,090	32,126,538

Total Expenditures All Funds	\$ 16,223,212	\$ 21,279,289	\$ 61,664,569	\$ 85,334,363
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General Fund
2022 Fund Projections
Overview

Revenues

Property Tax:	1,653,374
Sales Tax:	2,134,069
Building Material Use Tax:	390,000
Severance Taxes/Mineral Lease:	42,538
Franchise Fees:	199,400
Building Permits:	488,300
Business Licenses:	18,700
Land Use Fees:	16,000
Court Fines:	4,500
Misc. Other Revenues:	608,327
Transfer:	
From Streets	631,107
From Water	974,426
From Sewer	842,378
From Drainage	242,833
From Parks	409,988
Total Revenue	8,655,939

Expenses

Operating cost	8,350,912
CIP projects	1,686,100
Total Expenditure	10,037,012

Amount Available (1,381,072)

Projected 2021 FB	6,358,972
Projected 2022 Ending FB	4,977,900
Required FB	2,563,106

Streets Fund
2022 Fund Projections
Overview

Revenues

Sales Tax	1,067,000
Road Impact Fee:	168,300
Motor Vehicle Spec. Ownership:	100,000
Motor Vehicle Registration Tax:	27,000
Motor Vehicle Use Tax:	700,000
Highway Users Tax:	242,000
Developer Road Fee Escrow	20,000
Street Cut Permits	1,000
Sale of Assets	1,000
Investment earnings	750
Road & Bridge Tax:	40,000
Grant	1,030,000
Total Revenue	3,397,050

Expenses

Admin/OH	631,107
Operating cost	320,992
CIP projects	2,036,991
Total Expenditure	2,989,090

Amount Available 407,960

Projected 2021 FB	3,494,245
Projected 2022 Ending FB	3,902,205
Required FB	314,184

Parks Fund
2022 Fund Projections
Overview

Revenues

Sales Tax:	-
Use Tax on Construction Materials	195,000
Motor Vehicle Use Tax	350,000
Park Impact Fee:	99,000
Trails Impact Fee:	44,550
Open Space Sales Tax:	305,000
Recreation Fees/Sales:	32,000
Conservation Trust Fund	-
Investment Earnings	500
Total Revenue	1,026,050

Expenses

Admin/OH	409,988
Operating cost	1,116,919
Debt Service	1,007,510
CIP projects	219,325
Total Expenditure	2,753,742

Amount Available (1,727,692)

Projected 2021 FB	3,313,866
Projected 2022 Ending FB	1,586,174
Required FB	503,862

Water Fund
2022 Fund Projections
Overview

Revenues

Water Sales	5,752,566
Investments	2,000
Raw Water Tap Fee	3,283,731
Tap Fees	782,100
Property Tax (Debt Service)	85,593
Total Revenue	9,905,990

Other Inflows

American Recovery Grant	1,311,669
CWRPDA Loan	10,162,134
Total Inflows	11,473,803

Total Revenue and Inflows 21,379,793

Expenses

Admin/OH	974,426
Operating cost	1,580,361
Water Purchase	2,058,854
Debt Service	1,588,427
CIP projects	13,617,804
Total Expenditure	19,819,872

Amount Available 1,559,921

Projected 2021 FB	18,623,858
Projected 2022 Ending FB	20,183,779
*Required FB	1,747,270

*Fund Balance is Broken out into two categories:

Impact Tap Fees	7,856,726
Raw Water Tap Fees	12,327,053

Sewer Fund
2022 Fund Projections
Overview

Revenues

Sewer Services	2,970,864
Investments	3,000
Tap Fees	965,250
Total Revenue	3,939,114

Other Inflows

CWRPDA Loan	12,193,740
Total Inflows	12,193,740

Total Revenue and Inflows 16,132,854

Expenses

Admin/OH	842,378
Operating cost	975,134
Debt Service	517,386
CIP projects	14,179,486
Total Expenditure	16,514,384

Amount Available (381,530)

Projected 2021 FB	7,118,555
Projected 2022 Ending FB	6,737,025
Required FB	595,455

Drainage Fund
2022 Fund Projections
Overview

Revenues

Drainage Services	260,000
Grants	112,000
Investments	300
Motor Vehicle/Bridge Tax	18,800
Tap Fees	39,600
Total Revenue	430,700

Expenses

Admin/OH	242,833
Operating cost	30,500
Debt Service	-
CIP projects	386,832
Total Expenditure	660,165

Authority Income	433,560.00
Authority Expenditure	433,560.00

Amount Available (229,465)

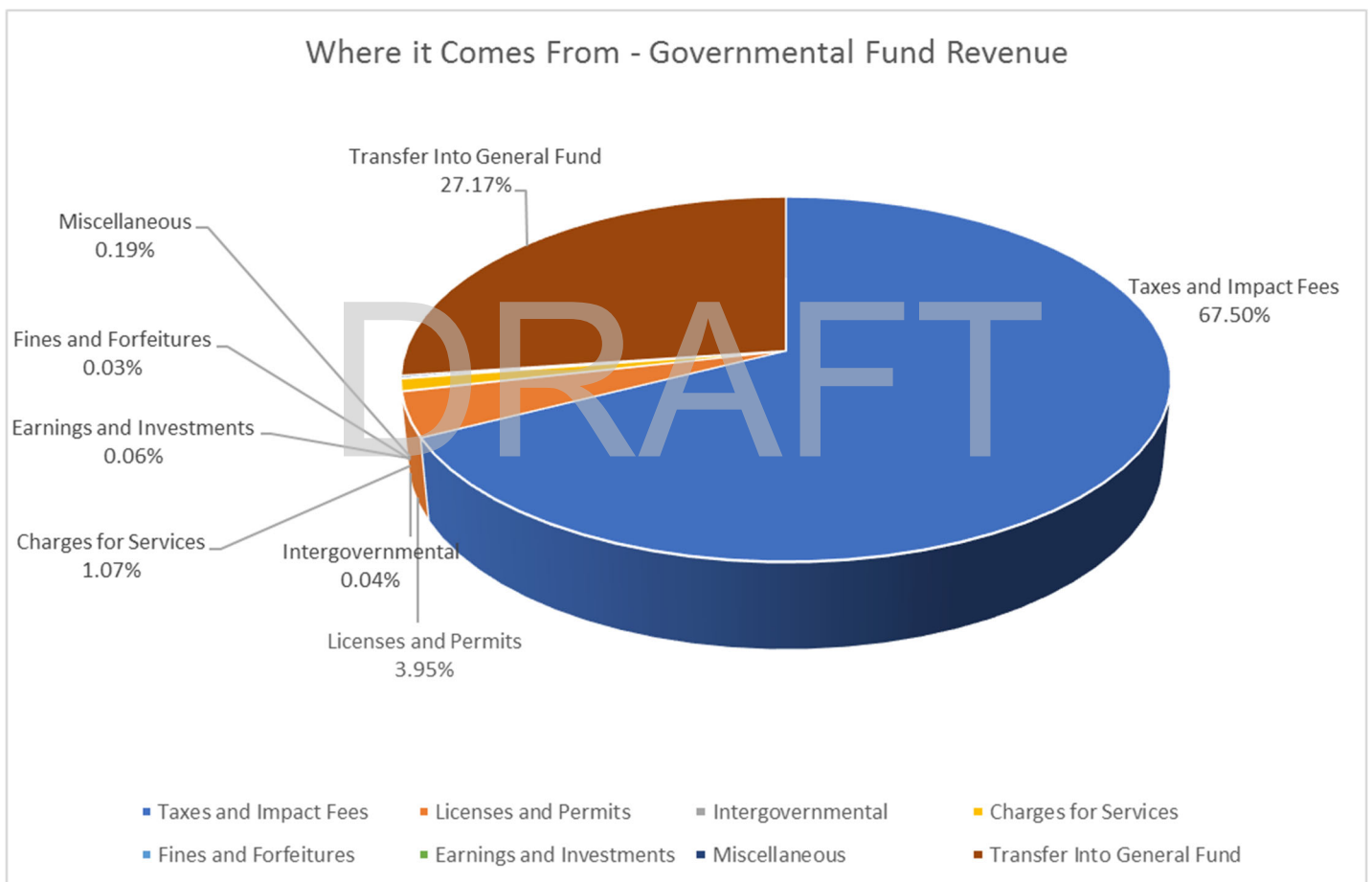
Projected 2021 FB	1,488,735
Projected 2022 Ending FB	1,259,270
Required FB	90,197

Governmental Funds

Revenue Overview

This section of the budget provides information on the Town's major revenues received from outside sources.

Below is a graph depicting all the revenue sources for the 2022 budget year. The largest inflow for the Governmental Funds is the taxes and impact fees. This is a combination of property taxes, sales tax, building use tax, motor vehicle taxes, and impact fees. The second largest inflow is transfers into the general fund. This is for overhead and miscellaneous expenditures for providing supporting services to the other funds.

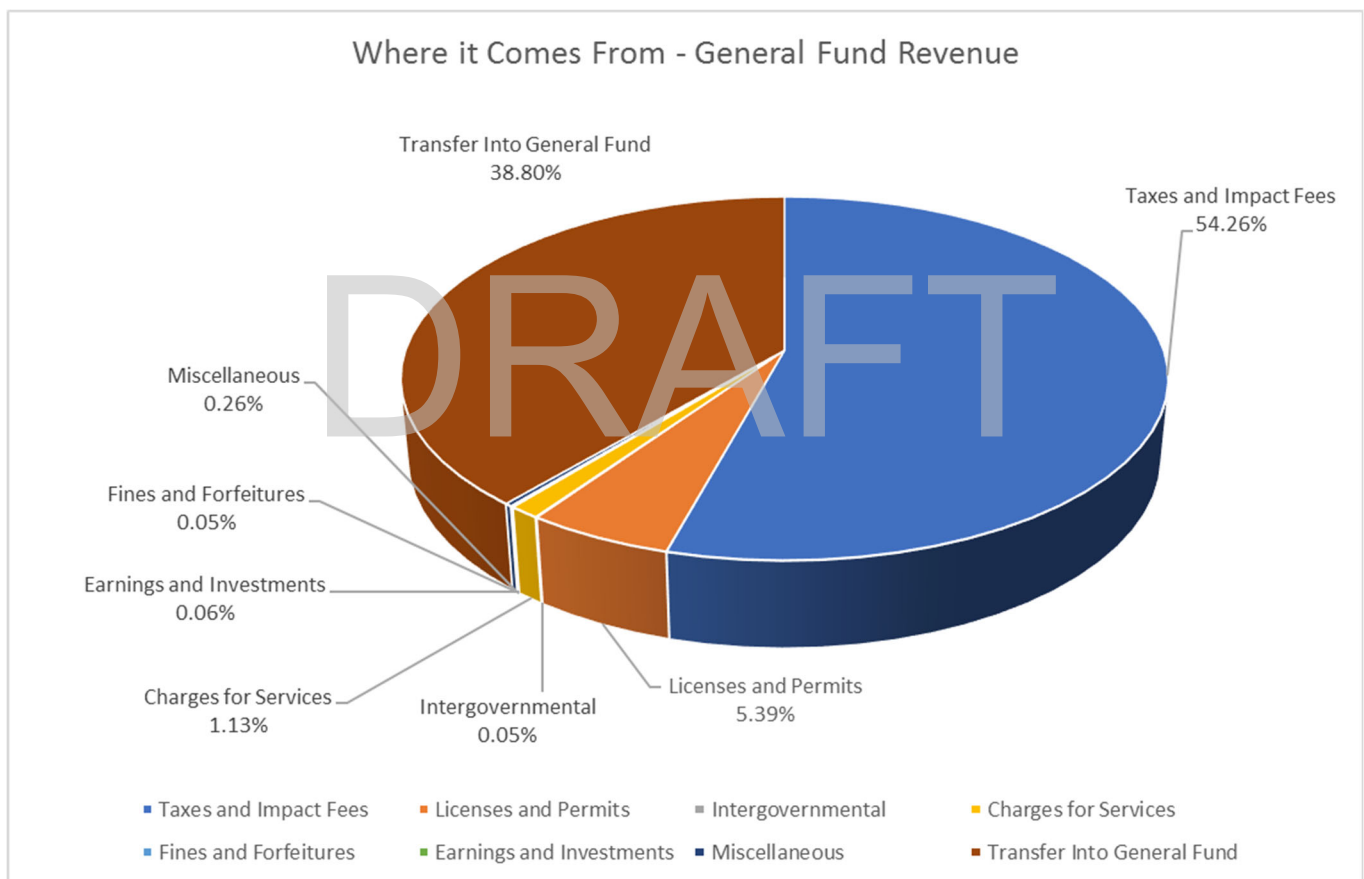


General Fund

Revenue Overview

This section of the budget provides information on the General Funds major revenues received from outside sources.

Below is a graph depicting all the revenue sources for the 2022 budget year. The largest piece of the pie for the General Fund is the taxes and Impact fees. This is a combination of property taxes, sales tax, building use tax, and franchise fees. The second largest inflow is transfers into the general fund. This is for overhead and miscellaneous expenditures for providing supporting services to the other funds.



Taxes and Impact Fees

General Fund

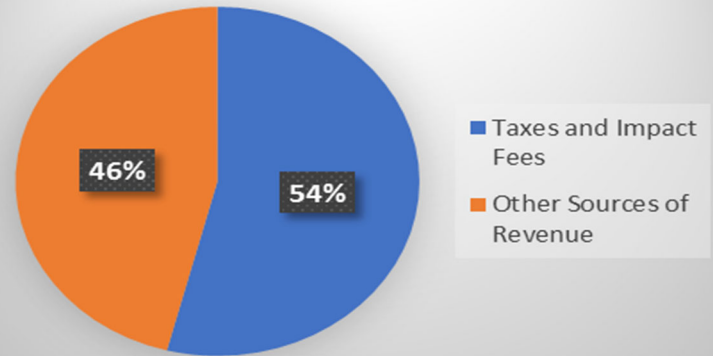
2022 Proposed Budget
\$4,420,381

Source

The Town's major sources of revenue include sales and property taxes. The Town of Wellington sales tax rate is 3% and is imposed on retail/food. The general fund received 2% of the sales tax revenue. Remaining 1% is allocated to the streets budget.

The 2022 tax levy for General Fund operating expenditures is 12.439.

Taxes and Impact Fees to Total General Fund Revenue



Collection

As a statutory town, sales and property taxes generated in Wellington are collected by the Colorado Department of Revenue (CDOR) and paid to the Town monthly.

Rationale

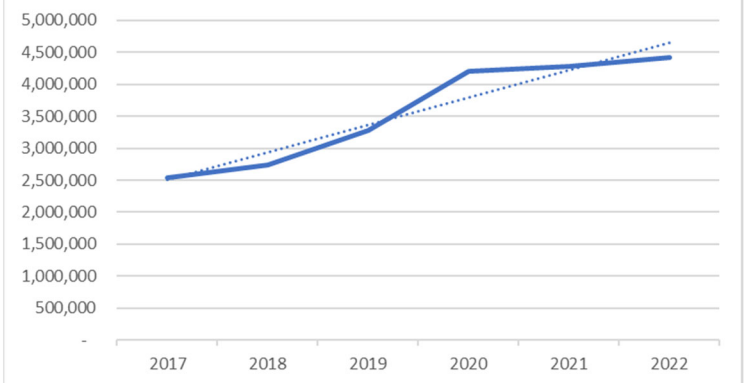
Sales tax projections are based on trend analysis and more specific information on businesses in the community that will begin or cease generating sales tax in the upcoming year. A recent trend benefitting sales tax collections for the Town is the taxation of on-line sales. E-commerce sales tax represented 12% of total sales tax revenue. This is an increase of 1% from prior year.

Property tax projections are supplied by Larimer County Assessors office. This is produced and submitted to Larimer County Board of Commissioners no later than December 15, 2021.

Taxes and Impact Fees History and Forecast

Property Taxes	1,653,374
Sales Tax	2,134,069
Severance Tax	42,538
Use Tax - Building Materials	390,000
Franchise Fees	200,400
Total	4,420,381

Taxes and Impact Fees by Years



Transfers to General Fund

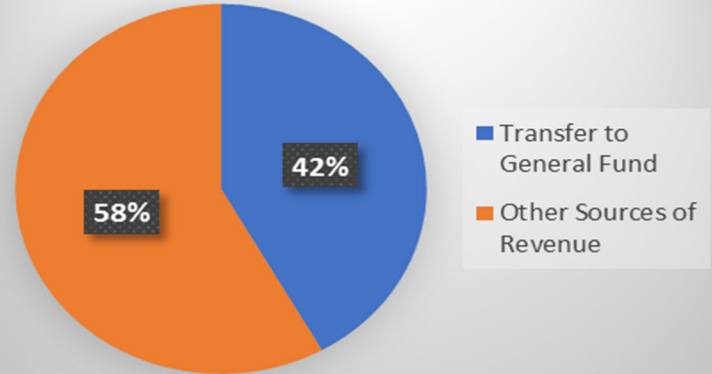
General Fund

2021 Proposed Budget
\$3,100,324

Source

The Town's major inflows comes from Streets, Parks, Water, Sewer, Storm Drainage Funds. This is for costs of central services or supporting functions shared among departments. This includes salaries, benefits, commercial insurance, professional services, software & licenses support, supplies, and miscellaneous expenses.

Inflows to the General Fund



Collection

Transfer done by finance monthly.

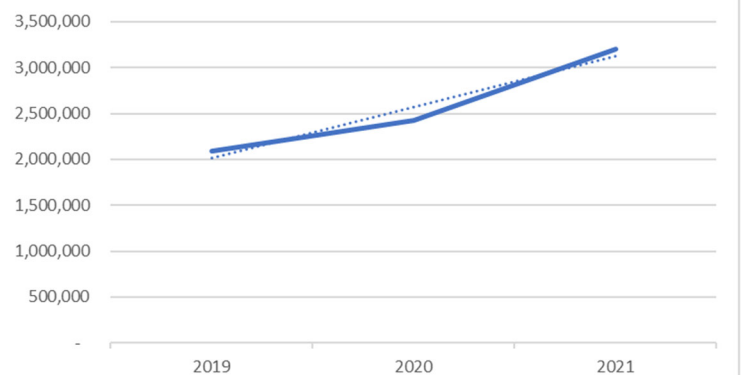
Rationale

Allocation of salary and benefits are based on percentage of time required to meet the needs of the funds. The additional expenses are allocated among the Streets, Parks, Water, Sewer, and Storm Drainage Funds based on specific need and use of resources.

Sales Tax Revenue History and Forecast

Trans. In From Street Fund	631,062
Trans.-In - From Water Fund	974,277
Trans. In From Sewer Fund	842,234
Trans. In From Drainage Fund	242,823
Trans. In From Park Fund	409,928
Total	3,100,324

Transfer to General Fund by Years



General Fund

The General Fund accounts for all transactions of the Town of Wellington not accounted for in other funds and is the Town's primary operating fund. This fund represents an accounting for the Town's ordinary operations financed from taxes and other general revenues.

	FY 2020	FY 2021	FY 2022	
	Actual	Projected Year-End	Adopted Budget	Percentage Change
Revenues				
Taxes and Impact Fees	4,204,811	4,093,572	4,420,381	8%
Licenses and Permits	775,820	591,790	438,700	-26%
Intergovernmental	6,608	3,682	4,300	17%
Charges for Services	162,695	103,678	92,000	-11%
Fines and Forfeitures	8,385	5,500	4,000	-27%
Earnings and Investments	52,942	50,831	5,200	-90%
Miscellaneous	37,106	26,817	590,627	2102%
Transfer Into General Fund	2,076,375	2,421,173	3,100,732	28%
Total	7,324,743	7,297,044	8,655,939	19%

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FUND/DIVISION - 201		2020 ACTUAL	2021 PROJECTED	2022 BUDGETED	PERCENTAGE CHANGE
Taxes and Impact Fees					
201-01-3110	Property Taxes	1,426,728	1,440,392	1,653,374	15%
201-01-3130	Sales Tax	1,765,037	1,803,837	2,134,069	18%
201-01-3135	Severance Tax	42,538	42,538	42,538	0%
201-01-3140	Use Tax - Building Materials	785,010	629,807	390,000	-38%
201-01-3195	Interest-Delinquent Taxes	659	188	1,000	432%
201-03-3160	Franchise Fee-Electricity	133,048	136,786	148,000	8%
201-03-3170	Franchise Fee-Natural Gas	24,139	16,455	24,000	46%
201-03-3180	Franchise Fee-Telephone	1,328	1,319	2,400	82%
201-03-3190	Franchise Fee-Cable Television	26,325	22,250	25,000	12%
		4,204,811	4,093,572	4,420,381	8%
Licenses and Permits					
201-02-3462	Bldg. Inspection Fees	737,460	571,245	420,000	-26%
201-04-3220	Business License	38,165	20,350	17,500	-14%
201-04-3210	Liquor License	150	150	1,200	700%
201-04-3270	Animal License	45	45	-	-100%
		775,820	591,790	438,700	-26%
Intergovernmental					
201-01-3320	Cigarette Tax	6,608	3,682	4,300	17%
		6,608	3,682	4,300	17%
Charges for Services					
201-02-3155	Town Plan Review Fees	25,005	18,969	21,800	15%
201-02-3430	County Tax Vendors Fee	10,628	11,456	6,500	-43%
201-02-3435	Fire Dept. Vendor Fee	18,863	12,000	-	-100%
201-02-3450	Bldg. Admin. Fee	63,973	47,022	40,000	-15%
201-05-3420	Land Use Fees	32,767	4,491	15,000	234%
201-05-3460	General Charges For Services	602	602	-	-100%
201-05-3510	Community Center User Fees	1,608	1,308	1,000	-24%
201-06-3555	LCSD Administrative Fees	1,260	1,040	500	-52%
201-07-3470	Cemetery-Grave Openings	1,600	1,000	1,200	20%
201-07-3480	Cemetery-Perpetual Care	1,225	1,075	1,000	-7%
201-07-3490	Cemetery-Sale Of Lots	5,165	4,715	5,000	6%
		162,695	103,678	92,000	-11%
Fines and Forfeitures					
201-06-3550	Court Fines & Costs	8,385	5,500	4,000	-27%
		8,385	5,500	4,000	-27%
Earnings and Investments					
201-08-3355	Investment Earnings - Library	3,083	2,996	200	-93%
201-08-3610	Investment Earnings-General	49,860	47,835	5,000	-90%
		52,942	50,831	5,200	-90%
Miscellaneous					
201-08-3373	Library Contrib./Fines/Misc.	6,923	6,756	9,000	33%
201-08-3440	Sale Of Maps & Publications	25	25	-	-100%
201-08-3350	Grants	15,476	5,956	569,627	9464%
201-08-3912	Water Share Rental	4,500	4,500	9,000	100%
201-08-3913	Sponsorship & Donations	1,500	1,500	-	-100%
201-08-3630	Car Show Revenue	-	-	2,000	
201-08-3690	Miscellaneous Revenue	8,682	8,080	1,000	-88%
		37,106	26,817	590,627	2102%
Transfer Into General Fund					
201-09-3694	Trans. In From Street Fund	480,761	506,938	631,107	24%
201-09-3695	Trans.-In - From Water Fund	714,101	908,674	974,426	7%
201-09-3696	Trans. In From Sewer Fund	487,931	553,319	842,378	52%
201-09-3697	Trans. In From Drainage Fund	99,164	118,080	242,833	106%
201-09-3698	Trans. In From Park Fund	294,417	334,162	409,988	23%
		2,076,375	2,421,173	3,100,732	28%
Total Revenues		7,324,743	7,297,044	8,655,939	19%

Legislative Board

The Board of Trustees acts as the governing body and legislative branch for the Town of Wellington's government and develops public policy consistent with the needs of the community by way of enacting ordinances, formal motions, and resolutions which provide direction to the Town Administrator.

	FY 2021 Adopted Budget	FY 2022 Adopted Budget	Percentage Change
Expenditures			
Compensation & Benefits	11,659	11,659	0.0%
Materials & Supplies	55,000	-	-100.0%
Operations & Maintenance	226,610	234,160	3.3%
Total	293,269	245,819	-16.2%

Authorized Personnel FTE	2020 Budgeted	2021 Budgeted	2022 Proposed
Mayor	1	1	1
Council	6	6	6
Total	7	7	7

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LEGISLATIVE
BUDGET SUMMARY

EXPENDITURES

		2020	2021	2021	2022
		ACTUAL	PROJECTED	BUDGETED	BUDGETED
FUND/DIVISION - 11					
Compensation & Benefits					
201-11-5102	Benefits	835	803	859	859
201-11-5107	Elected Official Compensation	10,500	10,800	10,800	10,800
		11,335	11,603	11,659	11,659
Materials & Supplies					
201-11-5414	Election Expense	12,238	20,000	55,000	-
		12,238	20,000	55,000	-
Operations & Maintenance					
201-11-5192	CAC Program Expenditures	10,622	12,000	35,410	35,160
201-11-5331	Publishing & Legal Notice	3,535	1,983	1,200	1,500
201-11-5335	Dues & Subscriptions	-	-	2,500	2,500
201-11-5352	Municipal Legal Services	-	-	35,000	-
201-11-5356	Professional Services	-	-	-	10,000
201-11-5363	R&M Computer/Office Equipment	3,556	-	1,000	6,000
201-11-5380	Travel & Training	1,753	5,000	10,000	10,000
201-11-5950	Board Outreach	79	80,000	86,800	107,500
201-11-5951	Board Discretionary Fund	42,234	42,383	52,000	61,500
201-11-5530	Code Review & Update	4,786	-	2,700	-
		66,565	141,366	226,610	234,160
TOTAL EXPENDITURES		90,138	172,969	293,269	245,819

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Judicial

The Municipal Court maintains files on all citations issued by the Larimer County Sheriff Department and Code Enforcement for violations of municipal law; hears all cases involving said violations and reports all applicable convictions to the Department of Motor Vehicle's Licensing Bureau. Records are maintained in such a manner to assure that all sentences are processed in a legal and timely manner according to state law.

	FY 2021 Adopted Budget	FY 2022 Adopted Budget	Percentage Change
Expenditures			
Compensation & Benefits	-	-	0.0%
Materials & Supplies	2,500	2,500	0.0%
Operations & Maintenance	22,100	18,750	-15.2%
Total	24,600	21,250	-13.6%

	2020 Budgeted	2021 Budgeted	2022 Proposed
Authorized Personnel FTE			
Court Clerk	0.25	0	0
Total	0.25	0	0

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JUDICIAL
BUDGET SUMMARY

		EXPENDITURES			
		2020	2021	2021	2022
		ACTUAL	PROJECTED	BUDGETED	BUDGETED
FUND/DIVISION - 12					
Compensation & Benefits					
201-12-5100	Wages & Salaries	479	-	-	-
201-12-5102	Benefits	260	-	-	-
		739	-	-	-
Materials & Supplies					
201-12-5214	Office Supplies	2,539	500	2,500	2,500
		2,539	500	2,500	2,500
Operations & Maintenance					
201-12-5109	Magistrate	9,000	6,000	9,000	9,000
201-12-5359	Prosecuting Attorney	4,740	6,453	7,500	7,500
201-12-5380	Travel & Training	531	1,000	3,600	1,000
201-12-5498	Court Appointed Counsel	-	500	1,000	1,000
201-12-5499	Translator Fees	407	-	1,000	250
		14,678	13,953	22,100	18,750
TOTAL EXPENDITURES		17,957	14,453	24,600	21,250

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Administration

The Town Administrator is appointed by the Board of Trustees and serves as the chief administrative officer of the organization. The Town Administrator's Office is responsible for providing direction on day-to-day operations, overseeing and implementing organizational policies, laws and Town ordinances, providing the Board of Trustees support, implementing organizational goals, appointing department directors and the development and submission of the annual budget to the Board of Trustees.

	FY 2021 Adopted Budget	FY 2022 Adopted Budget	Percentage Change
Expenditures			
Compensation & Benefits	471,970	588,291	24.6%
Materials & Supplies	50,000	15,300	-69.4%
Operations & Maintenance	117,600	717,627	510.2%
Total	639,570	1,321,218	106.6%

	2020 Budgeted	2021 Budgeted	2022 Proposed
Authorized Personnel FTE			
Town Administrator	1	1	1
Deputy Town Administrator	1	1	1
Community Business Liasion	0	0	1
Management Analyst	0	1	1
Marketing & Communications Specialist	1	1	1
Total	3	4	5

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ADMINISTRATION
BUDGET SUMMARY

		EXPENDITURES			
		2020	2021	2021	2022
		ACTUAL	PROJECTED	BUDGETED	BUDGETED
FUND/DIVISION - 13					
Compensation & Benefits					
201-13-5100	Wages & Salaries	224,945	394,625	388,725	475,937
201-13-5102	Benefits	40,507	80,510	83,245	112,354
		265,453	475,135	471,970	588,291
Materials & Supplies					
201-13-5214	Office Supplies	-	-	-	1,500
201-13-5363	R&M Computer/Office Equipment	-	20,000	50,000	13,800
		-	20,000	50,000	15,300
Operations & Maintenance					
201-13-5331	Publishing & Legal Notices	-	500	1,500	1,000
201-13-5335	Dues & Subscription	5,624	8,383	8,000	8,500
201-13-5336	Public Relations	-	600	600	2,500
201-13-5352	Legal Services	94,080	88,321	75,000	100,000
201-13-5356	Professional Fees	13,532	2,500	25,000	15,000
201-13-5380	Travel and Training	-	-	-	8,000
201-13-5381	Mileage Reimbursement	-	-	-	500
201-13-5496	Community Relations	1,080	1,000	5,000	6,500
201-13-5903	Grants	-	-	-	569,627
201-13-5933	Senior's Van	3,410	6,757	2,500	6,000
		117,726	108,062	117,600	717,627
TOTAL EXPENDITURES		383,178	603,197	639,570	1,321,218

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Finance

The Finance Department manages and accounts for the Town's financial resources. This department prepares and monitors the annual budget, invests Town funds to protect assets, maintains fiscal liquidity and maximizes income in compliance with all governing financial and accounting laws.

	FY 2021 Adopted Budget	FY 2022 Adopted Budget	Percentage Change
Expenditures			
Compensation & Benefits	468,443	521,874	11.4%
Materials & Supplies	28,400	43,900	54.6%
Operations & Maintenance	224,900	277,650	23.5%
Total	721,743	843,424	16.9%

	2020 Budgeted	2021 Budgeted	2022 Proposed
Authorized Personnel FTE			
Finance Director	1.00	1.00	1.00
Assistant Finance Director	1.00	1.00	1.00
Accounts Payable Clerk	0.75	1.00	1.00
Utility Services Coordinator	1.00	1.00	1.00
Payroll Coordinator	1.00	1.00	1.00
Total	4.75	5.00	5.00

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FINANCE
BUDGET SUMMARY

		EXPENDITURES			
		2020	2021	2021	2022
		ACTUAL	PROJECTED	BUDGETED	BUDGETED
FUND/DIVISION - 14					
Compensation & Benefits					
201-14-5100	Wages & Salaries	249,902	363,388	366,948	388,812
201-14-5102	Benefits	102,240	124,421	101,495	133,062
		352,142	487,810	468,443	521,874
Materials & Supplies					
201-14-5214	Office Supplies	-	-	-	1,500
201-14-5311	Postage	2,730	2,899	2,400	2,400
201-14-5321	Printing Services	28,048	37,063	26,000	40,000
		30,778	39,962	28,400	43,900
Operations & Maintenance					
201-14-5510	Insurance and Bonds	143,491	114,814	148,000	160,000
201-14-5353	Accounting & Audit	20,873	26,375	27,000	30,000
201-14-5335	Dues and Subscriptions	171	1,200	3,500	2,000
201-14-5338	Bank Service Charge	297	-	-	-
201-14-5356	Professional Services	-	-	-	2,000
201-14-5363	R&M Computer/Office Equip	3,596	2,452	1,500	6,000
201-14-5378	Office Space Rental	2,596	-	3,000	1,200
201-14-5380	Travel and Training	2,783	3,052	10,500	10,000
201-14-5381	Mileage Reimbursement	35	-	-	-
201-14-5560	County Treas. Fees	19,263	43,092	30,000	60,000
201-14-5640	Paying Agent Fee	500	-	1,200	250
201-14-5903	Grants	-	-	-	6,000
201-14-5950	Document Shredding	-	167	200	200
		193,607	191,153	224,900	277,650
TOTAL EXPENDITURES		576,526	718,925	721,743	843,424

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Town Clerk

The Town Clerk oversees the recorded history of the Town in the form of minutes, ordinances and resolutions. The Town Clerk's Office also provides support to the Mayor, Board of Trustees, Town Administrator and other departments within the Town of Wellington in addition to providing oversight to public records requests, cemetery, elections, liquor licensing and boards and commissions.

Customer Service at Town Hall provides information to the public and provides support to various other town departments.

	FY 2021 Adopted Budget	FY 2022 Adopted Budget	Percentage Change
Expenditures			
Compensation & Benefits	170,207	195,889	15.09%
Materials & Supplies	8,500	38,500	352.94%
Operations & Maintenance	7,950	37,800	375.47%
Total	186,657	272,189	45.82%
Authorized Personnel FTE	2020 Budgeted	2021 Budgeted	2022 Proposed
Administrative Assistant/Court Clerk	1.00	1.00	1.00
Town Clerk	1.00	1.00	1.00
Total	2.00	2.00	2.00

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TOWN CLERK
BUDGET SUMMARY

		EXPENDITURES			
		2020	2021	2021	2022
		ACTUAL	PROJECTED	BUDGETED	BUDGETED
FUND/DIVISION - 15					
Compensation & Benefits					
201-15-5100	Wages and Salaries	145,733	130,275	133,175	137,769
201-15-5102	Benefits	34,407	53,183	37,032	58,120
		180,140	183,458	170,207	195,889
Materials & Supplies					
201-15-5214	Office Supplies	7,456	7,011	6,000	1,500
201-15-5363	R&M Computer/Office Equip.	13,953	9,777	2,500	5,000
201-15-5414	Election Expenses	-	-	-	32,000
		21,409	16,788	8,500	38,500
Operations & Maintenance					
201-15-5105	Temporary Employment Services	16,397	-	-	-
201-15-5530	Code Review & Update	-	-	-	5,000
201-15-5335	Dues & Subscriptions	-	336	400	500
201-15-5356	Professional Services	-	-	-	27,000
201-15-5380	Travel & Training	-	2,200	3,500	5,000
201-15-5381	Mileage Reimbursement	-	-	300	300
201-15-5495	Miscellaneous	1,308	-	3,500	-
201-15-5948	Employee Apparel	-	1,215	250	-
		17,705	3,751	7,950	37,800
TOTAL EXPENDITURES		219,254	203,997	186,657	272,189

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Human Resources

The HR Manager is responsible for employee compensation and benefits administration; recruitment and; employee relations, training and development of staff; personnel policy development and interpretation.

	FY 2021 Adopted Budget	FY 2022 Adopted Budget	Percentage Change
Expenditures			
Compensation & Benefits	166,460	158,222	-4.9%
Materials & Supplies	-	1,500	0.0%
Operations & Maintenance	29,600	74,600	152.0%
Total	196,060	234,322	19.5%

	2020 Budgeted	2021 Budgeted	2022 Proposed
Authorized Personnel FTE			
Human Resources Manager	1.00	1.00	1.00
HR Administrative Assistant	-	0.50	0.50
Total	1.00	1.50	1.50

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HUMAN RESOURCES
BUDGET SUMMARY

		EXPENDITURES			
		2020	2021	2021	2022
		ACTUAL	PROJECTED	BUDGETED	BUDGETED
FUND/DIVISION - 16					
Compensation & Benefits					
201-16-5100	Wages & Salaries	56,077	126,330	118,775	117,924
201-16-5102	Benefits	14,693	25,304	35,685	30,298
201-16-5103	Temporary Employment Services	-	-	12,000	10,000
		70,770	151,634	166,460	158,222
Materials & Supplies					
201-16-5214	Office Supplies	-	-	-	1,500
		-	-	-	1,500
Operations & Maintenance					
201-16-5226	Executive Search	45,669	-	-	-
201-16-5356	Professional Fees	5,153	2,000	2,400	20,000
201-16-5380	Travel & Training	19,078	3,000	4,000	15,000
201-16-5580	Employee Drug Testing	1,298	2,000	2,000	2,000
201-16-5582	Employee Wellness/Recognition	5,758	10,000	13,000	20,000
201-16-5583	Background Check	1,434	1,900	1,000	2,500
201-16-5948	Employee Apparel	2,738	1,200	4,800	5,100
201-16-5949	Employee Advertising	2,949	15,000	2,400	10,000
		84,077	35,100	29,600	74,600
TOTAL EXPENDITURES		154,846	186,734	196,060	234,322

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Information Services

The Information Services is a collaborative effort between an outside agency and internal staff to manage and support the technology needs of town staff.

	FY 2021 Adopted Budget	FY 2022 Adopted Budget	Percentage Change
Expenditures			
Compensation & Benefits	73,459.00	73,944	0.7%
Materials & Supplies	140,000	145,300	3.8%
Operations & Maintenance	49,600	121,798	145.6%
Total	263,059	341,042	29.6%
Authorized Personnel FTE	2020 Budgeted	2021 Budgeted	2022 Proposed
IT Technician	-	1.00	1.00
Total	-	1.00	1.00

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INFORMATION SERVICES
BUDGET SUMMARY

		EXPENDITURES			
		2020	2021	2021	2022
		ACTUAL	PROJECTED	BUDGETED	BUDGETED
FUND/DIVISION - 17					
Compensation & Benefits					
201-17-5100	Wages	-	26,714	55,850	56,216
201-17-5102	Benefits	-	7,600	17,609	17,728
		-	34,314	73,459	73,944
Materials & Supplies					
201-17-5214	Office Supplies	-	-	-	1,500
201-17-5579	Software License/Support	157,948	120,367	140,000	143,800
		157,948	120,367	140,000	145,300
Operations & Maintenance					
201-17-5345	Telephone Services	42,436	65,120	24,000	54,862
201-17-5380	Travel and Training	-	-	-	1,500
201-17-5585	Website Maintenance	5,131	15,000	6,000	9,548
201-17-5382	Network Administration	4,241	-	6,000	6,000
201-17-5384	Internet Service	12,024	4,583	10,000	43,888
201-17-5386	E-Mail Services	2,412	-	-	-
201-17-5947	Copier Expense	3,517	5,386	3,600	6,000
		69,760	90,088	49,600	121,798
TOTAL EXPENDITURES		227,708	244,769	263,059	341,042

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Planning and Zoning

The Planning and Development Department promotes healthy and sustainable growth by providing for the orderly growth of the community and the businesses within it. The department includes the Town Planner and Development Coordinator and provides oversight for contractual services for building plan review and inspections.

The Department is responsible for regulatory review of zoning and subdivision of land to assure compliance with the Town's Comprehensive Plan. Staff assist residents, property owners, businesses, and developers in understanding and applying the Town's plans and regulations. The department also facilitates meetings for the Planning Commission and Board of Adjustments; and provides professional expertise to other advisory boards and the Board of Trustees.

Activities include long-range and current planning, implementation of Wellington's Comprehensive Plan, site plan review and zoning administration. The department facilitates the development review process for all new developments and redevelopment activities. Development review includes coordination with contracted engineering services, building inspection services, as well as coordination with the Wellington Fire Protection District and other outside agencies as appropriate.

	FY 2021 Adopted Budget	FY 2022 Adopted Budget	Percentage Change
Expenditures			
Compensation & Benefits	530,988	614,228	15.7%
Materials & Supplies	16,500	13,000	-21.2%
Operations & Maintenance	548,775	453,675	-17.3%
Total	1,096,263	1,080,903	-1.4%

	2020 Budgeted	2021 Budgeted	2022 Proposed
Authorized Personnel FTE			
Planning Director	1.00	1.00	1.00
Development Coordinator	1.00	1.00	1.00
Building Permit Technician	-	-	1.00
Planner II	1.00	1.00	1.00
Building Official	-	1.00	1.00
Nieghborhood Service Officer	1.00	1.00	1.00
Total	4.00	5.00	6.00

PLANNING AND ZONING
BUDGET SUMMARY

		EXPENDITURES			
		2020	2021	2021	2022
		ACTUAL	PROJECTED	BUDGETED	BUDGETED
FUND/DIVISION - 18					
Personnel Services					
201-18-5100	Wages & Salaries	213,027	353,161	376,843	468,669
201-18-5101	Seasonal	-	-	15,000	-
201-18-5102	Benefits	43,302	97,519	139,145	145,559
		256,329	450,680	530,988	614,228
Materials & Supplies					
201-18-5214	Office Supplies	6,378	1,776	11,000	7,500
201-18-5331	Recording & Legal Publishing	1,551	1,055	2,500	2,500
201-18-5375	Protective Insp. Equipment	1,346	1,000	3,000	3,000
		9,276	3,831	16,500	13,000
Operations & Maintenance					
201-18-5335	Dues and Subscriptions	853	500	1,830	1,603
201-18-5350	Building Insp. Fee Remittance	575,406	309,316	450,000	350,000
201-18-5352	Legal Services	-	1,000	10,000	-
201-18-5354	Reimbursable Legal Services	-	2,000	2,500	-
201-18-5355	Reimbursable Services	2,948	1,000	30,000	40,000
201-18-5356	Professional Services	-	5,000	30,000	50,000
201-18-5357	Reimbursable Planning Services	-	5,000	10,000	-
201-18-5374	Humane Society Holding Charges	3,946	3,000	4,000	4,000
201-18-5380	Travel & Training	1,466	1,000	9,965	8,072
201-18-5381	Mileage Reimbursement	196	-	480	-
		584,815	327,816	548,775	453,675
TOTAL EXPENDITURES		850,419	782,327	1,096,263	1,080,903

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Law Enforcement

The Town of Wellington contracts with the Larimer County Sheriff's Office for law enforcement services. The contract provides for a sergeant, a corporal and 8 deputies to provide patrol services for the town. Deputies assigned to Wellington focus on establishing a community-oriented police presence within the town. Deputies are responsible for traffic enforcement, criminal law enforcement, and providing limited animal control duties when the Town's Code Enforcement Officer is unavailable. They enforce Wellington's Municipal Ordinances in addition to applicable county, state and federal laws. Deputies in Wellington conduct their patrol duties using marked patrol cars, bicycles and foot patrols. The School Resource Officer instructs safety programs at the 3 schools located in Wellington, investigates criminal activity on school grounds and attends school activities

	FY 2021 Adopted Budget	FY 2022 Adopted Budget	Percentage Change
Expenditures			
Compensation & Benefits	-	-	0.0%
Materials & Supplies	-	-	0.0%
Operations & Maintenance	1,518,500	1,571,476	3.5%
Total	1,518,500	1,571,476	3.5%

	2020 Budgeted	2021 Budgeted	2022 Proposed
Authorized Personnel FTE			
Total	-	-	-

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LAW ENFORCEMENT
BUDGET SUMMARY

		EXPENDITURES			
		2020	2021	2021	2022
		ACTUAL	PROJECTED	BUDGETED	BUDGETED
FUND/DIVISION - 21					
Compensation & Benefits		-	-	-	-
		-	-	-	-
Materials & Supplies					
		-	-	-	-
Operations & Maintenance					
201-21-5364	LCSO - Personnel	1,272,197	1,500,000	1,500,000	1,553,476
201-21-5376	LCSO - Support Costs	79,117	-	-	-
201-21-5377	LCSO - Community Activities	75	520	1,000	1,000
201-21-5378	LCSO - Office Rental/Maint.	14,150	14,400	17,500	17,000
201-21-5495	LCSO - Miscellaneous	-	-	-	-
		1,365,539	1,514,920	1,518,500	1,571,476
TOTAL EXPENDITURES		1,365,539	1,514,920	1,518,500	1,571,476

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Public Works

The Public Works Department is divided into 4 divisions: water, wastewater, public works, and engineering. This department oversees the Capital Improvement Program (CIP), water treatment, wastewater treatment, drainage systems, streets, facilities, parks, trails and fleet management. For 2021, the department has a staff of 17 permanent employees and 4 seasonal personnel. Public Works Department maintains over 60 miles of streets; sweeping, snow removal, patching, striping, crack sealing, etc. Public Works maintains over 33 miles of wastewater collections lines; 47 miles of water distribution lines; and numerous manholes, water valves, and fire hydrants; 161 acres of parks and 3.2 miles of trails.

	FY 2021 Adopted Budget	FY 2022 Adopted Budget	Percentage Change
Expenditures			
Compensation & Benefits	1,579,761	1,609,728	1.9%
Materials & Supplies	53,600	127,500	137.9%
Operations & Maintenance	203,902	178,560	-12.4%
Total	1,837,263	1,915,788	4.3%

	2020 Budgeted	2021 Budgeted	2022 Proposed
Authorized Personnel FTE			
Public Works Director	1.00	1.00	1.00
Deputy Public Works Director	1.00	1.00	1.00
Executive Assistant	1.00	1.00	1.00
Civil Engineer I	1.00	1.00	-
Civil Engineer II	1.00	1.00	2.00
Civil Engineer III	1.00	1.00	1.00
Public Works Superintendent	1.00	1.00	1.00
Fleet Mechanic	1.00	1.00	1.00
Fleet and Maintenance Coordinator	-	-	0.50
Street Maintenance Operator I	1.00	1.00	1.00
Street Maintenance Operator II	3.00	3.00	3.00
Street Maintenance Operator III	1.00	1.00	1.00
Lead D/C Operator	1.00	1.00	1.00
D/C Operator I	1.00	1.00	1.00
D/C Operator II	-	1.00	1.00
Meter Reader/Locator Inspector	0.50	-	-
Total	15.50	16.00	16.50

PUBLIC WORKS
BUDGET SUMMARY

		EXPENDITURES			
		2020	2021	2021	2022
		ACTUAL	PROJECTED	BUDGETED	BUDGETED
FUND/DIVISION - 34					
Compensation & Benefits					
201-34-5100	Wages & Salaries	757,264	930,654	1,195,923	1,188,188
201-34-5101	Seasonals	-	-	-	28,272
201-34-5102	Benefits	272,315	289,411	383,838	393,268
		1,029,579	1,220,065	1,579,761	1,609,728
Materials & Supplies					
201-34-5241	Shop Supplies	2,541	11,224	4,200	-
201-34-5233	R&M- Machinery & Equip. Parts	2,136	3,500	2,500	88,000
201-34-5372	Uniforms	32,855	21,019	18,000	16,000
201-34-5422	Small Tools	-	500	1,000	500
201-34-5941	PW Office Supplies	19,979	13,257	21,900	15,000
201-34-5947	Copier Expense	11,316	6,192	6,000	8,000
		68,826	55,693	53,600	127,500
Operations & Maintenance					
201-34-5231	Fuel, Oil & Grease	5,845	7,596	8,542	18,000
201-34-5329	HOA Fees	225	-	360	360
201-34-5335	Dues & Subscriptions	4,916	12,453	4,600	5,200
201-34-5363	R&M Computer/Office Equip.	10,536	9,277	5,800	10,000
201-34-5370	PPE Allowance	1,077	732	1,200	-
201-34-5371	Cell Phone/Accessories	478	-	-	-
201-34-5380	Travel & Training	-	6,000	18,000	22,000
201-34-5382	Employee Recognition	-	3,006	1,800	-
201-34-5398	Waste Collection Service	9,279	7,251	8,000	8,000
201-34-5402	Dev. Review/Misc. Consulting	-	-	40,000	-
201-34-5456	Mosquito Control	10,600	11,600	15,000	15,000
201-34-5356	Professional Services	978	16,000	60,600	60,000
201-34-5790	GIS/Mapping	29,124	10,000	40,000	40,000
		73,057	83,915	203,902	178,560
TOTAL EXPENDITURES		1,171,463	1,359,672	1,837,263	1,915,788

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Cemetery

The Highland Cemetery is located at 9192 NE Frontage Road. The Town of Wellington performs all the routine operations and maintenances at the cemetery.

	FY 2021 Adopted Budget	FY 2022 Adopted Budget	Percentage Change
Expenditures			
Compensation & Benefits	-	-	0.0%
Materials & Supplies	5,000	5,000	0.0%
Operations & Maintenance	25,000	25,000	0.0%
Total	30,000	30,000	0.0%

Authorized Personnel FTE	2020 Budgeted	2021 Budgeted	2022 Proposed
Total	-	-	-

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CEMETERY
BUDGET SUMMARY

		EXPENDITURES			
		2020	2021	2021	2022
		ACTUAL	PROJECTED	BUDGETED	BUDGETED
FUND/DIVISION - 42					
Compensation & Benefits		-	-	-	-
		-	-	-	-
Materials & Supplies					
201-42-5423	Sand & Gravel & Road Base	404	-	5,000	5,000
		404	-	5,000	5,000
Operations & Maintenance					
201-42-5382	Grounds Maintenance Service	-	-	5,000	5,000
201-42-5454	Survey	-	-	20,000	20,000
		-	-	25,000	25,000
TOTAL EXPENDITURES		404	-	30,000	30,000

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General Use Building & Community Center

These are buildings owned or leased by the Town for Town employees.

	FY 2021 Adopted Budget	FY 2022 Adopted Budget	Percentage Change
Expenditures			
Compensation & Benefits	-	-	0.0%
Materials & Supplies	27,200	32,200	18.4%
Operations & Maintenance	47,200	59,000	25.0%
Total	74,400	91,200	22.6%

Authorized Personnel FTE	2020 Budgeted	2021 Budgeted	2022 Proposed
Total	-	-	-

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GENERAL USE BUILDING & COMMUNITY CENTER SUMMARY
BUDGET SUMMARY

		EXPENDITURES			
		2020	2021	2021	2022
		ACTUAL	PROJECTED	BUDGETED	BUDGETED
FUND/DIVISION - 49					
Compensation & Benefits		-	-	-	-
		-	-	-	-
Materials & Supplies					
201-49-5367	R&M Serv./Supplies - Buildings	31,962	25,000	25,000	30,000
201-49-5368	Cleaning Supplies	2,417	2,200	2,200	2,200
		34,378	27,200	27,200	32,200
Operations & Maintenance					
201-49-5341	Electricity	12,224	14,632	10,000	15,000
201-49-5342	Water	4,695	3,437	3,100	5,000
201-49-5343	Sewer	1,979	1,893	1,600	2,000
201-49-5344	Natural Gas - Heat	10,252	17,003	12,000	15,000
201-49-5346	Storm Drainage	3,454	2,816	2,500	4,000
201-49-5369	Janitorial Service	2,295	18,000	18,000	18,000
201-49-5495	Miscellaneous	419	-	-	-
		35,319	57,780	47,200	59,000
TOTAL EXPENDITURES		69,697	84,980	74,400	91,200

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Economic Development

Economic Development encourages development that reflects and enhances Wellington's unique culture and historic characteristics. The department commits to improving Wellington's economic well-being through strategies that focus on supporting local businesses, attracting new businesses and to guide quality growth and provide a sense of place for the Town of Wellington.

	FY 2021 Adopted Budget	FY 2022 Adopted Budget	Percentage Change
Expenditures			
Compensation & Benefits	-	-	0.0%
Materials & Supplies	-	-	0.0%
Operations & Maintenance	75,000	5,000	-93.3%
Total	75,000	5,000	-93.3%

	2020 Budgeted	2021 Budgeted	2022 Proposed
Authorized Personnel FTE			
Economic Development			
Manager	1.00	-	-
Total	1.00	-	-

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ECONOMIC DEVELOPMENT
BUDGET SUMMARY

		EXPENDITURES			
		2020	2021	2021	2022
		ACTUAL	PROJECTED	BUDGETED	BUDGETED
FUND/DIVISION - 51					
Compensation & Benefits					
201-51-5100	Wages & Salaries	41,254	-	-	-
201-51-5102	Benefits	13,084	-	-	-
		54,338	-	-	-
Materials & Supplies					
201-51-5214	Office Supplies	1,299	-	-	-
201-51-5321	Printing	292	-	-	-
		1,591	-	-	-
Operations & Maintenance					
201-51-5154	Economic Development	9,610	-	-	5,000
201-51-5157	Main Street Project Contrib.	77,500	-	-	-
201-51-5335	Dues/Fees/Subscriptions	1,629	-	-	-
201-51-5356	Professional Fees	7,788	10,000	60,000	-
201-51-5380	Travel/Mileage	453	-	-	-
201-51-5401	Contracts Services/Marketing	10,715	8,000	15,000	-
		107,695	18,000	75,000	5,000
TOTAL EXPENDITURES		163,624	18,000	75,000	5,000

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Library

The library operates out of the Leeper Center and is open 42.5 hours per week and has approximately 24,000 items available for use. The Wellington Public Library has a collection of materials of interest to children and adults. These items are available for check out and/or use within the library. Public access to the internet is provided to the public. The library offers fax, scanning, and copier service. Staff programs activities and educational content for adults, teens, and children.

	FY 2021 Adopted Budget	FY 2022 Adopted Budget	Percentage Change
Expenditures			
Compensation & Benefits	180,400	303,997	68.5%
Materials & Supplies	40,550	48,200	18.9%
Operations & Maintenance	22,085	25,085	13.6%
Total	243,035	377,282	55.2%

	2020 Budgeted	2021 Budgeted	2022 Proposed
Authorized Personnel FTE			
Library Manager	1.00	1.00	1.00
Assistant Library Media Manager	0.75	0.75	1.00
Assistant Manager Youth Services	0.50	0.50	0.75
Library Clerk I	-	-	0.75
Library Clerk I	-	-	0.50
Library Clerk I	0.50	0.50	0.50
Library Clerk I	0.50	0.20	0.50
Total	3.25	2.95	5.00

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LIBRARY
BUDGET SUMMARY

		EXPENDITURES			
		2020	2021	2021	2022
		ACTUAL	PROJECTED	BUDGETED	BUDGETED
FUND/DIVISION - 55					
Compensation & Benefits					
201-55-5100	Wages & Salaries	117,103	191,480	144,430	239,263
201-55-5102	Benefits	19,369	39,590	35,970	64,734
		136,473	231,070	180,400	303,997
Materials & Supplies					
201-55-5214	Office Supplies	6,102	5,068	9,000	9,000
201-55-5311	Postage	175	5	150	200
201-55-5321	Printing Services	41	-	400	1,000
201-55-5793	E-Books - Subscriptions	4,550	5,500	5,500	5,500
201-55-5900	Library Books	14,313	-	17,000	18,000
201-55-5901	Library Shelving & Furnishings	1,820	-	2,000	2,000
201-55-5902	Courier Service	2,081	-	1,500	1,500
201-55-5903	Grants	5,202	5,522	5,000	11,000
		34,283	16,094	40,550	48,200
Operations & Maintenance					
201-55-5331	Publishing & Legal Notices	-	-	700	700
201-55-5333	Dues	-	-	200	200
201-55-5335	Subscriptions	237	3	1,000	2,000
201-55-5337	Summer Reading Program	1,503	1,120	3,500	5,000
201-55-5345	Telephone Services	270	-	1,650	1,650
201-55-5347	Story Time Supplies	304	29	200	200
201-55-5363	R&M Computer/Office Equip.	2,810	-	750	750
201-55-5380	Travel & Training	431	225	1,250	1,250
201-55-5384	Internet Service	989	1,671	1,000	2,000
201-55-5387	Special Event Supplies	261	-	375	375
201-55-5495	Miscellaneous	1,418	-	500	-
201-55-5579	Software License/Support	6,188	7,000	7,460	7,460
201-55-5792	Multi Media	2,282	2,500	3,500	3,500
		16,693	12,549	22,085	25,085
TOTAL EXPENDITURES		187,449	259,713	243,035	377,282

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Transfer - General Fund

Transfer to the Capital Projects Fund for General Funds capital expenditures.

	FY 2021 Adopted Budget	FY 2022 Adopted Budget	Percentage Change
Expenditures			
Compensation & Benefits	-	-	0.0%
Materials & Supplies	-	-	0.0%
Operations & Maintenance	-	-	0.0%
Transfer	1,952,178	1,686,100	-13.6%
Total	1,952,178	1,686,100	-13.6%

Authorized Personnel FTE	2020 Budgeted	2021 Budgeted	2022 Proposed
Total	-	-	-

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TRANSFER - GENERAL FUND
BUDGET SUMMARY

FUND/DIVISION - 56	EXPENDITURES	2020	2021	2021	2022
		ACTUAL	PROJECTED	BUDGETED	BUDGETED
Compensation & Benefits					
		-	-	-	-
Materials & Supplies					
		-	-	-	-
Operations & Maintenance					
		-	-	-	-
Transfer					
201-56-5001	Transfer to Capital Projects Fund	616,735	521,494	1,952,178	1,686,100
		616,735	521,494	1,952,178	1,686,100
TOTAL EXPENDITURES		616,735	521,494	1,952,178	1,686,100

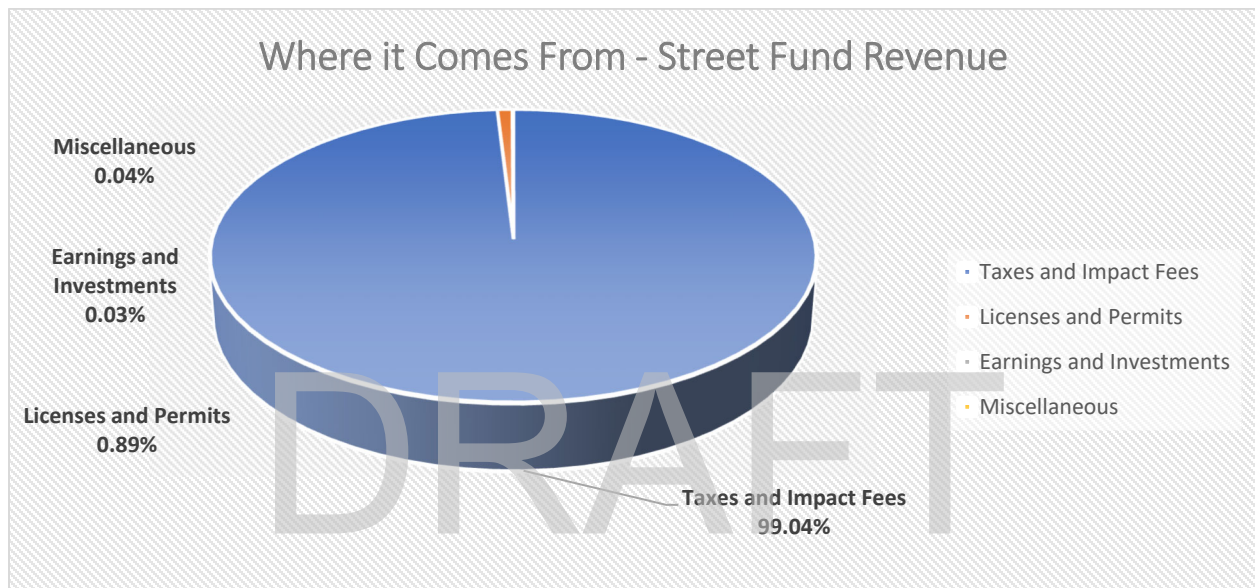
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Street Fund

Revenue Overview

This section of the budget provides information on the Street Fund major revenues received from outside sources.

Below is a graph depicting all the revenue sources for the 2022 budget year. The largest inflow for the Street Fund is the taxes and impact fees. This is a combination of sales tax, motor vehicle tax, highway user tax, and road impact fees.



Taxes and Impact Fees

Street Fund

2022 Proposed Budget
\$2,344,300

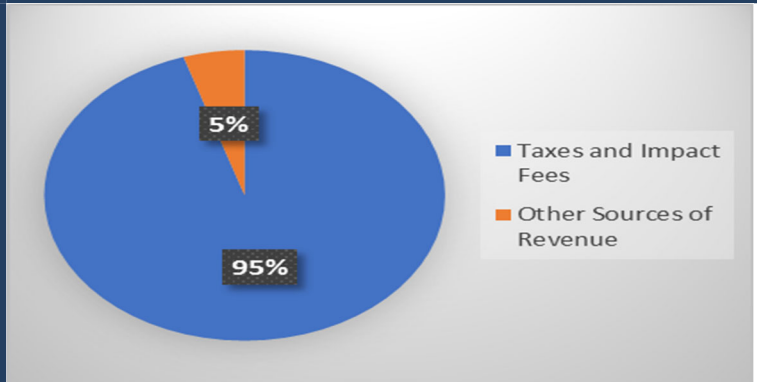
Source

The Town's major sources of revenue include sales, motor vehicle, and impact fees.

The Town of Wellington sales tax rate is 3% and is imposed on retail/food. The general fund received 2% of the sales tax revenue. Remaining 1% is dedicated to the streets budget.

Motor vehicle tax includes fees from vehicle registration, plates, and taxes on new/old vehicle purchases.

Taxes and Impact Fees to Total Street Fund Revenue



Collection

As a statutory town, sales taxes generated in Wellington are collected by the Colorado Department of Revenue (CDOR) and paid to the Town monthly.

The vehicle use tax is collected by Larimer County and distributed to the Town monthly.

Rationale

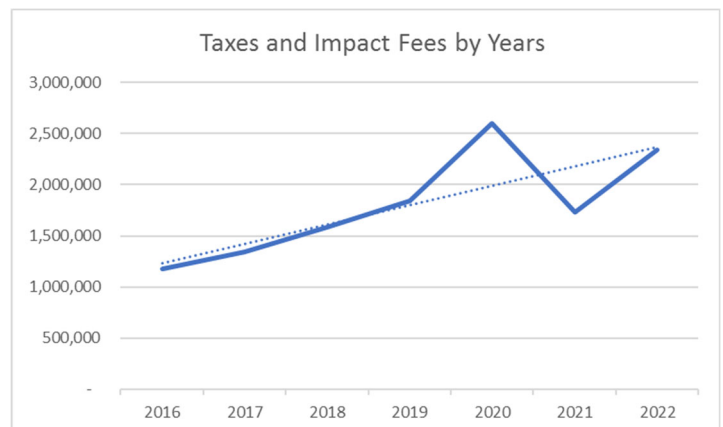
Sales tax projections are based on trend analysis and more specific information on businesses in the community that will begin or cease generating sales tax in the upcoming year. A recent trend benefitting sales tax collections for the Town is the taxation of on-line sales. E-commerce sales tax represented 12% of total sales tax revenue. This is an increase of 1% from the prior year.

Vehicle use tax is based on previous years forecast. Major factor is the willingness of the population to purchase new/used vehicles. With current market conditions we believe we will see a decrease in vehicle use tax compared to prior years.

Road impact fees are based on future growth forecasts. Major factors are new development. With the implementation of strategic growth from the Town Board, we expect to see a decline in road impact fees.

Sales Tax Revenue History and Forecast

Sales Tax	1,067,000
Motor Vehicle Spec. Ownership	100,000
Motor Vehicle Registration Tax	27,000
Motor Vehicle Use Tax	700,000
Highway Users Tax	242,000
Road & Bridge Tax	40,000
BP Road Impact Fee	168,300
Total	2,344,300



Street Fund

Special Revenue Funds are established for the purpose of accounting for monies received by the Town of Wellington that are restricted in nature and can only be utilized for a specific purpose.

The Street Fund was established to account for resources used for the acquisition, construction, and maintenance of assets and capital facilities that are associated with streets in the Town of Wellington.

	FY 2020	FY 2021	FY 2022	
	Actual	Projected Year-End	Adopted Budget	Percentage Change
Revenues				
Taxes and Impact Fees	2,600,253	2,013,476	2,344,300	16%
Licenses and Permits	107,800	73,250	21,000	-71%
Earnings and Investments	12,738	12,725	750	-94%
Miscellaneous	762	252	1,031,000	408379%
Total	2,721,554	2,099,704	3,397,050	62%

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FUND/DIVISION - 203		2020 ACTUAL	2021 PROJECTED	2022 BUDGETED	PERCENTAGE CHANGE
Taxes and Impact Fees					
203-01-3130	Sales Tax	400,630	450,959	1,067,000	137%
203-01-3312	Motor Vehicle Spec. Ownership	98,247	98,899	100,000	1%
203-01-3313	Motor Vehicle Registration Tax	32,463	35,990	27,000	-25%
203-01-3315	Motor Vehicle Use Tax	701,757	785,608	700,000	-11%
203-01-3335	Highway Users Tax	250,749	247,563	242,000	-2%
203-01-3337	Road & Bridge Tax	41,323	39,749	40,000	1%
203-04-3376	BP Road Impact Fee	1,075,084	354,708	168,300	-53%
		2,600,253	2,013,476	2,344,300	16%
Licenses and Permits		-		-	
203-04-3343	Street Cut Permits	7,600	5,450	1,000	-82%
203-04-3350	Developer Road Fee Escrow	100,200	67,800	20,000	-71%
		107,800	73,250	21,000	-71%
Earnings and Investments					
203-08-3610	Investment Earnings	12,738	12,725	750	-94%
		12,738	12,725	750	-94%
Miscellaneous					
203-08-3690	Miscellaneous Revenue	-	-	-	0%
203-08-3350	Grants	-	-	1,030,000	0%
203-08-3910	Sale of Assets	762	252	1,000	296%
		762	252	1,031,000	408379%
Total Revenues		2,721,554	2,099,704	3,397,050	62%

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Streets

The Street Divisions strives to ensure the safe and efficient movement of pedestrians, bicyclists, and motorists on public streets to the extent possible with signs and pavement markings. The Streets Division is responsibilities include:

Street patching
Street painting
Crack sealing
Pothole repair
Roadway weed control

	FY 2021 Adopted Budget	FY 2022 Adopted Budget	Percentage Change
Expenditures			
Compensation & Benefits	-	-	0.0%
Materials & Supplies	18,000	7,000	-61.1%
Operations & Maintenance	317,592	313,992	-1.1%
Transfer	2,798,644	2,668,098	-4.7%
Total	3,134,236	2,989,090	-4.6%

Authorized Personnel FTE	2020 Budgeted	2021 Budgeted	2022 Proposed
Total	-	-	-

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STREETS
BUDGET SUMMARY

		EXPENDITURES			
		2020 ACTUAL	2021 PROJECTED	2021 BUDGETED	2022 BUDGETED
FUND/DIVISION - 203					
Compensation & Benefits		-	-	-	-
Materials & Supplies					
203-34-5241	Shop Supplies	4,208	4,535	7,000	-
203-34-5422	Small Tools	1,704	1,570	3,000	3,000
203-34-5453	R&M Supplies - Street Sweeper	1,084	1,361	8,000	4,000
		6,995	7,466	18,000	7,000
Operations & Maintenance					
203-34-5231	Fuel, Oil & Grease	5,134	7,166	9,000	-
203-34-5233	R&M- Machinery & Equip. Parts	18,923	27,902	20,000	-
203-34-5240	Street Paint, Signs, & Parts	16,683	16,011	15,000	20,000
203-34-5244	Tires & Tubes	1,156	4,046	5,000	-
203-34-5341	Electricity	162,222	184,041	169,600	180,000
203-34-5342	Water	6,149	2,203	5,492	5,492
203-34-5370	PPE Allowance	1,591	609	9,500	9,500
203-34-5397	Weed Control	800	957	4,000	4,000
203-34-5423	Sand & Gravel & Roadbase	7,159	15,733	10,000	20,000
203-34-5424	Fabricated Material (Asphalt)	7,940	6,000	20,000	20,000
203-34-5425	Street Maint.-Crack Seal,etc.	-	6,000	10,000	15,000
203-34-5533	Equipment Rental	389	1,500	3,000	3,000
203-34-5562	County Clerk Fees	40,939	37,943	32,000	32,000
203-34-5941	Safety & First Aid Kits	6,115	1,500	5,000	5,000
203-34-5943	Developer Escrow Refund	14,910	-	-	-
203-34-5942	Larimer County - I25 Improvement	17,427	16,367	-	-
		307,536	327,977	317,592	313,992
Transfer					
203-56-5000	Transfer to General Fund	480,761	548,182	547,077	631,107
203-56-5001	Transfer to Capital Projects Fund	600,522	294,209	2,251,567	2,036,991
		1,081,283	842,391	2,798,644	2,668,098
TOTAL EXPENDITURES		1,395,814	1,177,835	3,134,236	2,989,090

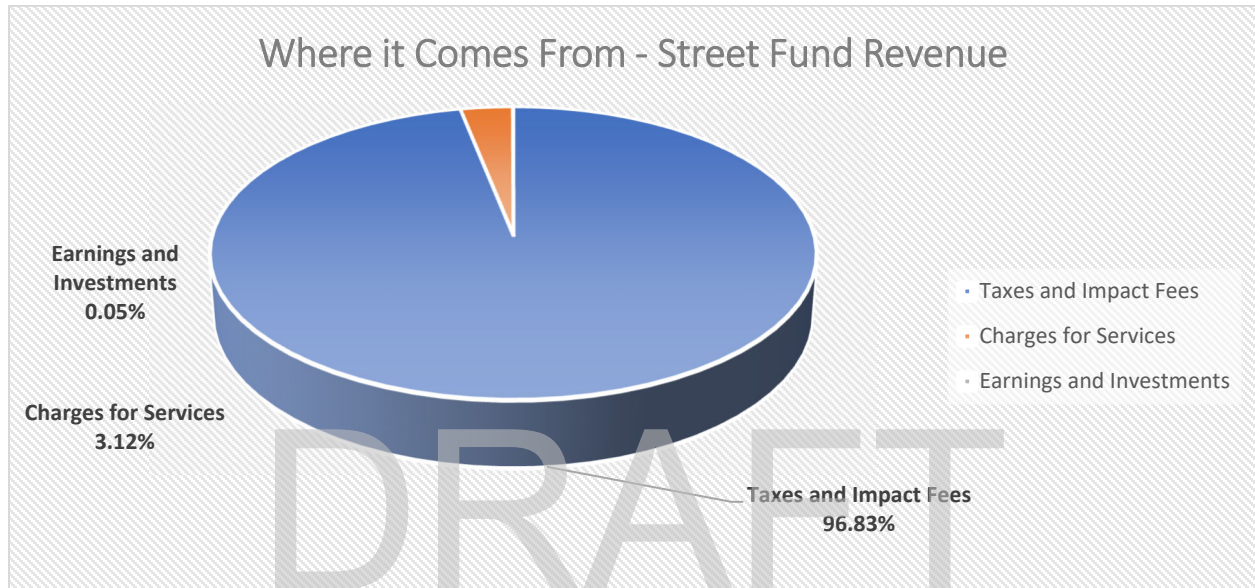
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Parks Fund

Revenue Overview

This section of the budget provides information on the Parks Fund major revenues received from outside sources.

Below is a graph depicting all the revenue sources for the 2022 budget year. The largest inflow for the Parks Fund is the taxes and impact fees. This is a combination of motor vehicle tax, building use tax, and park impact fees.



Taxes and Impact Fees

Park Fund

2022 Proposed Budget
\$993,550

Source

The Town's major sources of revenue include building use tax, motor vehicle use tax, open space tax, and trail/park impact fees.

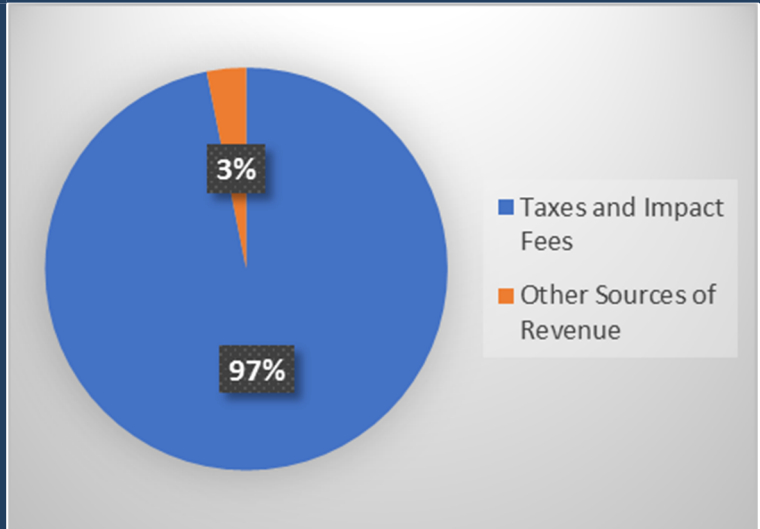
The Town of Wellington sales tax rate is 3% and is imposed on retail/food. The general fund received 2% of the sales tax revenue.

Remaining 1% was split 50/50 among the Streets and Parks budget in previous years. Currently the parks fund is no longer receiving any dedicated sales tax.

Building use tax is assessed on all building supplies used in Wellington.

Impact fees are collected on all new development.

Taxes and Impact Fees to Total Park Fund Revenue



Collection

The building use tax is collected by Larimer County and distributed to the Town monthly.

Impact fees are collected by town staff.

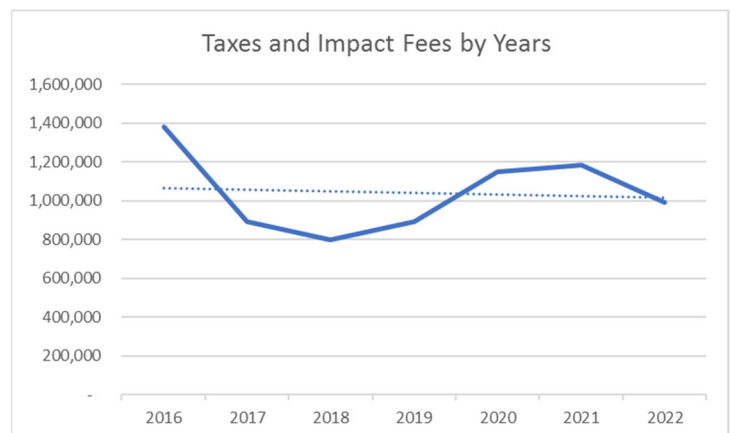
Rationale

Building use tax is based on future growth forecast. Major factor is new development. With the implementation of strategic growth from the Town Board, we expect to see a decline in building use tax.

Park impact fees are based on future growth forecasts. Major factors are new development. With the implementation of strategic growth from the Town Board, we expect to see a decline in road impact fees.

Sales Tax Revenue History and Forecast

Use Tax Building Materials	195,000.00
Motor Vehicle Use Tax	350,000.00
Open Space Sales Tax	305,000.00
Trail Impact Fee	44,550.00
BP Park Impact Fee	99,000.00
Total	993,550.00



Parks Fund

Special Revenue Funds are established for the purpose of accounting for monies received by the Town of Wellington that are restricted in nature and can only be utilized for a specific purpose.

The Parks Fund was established to account for resources used for the acquisition, construction, and maintenance of assets and capital facilities that are associated with the parks in the Town of Wellington.

	FY 2020	FY 2021	FY 2022	
	Actual	Projected Year-End	Adopted Budget	Percentage Change
Revenues				
Taxes and Impact Fees	1,628,941	1,487,677	993,550	-33%
Charges for Services	36,508	39,177	32,000	-18%
Earnings and Investments	15,850	-	500	0%
Miscellaneous	2,881	-	-	0%
Transfer In	-	-	-	0%
Total	1,684,180	1,526,854	1,026,050	-33%

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FUND/DIVISION - 210		2020	2021	2022	PERCENTAGE
Taxes and Impact Fees		ACTUAL	PROJECTED	BUDGETED	CHANGE
210-01-3130	Sales Tax	481,889	450,959	-	-100%
210-01-3140	Use Tax Building Materials	410,432	335,284	195,000	-42%
210-01-3315	Motor Vehicle Use Tax	140,688	160,908	350,000	118%
210-01-3700	Open Space Sales Tax	284,181	272,927	305,000	12%
210-02-3381	Trail Impact Fee	96,750	81,600	44,550	-45%
210-02-3620	BP Park Impact Fee	215,000	186,000	99,000	-47%
		1,628,941	1,487,677	993,550	-33%
Charges for Services		-			
210-05-3174	Field Rentals	2,177	2,177	2,000	-8%
210-05-3175	Recreation Fees	34,331	37,000	30,000	-19%
		36,508	39,177	32,000	-18%
Earnings and Investments					
210-08-3610	Investment Earnings	15,850	-	500	0%
		15,850	-	500	0%
Miscellaneous					
210-08-3910	Sale of Assets	2,881	-	-	0%
		2,881	-	-	0%
Total Revenues		1,684,180	1,526,854	1,026,050	-33%

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Parks & Recreation

Wellington Recreation strives to provide the community with a variety of recreational activities throughout the calendar year for youth and adults. The need for continuous growth and expansion of programs will complement the continued growth and recreational expectations, and we encourage ideas into program offerings.

	FY 2021 Adopted Budget	FY 2022 Adopted Budget	Percentage Change
Expenditures			
Compensation & Benefits	562,562	636,449	13.1%
Materials & Supplies	7,000	8,200	17.1%
Operations & Maintenance	542,463	472,270	-12.9%
Debt Service	269,460	1,007,510	273.9%
Transfer	800,679	629,313	-21.4%
Total	2,182,164	2,753,742	26.2%

	2020 Budgeted	2021 Budgeted	2022 Proposed
Authorized Personnel FTE			
Parks Technician II	-	1.00	1.00
Parks Technician III	1.00	1.00	1.00
Park Technician II	1.00	1.00	1.00
Assistant Recreation Coordinator	1.00	1.00	1.00
Recreation Coordinator			1.00
Parks and Recreation Manager	1.00	1.00	1.00
Assistant Recreation Coordinator	-	1.00	1.00
Receptionist	0.50	-	-
Total	4.50	6.00	7.00

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PARKS
BUDGET SUMMARY

		EXPENDITURES			
		2020	2021	2021	2022
		ACTUAL	PROJECTED	BUDGETED	BUDGETED
FUND/DIVISION - 204					
Compensation & Benefits					
210-34-5100	Wages & Salaries	101,985	112,577	189,969	143,427
210-34-5101	Seasonals	-	10,783	56,544	28,272
210-34-5102	Benefits	25,519	32,080	47,216	51,798
		127,504	155,440	293,729	223,497
Materials & Supplies					
210-34-5214	Office Supplies	-	-	-	1,500
210-34-5241	Shop Supplies	1,582	1,500	2,500	2,200
210-34-5422	Small Tools	1,259	-	4,500	4,500
		2,841.36	1,500.00	7,000.00	8,200.00
Operations & Maintenance					
210-34-5221	Pond Chemicals	3,382	-	7,000	5,000
210-34-5231	Fuel, Oil & Grease	2,922	4,151	3,000	-
210-34-5233	R&M- Machinery & Equip. Parts	9,403	3,501	8,000	-
210-34-5234	Irrig. Water Assessments	4,980	7,478	4,310	3,000
210-34-5237	Irrig. Sys. Supplies/Repairs	6,643	1,500	15,000	10,000
210-34-5239	Wells & Well Houses	3,979	-	10,000	10,000
210-34-5244	Tires & Tubes	809	43	2,500	2,500
210-34-5252	Tree Replacement & Trimming	14,475	8,000	35,000	35,000
210-34-5253	Tree Spraying	17,503	14,135	30,000	30,000
210-34-5254	Parks Playground & General R&M	8,892	10,664	25,000	29,000
210-34-5256	Splash Pad Chemicals	1,791	-	7,000	-
210-34-5341	Irrigation Electricity	9,022	7,715	12,000	12,000
210-34-5342	Water	17,782	9,400	22,500	22,500
210-34-5343	Sewer	743	743	750	800
210-34-5344	Natural Gas	356	869	750	750
210-34-5346	Storm Drainage	3,049	3,049	3,000	3,100
210-34-5356	Professional Services	-	591	4,000	3,000
210-34-5365	Toilet Rental	10,115	8,633	11,500	11,000
210-34-5366	Services - Parks & Lawn Care	68,774	40,000	80,000	75,000
210-34-5370	PPE Allowance	521	1,000	3,500	3,500
210-34-5372	Uniforms	39	47	-	-
210-34-5380	Travel & Training	-	1,993	4,000	4,000
210-34-5397	Weed Control	421	-	200	200
210-34-5423	Sand, Gravel, Mulch	-	-	12,000	12,000
210-34-5533	Equipment Rental	-	-	1,250	1,000
210-34-5562	County Clerk Fees	8,214	-	5,600	7,000
210-34-5941	Safety & First Aid Kits	5,879	-	3,000	3,000
210-34-5942	Minor Park Improvements	-	-	30,000	12,000
210-34-5943	Development Reimbursements	109,525	-	-	-
		309,219	123,511	340,860	295,350
Transfer					
210-56-5000	Transfer To General Fund	294,417	367,438	534,679	409,988
210-56-5001	Transfer to Capital Projects Fund	65,590	3,035	266,000	219,325
		360,007	370,473	800,679	629,313
Debt Service					
210-90-5630	WCP - Principal	236,745	242,304	242,304	1,007,510
210-90-5632	WCP - Interest	32,715	27,156	27,156	-
		269,460	269,460	269,460	1,007,510
TOTAL EXPENDITURES		1,069,031	920,384	1,711,728	2,163,869

RECREATION
BUDGET SUMMARY

		EXPENDITURES			
		2020	2021	2021	2022
		ACTUAL	PROJECTED	BUDGETED	BUDGETED
FUND/DIVISION - 204					
Compensation & Benefits					
210-51-5100	Wages & Salaries	132,843	190,853	165,642	249,913
210-51-5101	Seasonals	17,504	24,089	61,038	82,716
210-51-5102	Benefits	48,421	56,658	42,153	80,323
		198,768	271,601	268,833	412,952
Materials & Supplies		-	-	-	-
Operations & Maintenance					
210-51-5125	Cheerleading Classes	-	365	2,400	-
210-51-5130	Start Smart Baseball	-	-	800	800
210-51-5131	Start Smart Basketball	-	-	640	640
210-51-5132	Start Smart Flag Football	-	24	960	960
210-51-5133	Start Smart Soccer	1,311	-	1,480	1,480
210-51-5135	Youth Sports Apparel	2,598	2,850	5,775	5,000
210-51-5140	Youth Soccer	794	1,357	4,870	4,470
210-51-5141	Summer Soccer	-	-	-	-
210-51-5142	Youth Football	907	1,051	1,380	1,000
210-51-5144	Youth Baseball	13,731	2,450	17,690	12,850
210-51-5145	Youth Softball	-	5,040	7,535	2,900
210-51-5146	Youth Basketball	-	-	1,025	1,025
210-51-5148	Youth Volleyball	2,224	-	2,660	1,677
210-51-5149	Youth Tennis	1,515	-	1,640	480
210-51-5150	Positive Coaching Alliance	3,137	3,750	4,000	-
210-51-5158	Adult Kickball	-	-	500	475
210-51-5161	Adult Tennis	-	-	1,480	480
210-51-5162	Adult Softball	5,712	6	9,810	5,775
210-51-5164	Adult Volleyball	290	-	1,760	1,300
210-51-5165	NCSO Referees Admin Fee	2,650	6,563	8,400	8,000
210-51-5166	Instructor/Official Fees	16,536	25,000	44,670	30,000
210-51-5168	Computer Equip./Software	790	1,500	4,000	13,230
210-51-5181	Rec. Prog. Supplies/Exp.	10,128	5,000	10,000	10,000
210-51-5183	Batting Cages - Maint. & Oper.	101	10,000	10,680	10,500
210-51-5185	Ball Field/Cage Electricity	14,503	1,800	15,000	14,000
210-51-5186	Infield Mix	7,053	-	13,600	13,000
210-51-5190	Yoga Classes	-	-	250	-
210-51-5191	Enrichment Classes	2,041	-	2,000	-
210-51-5192	Strength Training Classes	-	-	250	-
210-51-5223	Operating Supplies	4,019	5,606	3,640	3,000
210-51-5356	Professional Services	19	15,000	2,700	-
210-51-5372	Staff Uniforms	2,262	1,200	1,130	2,000
210-51-5380	Travel and Training	2,751	1,200	4,500	4,500
210-51-5392	Gym Rental	4,395	-	14,378	14,378
210-51-5401	Marketing Services	-	365	-	13,000
		99,466	90,127	201,603	176,920
TOTAL EXPENDITURES		298,234	361,727	470,436	589,872

Conservation Trust Fund

The Conservation Trust Fund is a nonmajor fund in the governmental funds. This is a special revenue fund and has been established to account for revenues from the Colorado Conservation Trust Fund which are required to be used to fund park and recreation services.

	FY 2020	FY 2021	FY 2022	
Revenues	Actua	Projected Year-End	Adopted Budget	Percentage Change
Charges for Services	-	-	-	0%
Capital Contributions	102,177	102,177	105,000	3%
Earnings on Investments	4,441	4,441	200	-95%
Total	106,617	106,617	105,200	-1%

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FUND/DIVISION - 209		2020	2021	2022	PERCENTAGE
Charges for Services		ACTUAL	PROJECTED	BUDGETED	CHANGE
		-	-	-	0%
Capital Contributions					
209-08-3701	Lottery Receipts	102,177	102,177	105,000	3%
		102,177	102,177	105,000	3%
Earnings on Investments					
209-08-3610	Investment Earnings	4,441	4,441	200	-95%
		4,441	4,441	200	-95%
Total Revenues		106,617	106,617	105,200	-1%

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Library Trust Fund

The Town has one private-purpose trust fund, the Library Trust Fund, which accounts for library impact fees and grants and disburses funds for the benefit of the Town's library.

	FY 2020	FY 2021	FY 2022	
	Actual	Projected Year-End	Adopted Budget	Percentage Change
Revenues				
Charges for Services	-	-	-	0%
Capital Contributions	67,750	67,750	24,750	-63%
Earnings on Investments	-	-	-	0%
Total	67,750	67,750	24,750	-63%

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FUND/DIVISION - 207		2020 ACTUAL	2021 PROJECTED	2022 BUDGETED	PERCENTAGE CHANGE
Charges for Services		-	-	-	0%
		-	-	-	0%
Capital Contributions					
255-02-3372	Library Impact Fees	67,750	67,750	24,750	-63%
		67,750	67,750	24,750	-63%
Earnings on Investments					
		-	-	-	0%
		-	-	-	0%
Total Revenues		67,750	67,750	24,750	-63%

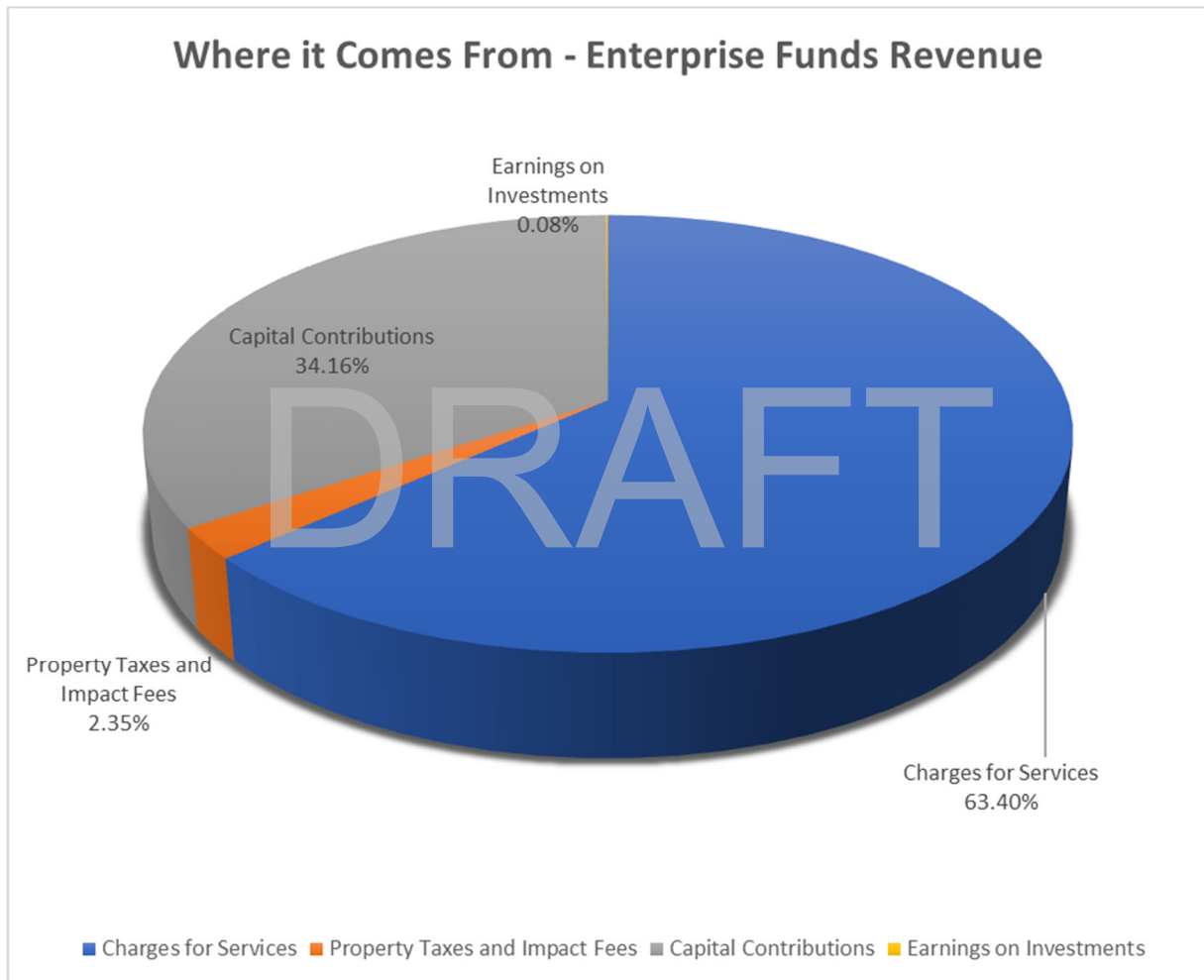
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Enterprise Funds

Revenue Overview

This section of the budget provides information on the Town's major revenues received from outside sources.

Below is a graph depicting all the revenue sources for the 2022 budget year. The largest inflow for the Enterprise Funds is charges for services. This is a combination of water sales, sewer fees, and storm drainage fees. The second largest revenue is capital contributions. These come from impact fees paid by new development.

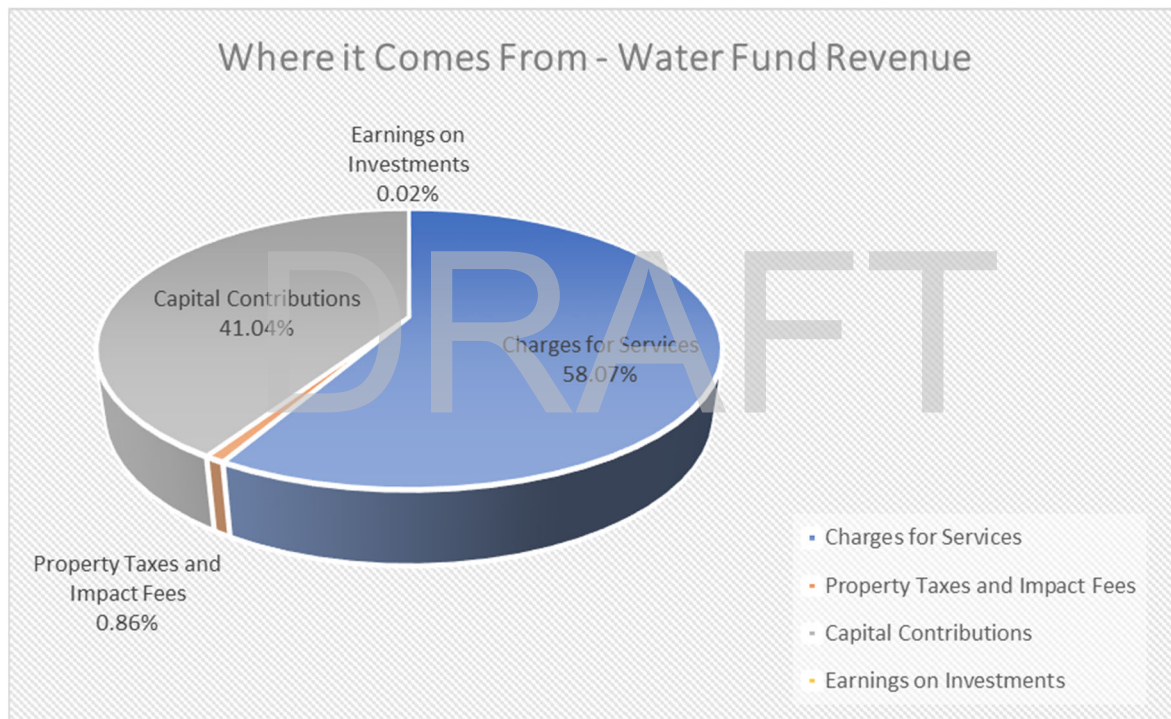


Water Fund

Revenue Overview

This section of the budget provides information on the Water Funds major revenues received from outside sources.

Below is a graph depicting all the revenue sources for the 2022 budget year. The largest piece of the pie for the Water Fund is charges for service. This is generated from water sales to users. The second largest revenue is capital contributions. These fees are paid by new development into the Town of Wellington.



Charges for Services

Water Fund

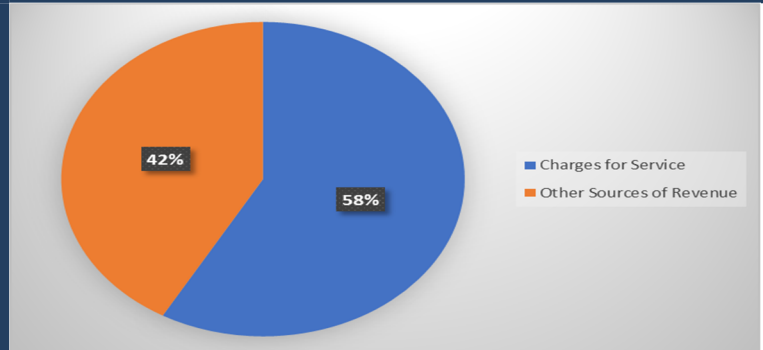
2022 Proposed Budget
\$5,752,566

Source

The Water Funds major sources of revenue is water sales.

The Town Board approved two increases to the water fees in the 2020. The base rate increased from \$18.86 to \$66.00. The tier rates were increased by 25%. Currently the Town Board is discussing an additional increase to the tiers of 27% to 48%.

Charges for Services to Total Water Fund Revenue



Collection

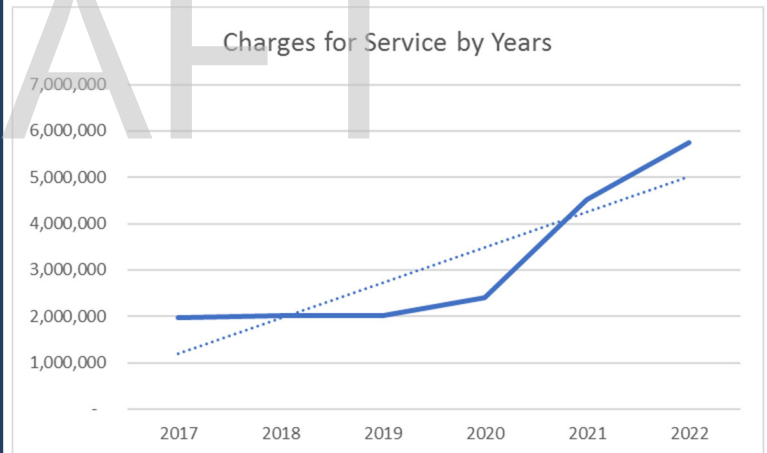
The finance department collects these monthly.

Rationale

The Town conducted a utility rate study in 2020 to set new rates for the Water Fund. New rates went into effect October 1, 2020. The module produced by the study has allowed town staff to project ten years' worth of rates. This will ensure the Water Fund is being properly funded to cover increased water costs, large capital improvements, and ongoing debt service.

Charges for Services Revenue History and Forecast

Water Sales	5,737,566
Shut-Off/Recon./Late	1,000
Hydrant Water Sales	2,000
Bulk Water Sales	12,000
Total	5,752,566



Capital Contributions

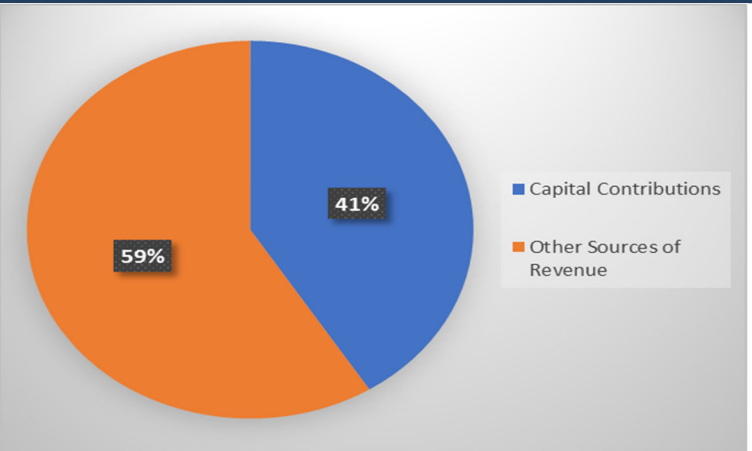
Water Fund

2022 Proposed Budget
\$4,065,831

Source

The Water Funds major sources of revenue includes BP raw water and tap fees. These sources come from new development. Raw water fee is to acquire new water sources/rights. Tap fees are for infrastructure upgrades and large capital projects for the water fund.

Capital Contributions to Total Water Fund Revenue



Collection

These fees are collected by town staff.

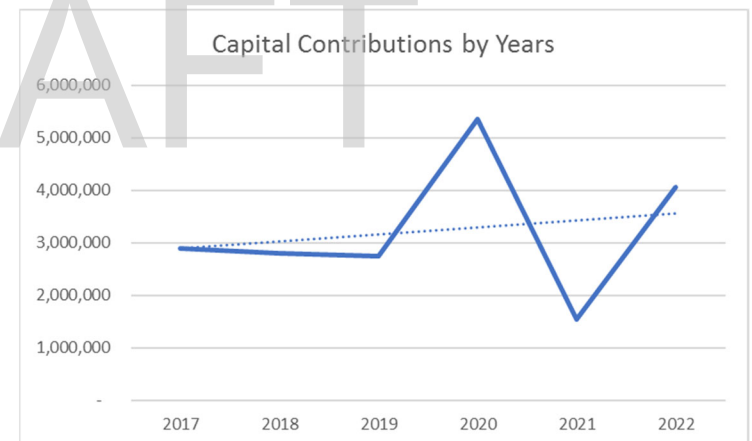
Rationale

The Board has approved an increase to both tap and raw water fees. These fees will be used to purchase water rights, help pay for the water plant expansion, and large capital projects.

With the implementation of the strategic/smart growth strategy we expect a decrease in permits being issued for 2022. The current strategy is 100 new homes for the next three years until the new water plant is onboard.

Capital Contributions Revenue History and Forecast

BP Raw Water Fee	3,283,731
Tap Fees	782,100
Total	4,065,831



Water Fund

The Water Fund is one of the three funds in the Town's Enterprise Funds. The Enterprise is operated in a manner similar to private business, where costs are predominantly supported by user charges. The Water Fund was created to account for the charges for water provided to customers and the associated costs.

	FY 2020	FY 2021	FY 2022	
	Actual	Projected Year-End	Adopted Budget	Percentage Change
Revenues				
Charges for Services	2,410,130	2,594,488	5,752,566	122%
Property Taxes and Impact Fees	85,593	111,939	85,593	-24%
Capital Contributions	5,356,216	4,283,500	4,065,831	-5%
Earnings on Investments	103,664	100,346	2,000	-98%
Total	7,955,603	7,090,273	9,905,990	40%

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Water

The Water Division is dedicated to providing its customers with a safe, high quality and reliable water supply that meets or exceeds all federal and state drinking water requirements. The goal is to produce and distribute our product in the most efficient way, while maintaining and upgrading the system to meet future requirements. We are also committed to providing professional and courteous services to satisfy the diversified needs of our customers

	FY 2021 Adopted Budget	FY 2022 Adopted Budget	Percentage Change
Expenditures			
Compensation & Benefits	403,288	520,961	29.2%
Materials & Supplies	220,000	229,200	4.2%
Operations & Maintenance	2,889,154	2,889,054	0.0%
Debt Service	1,621,453	1,588,427	-2.0%
Transfer	12,857,712	14,592,230	13.5%
Total	17,991,607	19,819,872	10.2%

	2020 Budgeted	2021 Budgeted	2022 Proposed
Authorized Personnel FTE			
Water Plant Superintendent	1.00	1.00	1.00
Lead Water Plant Operator	-	-	1.00
Water Plant Operator I	1.00	1.00	1.00
Water Plant Operator I	1.00	1.00	1.00
Water Plant Operator I	1.00	1.00	1.00
Water Plant Operator I	1.00	1.00	1.00
Total	5.00	5.00	6.00

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WATER
BUDGET SUMMARY

		EXPENDITURES			
		2020	2021	2021	2022
		ACTUAL	PROJECTED	BUDGETED	BUDGETED
FUND/DIVISION - 204					
Compensation & Benefits					
204-34-5100	Wages & Salaries	223,179	295,005	302,760	368,491
204-34-5102	Benefits	84,009	113,750	100,528	152,470
		307,188	408,755	403,288	520,961
Materials & Supplies					
204-34-5214	Office Supplies	-	598	-	700
204-34-5221	Chemicals	192,907	180,000	175,000	180,000
204-34-5241	Shop Supplies	5,842	6,000	3,500	3,500
204-34-5370	PPE Allowance	2,666	715	9,000	7,500
204-34-5422	Small Tools	2,605	2,640	7,500	12,500
204-34-5969	Lab Equipment	28,113	2,866	25,000	25,000
		232,133	192,819	220,000	229,200
Operations & Maintenance					
204-34-5227	Plant Utilities	13,386	19,208	35,000	24,000
204-34-5229	Drinking Water Program Fee	885	1,850	1,000	-
204-34-5231	Fuel, Oil & Grease	8,767	12,452	12,000	15,000
204-34-5233	R&M- Machinery & Equip. Parts	14,667	6,000	18,000	14,000
204-34-5244	Tires & Tubes	793	-	2,000	4,000
204-34-5334	Water Testing	62,669	34,804	80,000	80,000
204-34-5339	On-Line Utility Bill Pay-Fees	25,998	22,830	31,000	22,000
204-34-5341	Electricity	81,546	80,359	100,000	80,000
204-34-5345	Telephone Service	696	653	800	700
204-34-5351	Permit Fees	580	-	1,500	11,500
204-34-5352	Legal Services	-	-	-	50,000
204-34-5356	Professional Services	44,506	75,000	75,000	60,000
204-34-5372	Uniforms	-	54	-	-
204-34-5380	Travel & Training	3,828	5,000	11,000	14,000
204-34-5384	Internet Service	1,002	1,336	1,000	1,000
204-34-5423	Sand & Gravel & Road Base	-	-	3,000	-
204-34-5433	R&M Supp. / Serv. Plant	75,703	95,000	95,000	120,000
204-34-5434	R&M Supp. / Serv. Lines	26,886	30,000	30,000	40,000
204-34-5435	R&M Supp. / Serv. Hydrants	7,022	7,000	15,000	20,000
204-34-5436	R&M Supp. / Serv. Res. & Ditch	1,280	-	-	-
204-34-5439	R&M Supp. / Serv. Meters	506	28,028	-	-
204-34-5440	Sludge Removal	103,138	-	170,000	125,000
204-34-5455	Lab Supplies	8,829	10,453	10,000	15,000
204-34-5495	Miscellaneous	21,146	3,326	10,000	-
204-34-5533	Equipment Rental	-	-	5,000	5,000
204-34-5560	County Treas. Fees	1,582	3,544	2,000	3,000
204-34-5593	Raw Water Purchases	1,472,023	1,600,000	2,058,854	2,058,854
204-34-5825	Hydrant Meter	-	2,262	1,000	10,000
204-34-5903	Water Meters - New Homes	37,884	39,003	40,000	30,000
204-34-5941	Safety & First Aid Kits	26,731	4,500	20,000	20,000
204-34-5958	WTP Security/Monitor	7,811	52	35,000	35,000
204-34-5961	Sludge Pump	9,626	-	6,000	3,000
204-34-5963	Meter Replacement	450	19,648	20,000	28,000
		2,059,941	2,102,362	2,889,154	2,889,054
Transfer					
204-56-5000	Transfer to General Fund	714,101	935,901	1,222,301	974,426
204-56-5001	Transfer to Capital Projects Fund	-	693,151	11,635,411	13,617,804
		714,101	1,629,053	12,857,712	14,592,230
Debt Service					
204-90-5612	Berkadia - Bond Principal	-	25,000	25,000	27,000
204-90-5613	CWCB Loan-Principal	-	51,201	51,201	53,248
204-90-5622	Berkadia - Bond Interest	5,337	4,000	4,000	2,750
204-90-5623	CWCB Loan-Interest	8,644	6,392	6,392	4,345
204-90-5626	2001 - CWR&PDA Loan Principal	-	69,974	69,974	36,040
204-90-5627	2001 - CWR&PDA Loan Interest	2,348	3,548	3,548	721
204-90-5630	CWRPDA 2019 Series A Principal	-	1,025,372	1,025,372	1,049,857
204-90-5631	CWRPDA 2019 Series A Interest	448,589	435,966	435,966	414,466
		464,917	1,621,453	1,621,453	1,588,427
TOTAL EXPENDITURES		3,778,279	5,954,442	17,991,607	19,819,872

FUND/DIVISION - 204		2020 ACTUAL	2021 PROJECTED	2022 BUDGETED	PERCENTAGE CHANGE
Charges for Services					
204-03-3441	Water Sales	2,382,022	2,561,536	5,737,566	124%
204-03-3442	Shut-Off/Recon./Late/NSF/Trans	7,728	6,318	1,000	-84%
204-03-3443	Hydrant Water Sales	9,467	15,302	2,000	-87%
204-03-3447	Bulk Water Sales	10,913	11,331	12,000	6%
		2,410,130	2,594,488	5,752,566	122%
Property Taxes and Impact Fees					
204-01-3110	Property Taxes	85,593	111,939	85,593	-24%
		85,593	111,939	85,593	-24%
Capital Contributions					
204-02-3444	BP Raw Water Fee	3,735,935	3,003,662	3,283,731	9%
204-02-3446	Tap Fees	1,620,281	1,279,838	782,100	-39%
		5,356,216	4,283,500	4,065,831	-5%
Earnings on Investments					
204-04-3610	Investment Earnings	103,664	100,346	2,000	-98%
		103,664	100,346	2,000	-98%
Total Revenues		7,955,603	7,090,273	9,905,990	40%

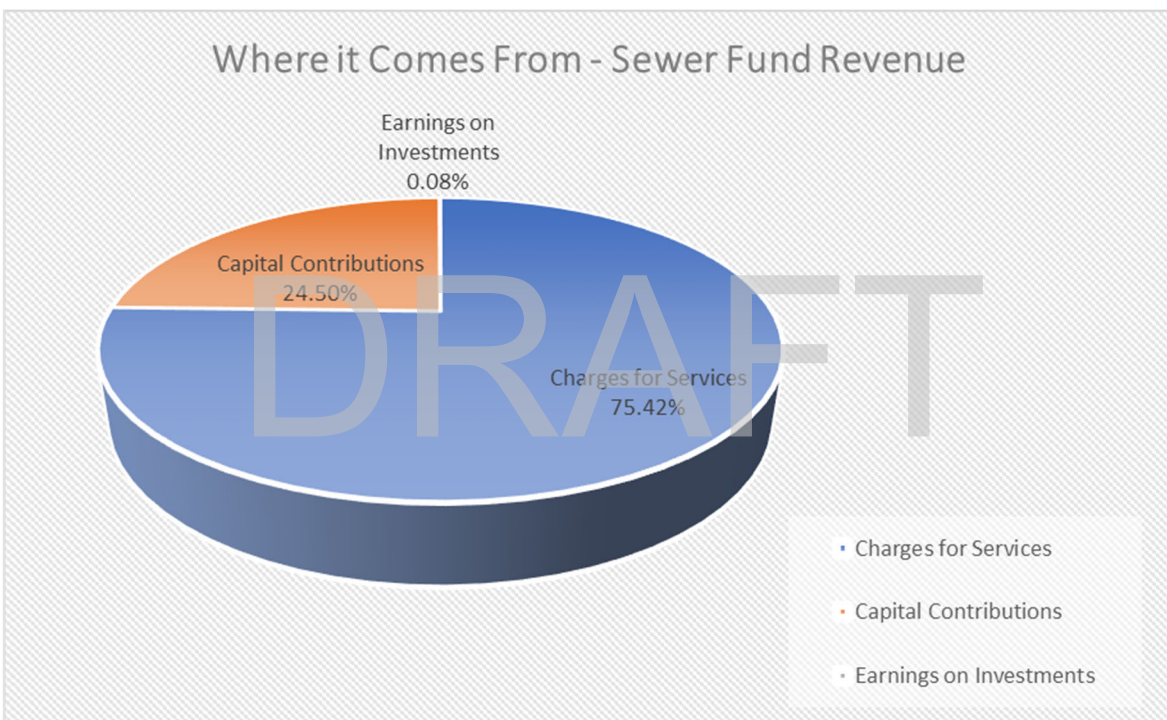
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Sewer Fund

Revenue Overview

This section of the budget provides information on the Sewer Funds major revenues received from outside sources.

Below is a graph depicting all the revenue sources for the 2022 budget year. The largest piece of the pie for the Sewer Fund is charges for service. This is generated from water reclamation services provided to users. The second largest revenue is capital contributions. These come from impact fees paid by new development.



Charges for Services

Sewer Fund

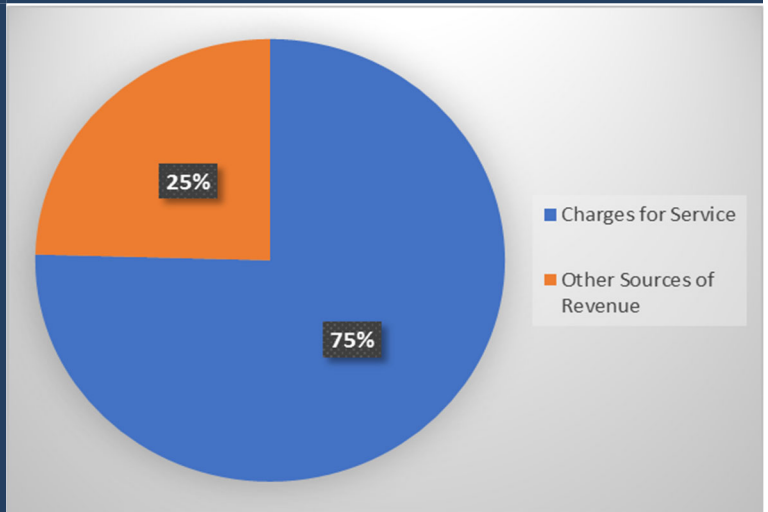
2022 Proposed Budget
\$2,970,864

Source

The Sewer Funds major sources of revenue is sewer user fees.

This is generated from water reclamation services provided to users.

Charges for Services to Total Sewer Fund Revenue



Collection

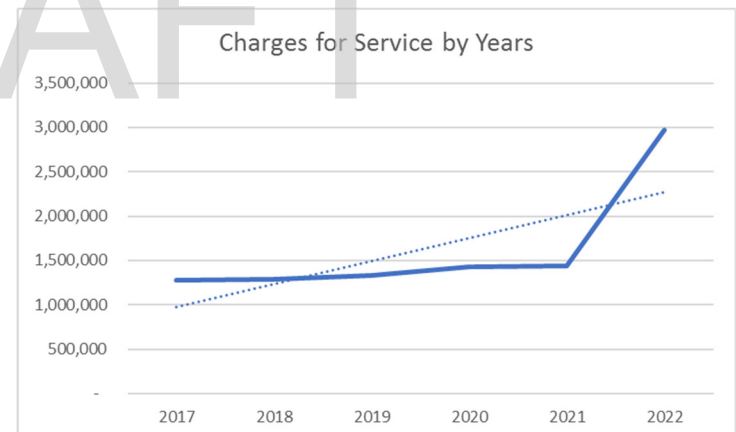
The finance department collects these monthly.

Rationale

The cost for the water that you send down the drain to the Wastewater Treatment Plant is calculated annually, usually based on the average amount of water consumed as reflected on your January, February, and March utility bill. For new or transferring customers you are assigned the town average of \$27.13. Current rates are \$20.63 for service line (up to 3,000 gallons) and \$6.50 per 1,000 gallon above the 3,000 gallons.

Charges for Services Revenue History and Forecast

Sewer User Fees	2,970,864
Total	2,970,864



Capital Contributions

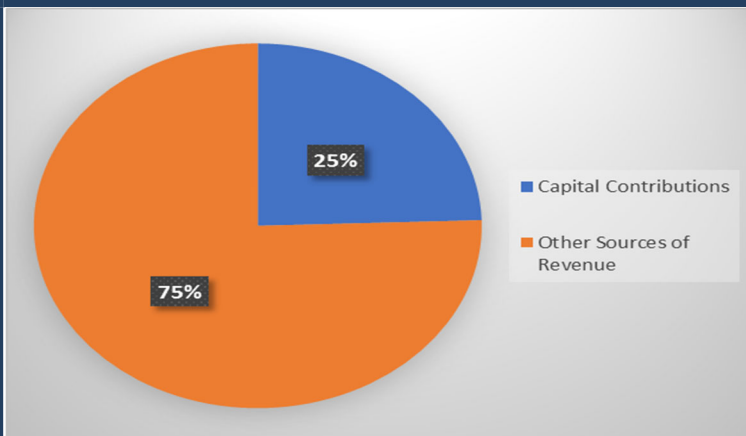
Sewer Fund

2022 Proposed Budget
\$965,250

Source

The Sewer Funds major sources of revenue is tap fees. These sources come from new development. Tap fees are for infrastructure upgrades and large capital projects for the sewer fund.

Capital Contributions to Total Sewer Fund Revenue



Collection

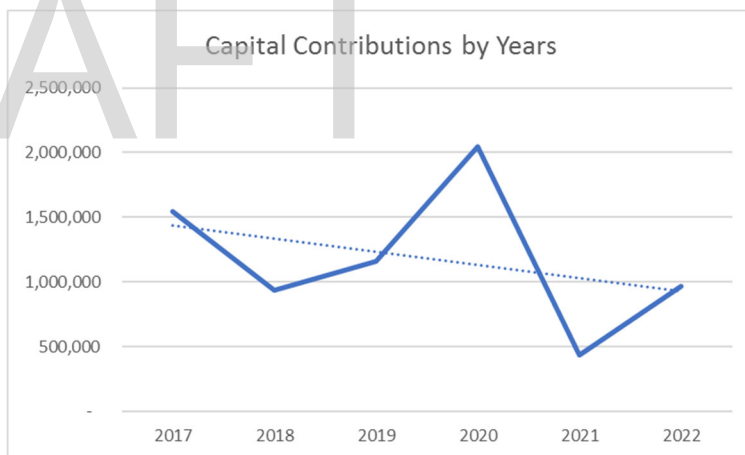
These fees are collected by town staff.

Rationale

With the implementation of the strategic/smart growth strategy we expect a decrease in permits being issued for 2021. The current strategy is 100 new homes for the next three years until the new water plant is onboard.

Capital Contributions Revenue History and Forecast

Tap Fees	965,250
Total	965,250



Sewer Fund

The Sewer Fund is one of the three funds in the Town's Enterprise Funds. The Enterprise is operated in a manner similar to private business, where costs are predominantly supported by user charges. The Sewer Fund was created to account for the charges for sewer services provided to customers and the associated costs.

	FY 2020	FY 2021	FY 2022	
	Actual	Projected Year-End	Adopted Budget	Percentage Change
Revenues				
Charges for Services	1,431,521	1,461,309	2,970,864	103%
Capital Contributions	2,042,490	1,650,000	965,250	-42%
Earnings on Investments	90,872	88,916	3,000	-97%
Total	3,564,883	3,200,225	3,939,114	23%

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FUND/DIVISION - 205		2020 ACTUAL	2021 PROJECTED	2022 BUDGETED	PERCENTAGE CHANGE
Charges for Services					
205-03-3445	Sewer User Fees	1,431,521	1,461,309	2,970,864	103%
		1,431,521	1,461,309	2,970,864	103%
Capital Contributions					
205-02-3446	Tap Fees	2,042,490	1,650,000	965,250	-42%
		2,042,490	1,650,000	965,250	-42%
Earnings on Investments					
205-04-3610	Investment Earnings	90,872	88,916	3,000	-97%
		90,872	88,916	3,000	-97%
Total Revenues		3,564,883	3,200,225	3,939,114	23%

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Sewer

Sewage collection and treatment is the responsibility of the Public Works Department. This division maintains and operates the Town's wastewater system

	FY 2021 Adopted Budget	FY 2022 Adopted Budget	Percentage Change
Expenditures			
Compensation & Benefits	368,635	477,334	29.5%
Materials & Supplies	62,500	87,500	40.0%
Operations & Maintenance	401,400	410,300	2.2%
Debt Service	507,753	517,386	1.9%
Transfer	5,589,728	15,021,864	168.7%
Total	6,930,016	16,514,384	138.3%

	2020 Budgeted	2021 Budgeted	2022 Proposed
Authorized Personnel FTE			
Waste Water Superintendent	1.00	1.00	1.00
Lead Wastewater Operator	1.00	1.00	1.00
Waste Water Operator II	1.00	1.00	1.00
Waste Water Operator I-III	-	-	1.00
Waste Water Operator I	1.00	1.00	1.00
Total	4.00	4.00	5.00

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SEWER
BUDGET SUMMARY

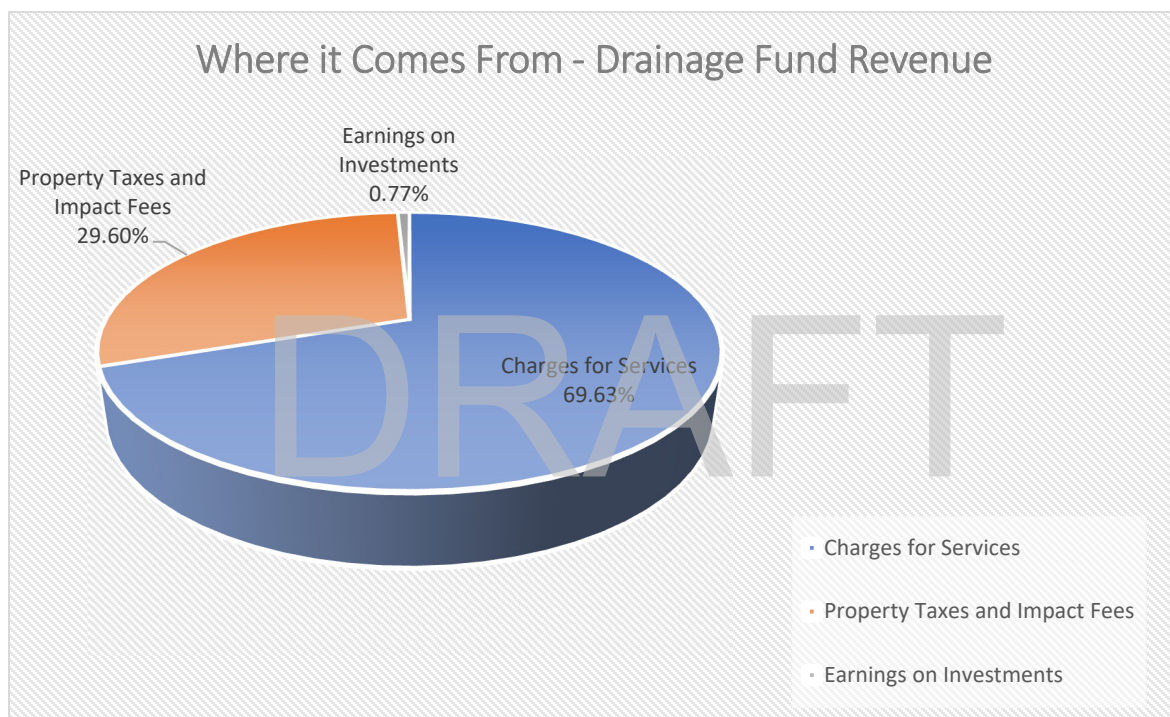
		EXPENDITURES			
		2020	2021	2021	2022
		ACTUAL	PROJECTED	BUDGETED	BUDGETED
FUND/DIVISION - 205					
Compensation & Benefits					
205-34-5100	Wages & Salaries	257,740	247,547	273,752	331,517
205-34-5102	Benefits	96,896	88,862	94,883	145,816
		354,636	336,409	368,635	477,334
Materials & Supplies					
205-34-5221	Chemicals	50,542	54,459	35,000	50,000
205-34-5233	R&M- Machinery & Equip. Parts	22,985	6,782	20,000	30,000
205-34-5241	Shop Supplies	745	1,500	2,500	2,500
205-34-5422	Small Tools	4,765	2,000	5,000	5,000
		79,037	64,741	62,500	87,500
Operations & Maintenance					
205-34-5228	State Discharge Permit	3,627	5,000	5,000	5,000
205-34-5231	Fuel, Oil & Grease	8,312	9,289	9,500	9,500
205-34-5339	On-Line Utility Bill Pay Fees	17,975	16,347	23,000	16,000
205-34-5341	Electricity	84,449	118,383	90,000	115,000
205-34-5342	Water	5,190	746	15,000	1,200
205-34-5344	Natural Gas	5,463	8,264	10,000	10,000
205-34-5345	Telephone Services	-	-	200	-
205-34-5356	Professional Services	66,209	6,000	60,000	80,000
205-34-5370	PPE Allowance	803	2,397	6,500	6,500
205-34-5372	Uniforms	1,830	-	-	-
205-34-5380	Travel & Training	4,973	2,000	9,000	12,000
205-34-5384	Internet Service	1,454	1,200	1,200	1,600
205-34-5423	Sand & Gravel & Road Base	-	-	5,500	4,000
205-34-5433	R&M Supp. / Serv. Plant	50,456	54,506	52,000	54,000
205-34-5434	R&M Supp. / Serv. Lines	43,684	8,951	48,000	24,000
205-34-5440	Sludge Disposal	17,128	2,200	22,000	28,000
205-34-5455	Lab Supplies	4,909	5,137	5,000	6,500
205-34-5533	Equipment Rental	569	-	2,500	2,500
205-34-5554	Sewer Testing	15,337	20,292	15,000	18,000
205-34-5941	Safety & First Aid Kits	3,851	1,000	4,000	8,500
205-34-5969	Lab Equipment	8,871	2,500	12,000	8,000
205-34-5972	Confined Space Entry	2,751	151	6,000	-
		347,840	264,364	401,400	410,300
Debt Service					
205-90-5614	2002-CWR&PDA - Loan Principal	-	314,169	314,169	335,835
205-90-5615	2002-CWR&PDA - Loan Interest	35,272	18,169	18,169	8,666
205-90-5616	2014 WWTP Bonds - Principal	-	110,000	110,000	110,000
205-90-5617	2014 WWTP Bonds - Interest	53,043	65,415	65,415	62,885
		88,315	507,753	507,753	517,386
Transfer					
205-56-5000	Transfer to General Fund	487,931	621,843	765,145	842,378
205-56-5001	Transfer to Capital Projects Fund	-	1,988,288	4,824,583	14,179,486
		487,931	2,610,131	5,589,728	15,021,864
TOTAL EXPENDITURES		1,357,759	3,783,398	6,930,016	16,514,384

Drainage Fund

Revenue Overview

This section of the budget provides information on the Drainage Funds major revenues received from outside sources.

Below is a graph depicting all the revenue sources for the 2022 budget year. The largest piece of the pie for the Drainage Fund is charges for service. This is generated from drainage services provided to users. The second largest revenue is capital contributions.



Charges for Services

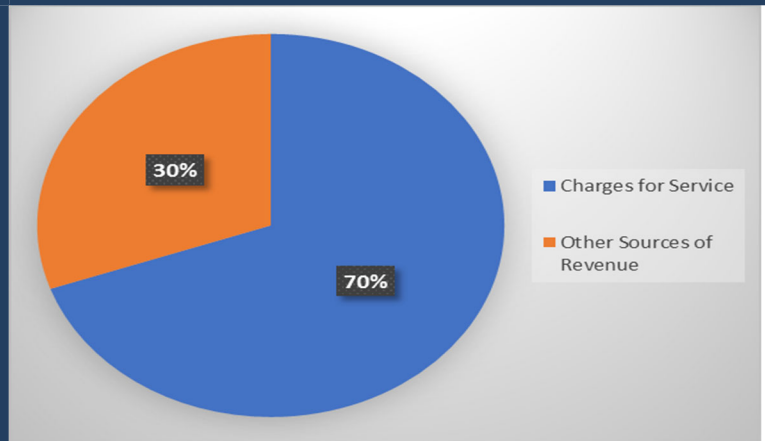
Drainage Fund

2022 Proposed Budget
\$614,347

Source

The Drainage Funds major sources of revenue is from drainage user fees.

Charges for Services to Total Drainage Fund Revenue



Collection

The finance department collects these monthly.

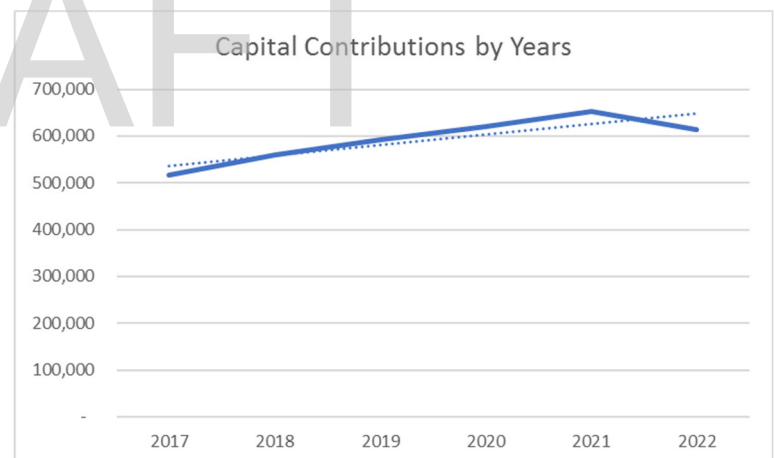
Rationale

The town currently has a monthly charge of \$5.00 for residential customers and \$9.25 for commercial customers.

There is an additional charge that the town collects for the Stormwater Authority. For residential, it is \$6.33 and for commercial it varies based on impervious surface.

Charges for Services Revenue History and Forecast

TOW Storm Drain Utility fees	247,582
AUTH Storm Drain Utility Fees	366,765
Total	614,347



Capital Contributions

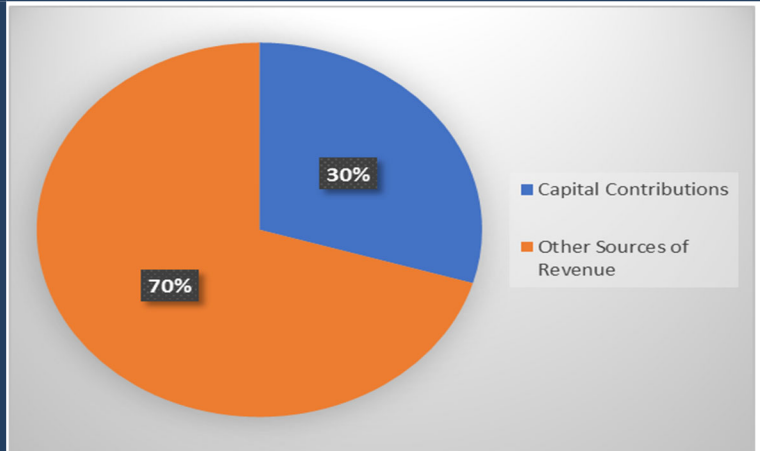
Drainage Fund

2022 Proposed Budget
\$261,200

Source

The Drainage Funds major sources of revenue is impact fees. These sources come from new development. Impact fees are for infrastructure upgrades and large capital projects for the drainage fund.

Capital Contributions to Total Drainage Fund Revenue



Collection

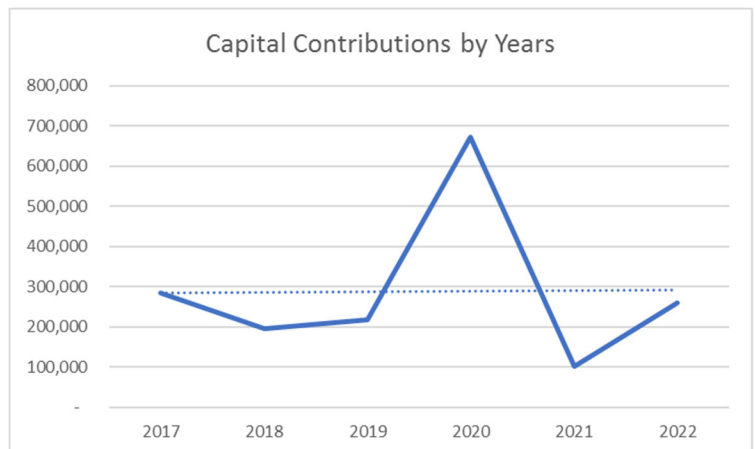
These fees are collected by the Planning Department.

Capital Contributions Revenue History and Forecast

Motor Vehicle Spec. Ownership	9,600
Motor Vehicle Registration Tax	3,200
Road & Bridge Tax	4,400
TOW Strm Drn BP Impact	114,000
AUTH Storm Drn BP Impact	130,000
Total	261,200

Rationale

With the implementation of the strategic/smart growth strategy we expect a decrease in permits being issued for 2021. The current strategy is 100 new homes for the next three years until the new water plant is onboard.



Drainage Fund

The Drainage Fund is one of the three funds in the Town's Enterprise Funds. The Enterprise is operated in a manner similar to private business, where costs are predominantly supported by user charges. The Drainage Fund was created to account for the charges for drainage services provided to customers and the associated costs.

	FY 2020	FY 2021	FY 2022	
	Actual	Projected Year-End	Adopted Budget	Percentage Change
Revenues				
Charges for Services	620,178	652,318	650,000	0%
Capital Contributions	672,640	102,144	213,960	109%
Earnings on Investments	6,965	420	300	-29%
Total	1,299,783	754,882	864,260	14%

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FUND/DIVISION - 207		2020 ACTUAL	2021 PROJECTED	2022 BUDGETED	PERCENTAGE CHANGE
Charges for Services					
207-03-3449	TOW Storm Drain Utility fees	249,267	259,807	260,000	0%
207-03-3452	AUTH Storm Drain Utility Fees	370,911	392,511	390,000	-1%
		620,178	652,318	650,000	0%
Capital Contributions					
207-01-3312	Motor Vehicle Spec. Ownership	10,916	10,676	10,500	-2%
207-01-3313	Motor Vehicle Registration Tax	3,781	3,309	3,300	0%
207-01-3337	Road & Bridge Tax	4,591	5,042	5,000	-1%
207-02-3451	TOW Strm Drn BP Impact	250,304	36,826	39,600	8%
207-02-3453	AUTH Storm Drn BP Impact	403,048	46,291	43,560	-6%
207-08-3364	Grant	-	-	112,000	0%
		672,640	102,144	213,960	109%
Earnings on Investments					
207-08-3610	Investment Earnings	6,965	420	300	-29%
		6,965	420	300	-29%
Total Revenues		1,299,783	754,882	864,260	14%

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Drainage

Town staff maintains all Town streets, drainage and stormwater management systems.

	FY 2021 Adopted Budget	FY 2022 Adopted Budget	Percentage Change
Expenditures			
Compensation & Benefits	-	-	0.0%
Materials & Supplies	-	-	0.0%
Operations & Maintenance	506,500	464,060	-8.4%
Transfer	448,249	629,665	40.5%
Total	954,749	1,093,725	14.6%

Authorized Personnel FTE	2020 Budgeted	2021 Budgeted	2022 Proposed
Total	-	-	-

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DRAINAGE
BUDGET SUMMARY

		EXPENDITURES			
		2020 ACTUAL	2021 PROJECTED	2021 BUDGETED	2022 BUDGETED
FUND/DIVISION - 207					
Compensation & Benefits		-	-	-	-
		-	-	-	-
Materials & Supplies		-	-	-	-
Operations & Maintenance					
207-34-5231	Fuel, Oil & Grease	1,461	2,075	1,500	2,000
207-34-5341	Electricity	599	595	1,000	1,000
207-34-5356	Professional Services	-	-	15,000	20,000
207-34-5339	On-Line Utility Bill Pay-Fee	6,493	5,863	8,000	6,500
207-34-5522	Authority Utilities Payments	371,802	392,511	360,000	390,000
207-34-5524	Authority BP Impact Payments	403,048	46,291	120,000	43,560
207-34-5533	Equipment Rental	-	-	1,000	1,000
		783,404	447,336	506,500	464,060
Transfer					
207-56-5000	Transfer To General Fund	99,164	120,139	136,898	242,833
207-56-5001	Transfer to Capital Projects Fund	-	1,082	311,351	386,832
		99,164	121,221	448,249	629,665
TOTAL EXPENDITURES		882,568	568,557	954,749	1,093,725

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Capital Projects

	FY 2021 Adopted Budget	FY 2022 Adopted Budget	Percentage Change
Expenditures			
Capital Projects	20,251,197	31,858,538	57.3%
Equipment	989,891	268,000	-72.9%
Total	21,241,088	32,126,538	51.2%
Authorized Personnel FTE			
Total	-	-	-

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CAPITAL PROJECTS
BUDGET SUMMARY

		EXPENDITURES			
		2020	2021	2021	2022
		ACTUAL	PROJECTED	BUDGETED	BUDGETED
FUND/DIVISION - 80					
Capital Projects					
211-80-4000	Down Town Master Plan	-	-	75,000	85,000
211-80-4001	3749 Harrison Exp & Prop Acq	323,887	359,203	1,300,000	1,050,000
211-80-4002	Comprehensive Plan/Land Use Up	161,807	48,553	132,613	20,000
211-80-4003	Town Hall Space Needs Assessme	29,563	720	20,000	-
211-80-4004	Economic Development Study	-	-	80,000	-
211-80-4005	Recreation Center feasibility	-	-	50,000	-
211-80-4006	Old Town Street Repairs	444,923	-	449,440	504,991
211-80-4007	Newer Subdivison Seal Coat	59,989	-	71,461	98,000
211-80-4008	I-25 Interchange at Cleveland	-	-	666,666	-
211-80-4009	Pavement Study	-	-	-	44,000
211-80-4010	Water Plant Expansion Construc	-	504,463	7,850,000	10,500,804
211-80-4011	Emergency Power for Main Water	-	13,785	-	-
211-80-4013	Redundancy for Pumps to Water	-	45,739	-	-
211-80-4014	Wilson Well Improvements	-	4,683	75,000	68,000
211-80-4015	Bulk Water Dispenser	-	-	-	80,000
211-80-4017	Improved Carbon Feed System	-	-	79,500	-
211-80-4018	Fire Hydrant Replacement	-	-	-	66,000
211-80-4019	Distribution System Master Pla	-	-	-	60,000
211-80-4020	Buffalo Creek Booster Station	-	-	25,000	-
211-80-4021	Distribution System Improv	-	-	100,000	50,000
211-80-4022	Nano Plant Expansion	-	-	37,947	65,000
211-80-4025	Clearwell HS Pump Upgrage	-	-	25,000	-
211-80-4026	Water Source Development	-	-	2,691,072	2,100,000
211-80-4027	WWTP Pumps	-	20,613	19,000	22,000
211-80-4028	Clarifier Rehabilitaion Projec	-	91,093	193,726	-
211-80-4031	WWTP Masterplan	-	50,549	132,856	-
211-80-4033	WWTP Clarifier 3&4 rehabilitat	-	70,762	110,000	-
211-80-4038	Old Town Street Repair	-	-	59,551	63,124
211-80-4039	Storm Drain & Pan Replacements	-	-	31,800	33,708
211-80-4041	Stormwater Masterplan	-	1,082	140,000	140,000
211-80-4042	Parks Master Plan Update	-	-	40,000	40,000
211-80-4045	WCP Ballfield Covers	33,380	-	-	-
211-80-4046	Parks - NPIC Lateral Improv	22,656	-	-	-
211-80-4047	Pedestrian Access over Windsor	-	-	80,000	80,000
211-80-4050	Design at State Highway at	5,435	3,269	64,565	-
211-80-4051	Crosswalk Safety Projects	44,071	4,128	-	-
211-80-4054	Tract F	-	-	230,000	230,000
211-80-4055	Disinfection byproduct rule compliance (Tank	-	-	50,000	-
211-80-4056	RRA and ERP (EPA Mandates)	-	36,943	120,000	-
211-80-4057	SCADA Improvements	-	75,957	70,000	-
211-80-4058	Valve Actuator Replacements	-	4,508	25,000	-
211-80-4059	Filter Media Replacement	-	-	220,000	125,000
211-80-4060	Redundant Nano/RO motors	-	7,978	45,000	-
211-80-4061	WWTP Expansion Design	-	1,188,455	2,750,000	1,570,624
211-80-4062	WW Line Improvement Projects and Oversizir	-	-	200,000	-
211-80-4063	Selenium Removal Projecdt	-	788	800,000	-
211-80-4064	SCADA Upgrades	-	75,576	25,000	-
211-80-4065	B-Dams Improvements	-	-	80,000	150,000
211-80-4066	Outer Canopy Net for Batting Cages	-	-	20,000	-
211-80-4067	Pitching Machine at Batting Cages	-	-	19,000	-
211-80-4068	Replace Soft Trails	-	6,640	20,000	20,000
211-80-4069	Winnick Park Playground Resurfacing	-	-	67,000	-
211-80-4070	Highway 1 Intersection Improvements	-	-	750,000	750,000
211-80-4071	Seal Roofing at Leeper Center	-	-	-	12,500
211-80-4072	Shared Parking Lot	-	-	-	150,000
211-80-4073	Facility HVAC Improvements	-	-	-	38,600
211-80-4074	Point to Point Wireless Network	-	-	-	100,000
211-80-4075	Main Street Improvements	-	-	-	400,000
211-80-4076	Epoxy Street Striping	-	-	-	40,000
211-80-4077	Play Structure	-	-	-	18,000
211-80-4078	Park Reimbursement - Harvest Village Subvisi	-	-	-	31,325
211-80-4079	Pretreatment Sonde	-	-	-	40,000
211-80-4080	Security Fence	-	-	-	50,000
211-80-4081	Security Improvements	-	-	-	40,000
211-80-4082	Lighting Protection	-	-	-	195,000
211-80-4083	WWTP Expansion Construction	-	-	-	12,054,687
211-80-4084	Risk Resilience Assessment/Emergency Respo	-	-	-	75,000
211-80-4085	Lightening Protection	-	-	-	115,000
211-80-4086	Security Improvements	-	-	-	40,000
211-80-4087	SCADA Hardware Upgrades	-	-	-	35,000
211-80-4088	Equipment Cooling System	-	-	-	10,000
211-80-4089	Viewpoint Lift Station Upgrades - Design	-	-	-	60,000
211-80-4090	Security Fence	-	-	-	165,000

211-80-4091	Sewer Over - Sizing Reimbursement - Sage M	-	-	-	32,175
211-80-5013	Water Efficiency Program	-	98	160,000	140,000
		1,125,711	2,615,585	20,251,197	31,858,538
Equipment					
211-80-5000	Town Automobile	51,972	-	-	-
211-80-5001	Vehicle Replacement	19,109	-	30,000	30,000
211-80-5003	Membranes for Nano	-	-	28,891	-
211-80-5007	Midrange Dump Truck	86,055	-	-	-
211-80-5009	Street Sweeper	-	242,330	244,000	-
211-80-5010	Mower (2)	-	34,969	40,000	-
211-80-5011	John Deere Gator	-	12,782	30,000	-
211-80-5012	Zero Turn Mower	-	-	18,000	-
211-80-5014	John Deere Gator	-	12,782	15,000	-
211-80-5017	Vacuum Truck	-	490,453	540,000	-
211-80-5018	Skid Steer Aeration	-	-	24,000	-
211-80-5019	John Deere Gator	-	-	20,000	-
211-80-5020	Front End Loader	-	-	-	200,000
211-80-5021	Leak Repair Trailer	-	-	-	38,000
		71,081	793,315	989,891	268,000
TOTAL EXPENDITURES		1,196,792	3,408,900	21,241,088	32,126,538

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Priority Description

Priority I: IMPERATIVE (Must-Do) – Projects that cannot reasonably be postponed in order to avoid harmful or otherwise undesirable consequences.

- A. Corrects a condition dangerous to public health or safety
- B. Satisfies a legal obligation
- C. Alleviates an emergency service disruption or deficiency
- D. Prevents irreparable damage to a valuable public facility.

Priority II: ESSENTIAL (Should-Do) – Projects that address clearly demonstrated needs or objectives.

- A. Rehabilitates or replaces an obsolete public facility or attachment thereto
- B. Stimulates economic growth and private capital investment
- C. Reduces future operating and maintenance costs
- D. Leverages available state or federal funding.

Priority III: IMPORTANT (Could-Do) – Projects that benefit the community but may be delayed without detrimental effects to basic services.

- A. Provides a new or expanded level of service
- B. Promotes intergovernmental cooperation
- C. Reduces energy consumption D. Enhances cultural or natural resources.

Priority IV: DESIRABLE (Other Year) – Desirable projects that are not included within five-year program because of funding limitations.

Revenues**2022**

Transfer From:	
General Fund	1,686,100
Street Fund	1,716,991
Water Fund	12,306,135
Sewer Fund	14,179,486
Drainage Fund	274,832
Park Fund	219,325
Grants	1,743,669
Total Revenues	32,126,538

Expenditures

GF201	Downtown Area Study	85,000
GF193	Harrison House Expansion	1,050,000
GF192	Comprehensive Plan/Land Use Update	20,000
GF211	Tract F	230,000
GF221	Seal Roofing at Leeper Center	12,500
GF222	Shared Parking Lot	150,000
GF223	Facility HVAC Improvements	38,600
GF224	Point to Point Wireless Network	100,000
SF	Front End Loader	200,000
SF181	Old Town Street Repairs	504,991
SF182	Preventative Maintenance	98,000
SF211	Highway 1 Intersection Improvements	750,000
SF202	Pavement Study	44,000
SF221	Cleveland Ave Improvements	400,000
SF222	Epoxy Street Striping	40,000
WF	Leak Repair Trailer	38,000
WF221	Security Fence	50,000
WF222	Security Improvements	40,000
WF223	Lightning Protection	195,000
WF182	Water Plant Expansion Construction and Construction Management	10,500,804
WF187	Wilson Wellhouses Improvements	68,000
WF188	Nano Plant Expansion	65,000
WF214	Filter Media Replacement	125,000
WF215	Pretreatment Sonde	40,000
WF201	Bulk Water Dispenser	80,000
WF204	Fire Hydrant Replacement	66,000
WF205	Distribution System Master Plan	60,000
WF207	Distribution System Improvement Projects and Oversizing	50,000
WF218	Water Efficiency Program	140,000
WD18	Water Source Development	2,100,000
WWF181	WWTP Pumps	22,000
WWF211	WWTP Expansion Design	1,570,624
WWF241	WWTP Expansion Construction	12,054,687
WWF221	Risk Resilience Assessment/Emergency Response Plan	75,000
WWF231	Security Fence	165,000
WWF222	Lightening Protection	115,000
WWF223	Security Improvements	40,000
WWF224	SCADA Hardware Upgrades	35,000
WWF225	Equipment Cooling System	10,000
WWF226	Viewpoint Lift Station Upgrades	60,000
WWF213	Sewer Over-sizing Reimbursement - Sage Meadows Subdivision (Development Agreement)	32,175
SDF181	Old Town Street Repair	63,124
SDF182	Storm Drain & Pan Replacements	33,708
SDF183	Stormwater Masterplan	140,000

SDF211	B-Dams Improvements	150,000
	Vehicle Replacement	30,000
PF201	Parks Master Plan Update	40,000
PF203	Windsor Ditch	80,000
PF213	Replace Soft Trails	20,000
PF221	Play Structure	18,000
PF214	Park Reimbursement - Harvest Village subdivision (Development Agreement)	31,325
Total Expenditures		32,126,538

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General Fund
Revenue Available for Capital Projects

	2022 Budget	2023	2024	2025	2026
Property Tax:	1,653,374	1,702,975	1,754,064	1,806,686	1,860,887
Sales Tax:	2,134,069	2,198,091	2,264,034	2,331,955	2,401,913
Building Material Use Tax:	390,000	401,700	413,751	426,164	438,948
Severance Taxes/Mineral Lease:	42,538	43,814	45,129	46,482	47,877
Franchise Fees:	199,400	205,382	211,543	217,890	224,426
Building Permits:	488,300	502,949	518,037	533,579	549,586
Business Licenses:	18,700	19,261	19,839	20,434	21,047
Land Use Fees:	16,000	16,480	16,974	17,484	18,008
Court Fines:	4,500	4,635	4,774	4,917	5,065
Misc. Other Revenues:	38,700	39,861	41,057	42,289	43,557
Transfer	3,100,433	3,193,446	3,289,249	3,387,927	3,489,565
Total Revenue:	8,086,014	8,328,594	8,578,452	8,835,806	9,100,880
Less Operating Costs:	7,766,989	8,077,669	8,400,775	8,736,806	9,086,279
Available for Capital Projects & Debt:	319,025	250,926	177,677	99,000	14,601

Capital Expenditures

		Prior Yr Cost	2022 Budget	2023	2024	2025	2026
Total Cost							
Equipment:							
Capital Projects:							
GF203	Future Town Hall	9,032,000	32,000	-		1,000,000	8,000,000
GF201	Downtown Area Study	85,000	-	85,000			
GF193	Harrison House Expansion	1,600,000	550,000	1,050,000			
GF192	Comprehensive Plan/Land Use Update	200,000	180,000	20,000			
GF213	Recreation Center feasibility study	50,000				50,000	
GF204	Economic Development Strategic Plan Update	80,000		80,000			
GF211	Tract F	305,000	-	230,000	75,000		
GF221	Seal Roofing at Leeper Center	12,500		12,500			
GF222	Shared Parking Lot	150,000		150,000			
GF223	Facility HVAC Improvements	38,600		38,600			
GF224	Point to Point Wireless Network	100,000		100,000			
GF231	Road Reimbursement Railroad Crossing for Sage Meadows Subdivision (Development Agreement)			268,200			
Total Capital Equipment and Projects			762,000	1,686,100	348,200	1,050,000	8,000,000
Other Financing Sources:							
Grants:							
	DOLA - Town Hall Design	100,000				100,000	
	DOLA Grant - Town Hall Construction	1,000,000					1,000,000
	Town Hall Bond	7,000,000					7,000,000
Debt Service:							
	Town Hall	(398,000)					(398,000)
Total Financing and Debt Service		-	-	-	-	100,000	7,602,000
2021 Fund Balance		6,358,972					
Available Funds			4,991,897	4,894,623	4,997,300	4,146,299	3,762,901

Minimum unassigned fund balance:

33% of Expenditures or 110% Debt Service
(Whichever is Larger)

2,563,106	2,665,631	2,772,256	2,883,146	2,998,472
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Street Fund
Revenue Available for Capital Projects

	2022 Budget	2023	2024	2025	2026
Sales Tax	1,067,000	1,099,010	1,131,980	1,165,940	1,200,918
Road Impact Fee:	188,300	156,000	275,000	205,300	353,200
Motor Vehicle Spec. Ownership:	100,000	103,000	106,090	109,273	112,551
Motor Vehicle Registration Tax:	27,000	27,810	28,644	29,504	30,389
Motor Vehicle Use Tax:	700,000	721,000	742,630	764,909	787,856
Highway Users Tax:	242,000	249,260	256,738	264,440	272,373
Street Cut Permits	1,000	1,030	1,061	1,093	1,126
Sale of Assets	1,000	1,030	1,061	1,093	1,126
Investment earnings	750	773	796	820	844
Road & Bridge Tax:	40,000	41,200	42,436	43,709	45,020
Total Revenue:	2,367,050	2,400,113	2,586,436	2,586,079	2,805,402
Less Operating Costs:	320,992	333,832	347,185	361,072	375,515
Transfer	631,082	656,325	682,578	709,881	738,277
Available for Capital Projects & Debt:	1,414,976	1,409,956	1,556,673	1,515,125	1,691,610

Capital Expenditures

	Prior Yr Cost	2022 Budget	2023	2024	2025	2026
Total Cost						
Equipment:						
SF Vehicle Replacement	65,000		30,000			35,000
SF Front End Loader	200,000	200,000				
Capital Projects:						
SF181 Old Town Street Repairs	1,399,314	894,323	504,991			
SF231 Street Rehabilitation	2,368,112		535,290	567,408	601,452	663,962
SF182 Preventative Maintenance	729,750	131,450	98,000	107,800	130,438	143,482
SF211 Highway 1 Intersection Improvements	5,000,000		750,000	2,250,000		
SF202 Pavement Study	44,000	-	44,000	-		
SF242 I-25 Interchange at Cleveland - 30% Design				1,000,000		
SF221 Cleveland Ave Improvements	2,000,000	400,000	1,600,000			
SF222 Epoxy Street Striping	160,000	40,000	40,000	40,000	40,000	
SF241 Road Off-site Improvements Reimbursement - Saddleback Subdivision (Development Agreement)	183,600			60,000	60,000	63,600
Total Capital Equipment and Projects	\$1,025,773	\$2,036,991	\$4,563,090	\$3,785,988	\$831,890	\$906,044
Other Financing Sources:						
Grants: Main Street		320,000.00	1,280,000			
CMAQ Highway 1		710,000				
Other Participants			2,500,000			
2021 Fund Balance	3,494,245					
Available Funds		3,902,230	4,529,096	2,299,780	2,983,015	3,768,581

Minimum unassigned fund balance:

33% of Expenditures or 110% Debt Service
(Whichever is Larger)

314,184 326,752 339,822 353,415 367,551

Parks Fund
Revenue Available for Capital Projects

		2022 Budget	2023	2024	2025	2026
Sales Tax:		-	-	-	-	-
Use Tax on Construction Materials:		195,000	202,800	210,912	219,348	228,122
Motor Vehicle Use Tax		350,000	364,000	378,560	393,702	409,450
Park Impact Fee:		99,000	80,000	150,000	109,000	196,000
Trails Impact Fee:		44,550	36,000	67,500	49,050	88,200
Open Space Sales Tax:		305,000	317,200	329,888	343,084	356,807
Recreation Fees/Sales:		32,000	33,280	34,611	35,996	37,435
Conservation Trust Fund:		-	-	-	-	-
Investment Earnings:		500	520	541	562	585
Total Revenue:	-	1,026,050	1,033,800	1,172,012	1,150,742	1,316,600
Less Operating Costs:		1,116,919	1,161,596	1,208,060	1,256,382	1,306,637
Transfer		409,936	426,333	443,387	461,122	479,567
Available for Capital Projects & Debt:	-	(500,805)	(554,129)	(479,434)	(566,762)	(469,604)
Capital Expenditures						
	Prior Yr Cost	2022 Budget	2023	2024	2025	2026
Total Cost						
Equipment:						
Vehicle Replacement	30,000	-	30,000			
Capital Projects:						
PF201 Parks Master Plan Update	120,000	-	40,000	80,000		
PF203 Windsor Ditch	80,000	-	80,000			
PF213 Replace Soft Trails	30,000	10,000	20,000			
PF231 Play Structure	25,000		25,000			
PF241 Pour and Place	65,000			65,000		
PF251 Shade Structure	15,000				15,000	
PF221 Play Structure	18,000		18,000			
PF214 Park Reimbursement - Harvest Village subdivision (Development Agreement)	313,250	281,925	31,325			
Total Capital Equipment and Projects			219,325	105,000	65,000	15,000
Debt Service:						
Debt Payment	(1,007,510)	(1,007,510)				
Total Financing and Debt Service			(\$1,007,510)	\$0	\$0	\$0
2021 Fund Balance	3,313,866					
Available Funds		1,586,226	927,097	382,663	(199,099)	(668,703)

Water Fund							
Revenue Available for Capital Projects							
		2022 Budget	2023	2024	2025	2026	
Tap Fees:		782,100	664,000	1,305,000	1,719,900	1,862,000	
Water Sales:		5,737,566	6,371,204	7,297,218	7,460,002	7,758,402	
Property Tax:		85,593	85,593	-	-	-	
Interest and Miscellaneous:		17,000	17,000	17,000	17,000	17,000	
Total Revenue:		6,622,259	7,137,797	8,619,218	9,196,902	9,637,402	
Less Operating Costs:		3,639,215	3,784,784	3,936,175	4,093,622	4,257,367	
Transfer		974,317	1,013,290	1,053,821	1,095,974	1,139,813	
Available for Capital Projects & Debt:		2,008,727	2,339,724	3,629,222	4,007,306	4,240,222	
Capital Expenditures							
		Prior Yr Cost	2022 Budget	2023	2024	2025	2026
Total Cost							
Equipment:							
WF	Leak Repair Trailer		38,000				
	Vehicle Replacement	30,000	-		30,000		
	Front End Loader	225,000	-			225,000	
Capital Projects:							
WF221	Security Fence	50,000	50,000	-			
WF222	Security Improvements	40,000	40,000				
WF223	Lightning Protection	195,000	195,000				
WF182	Water Plant Expansion Construction and Construction Manager	35,586,460	1,766,164	10,500,804	13,350,761	9,968,731	
WF184	Tank Coating	95,000	-	-	95,000		
WF185	Disinfection byproduct rule compliance (Tank Aeration)	135,000	-	-	135,000		
WF187	Wilson Wellhouses Improvements	496,737	382,737	68,000	46,000		
WF188	Nano Plant Expansion	74,565	9,565	65,000			
WF214	Filter Media Replacement	125,000	-	125,000			
WF215	Pretreatment Sonde	40,000	-	40,000			
WF217	Covered Equipment Storage	60,000	-		60,000		
Distribution:							
WF201	Bulk Water Dispenser	80,000	-	80,000			
WF204	Fire Hydrant Replacement	274,104	60,000	66,000	72,600	75,504	
WF205	Distribution System Master Plan	60,000	-	60,000			
WF206	Buffalo Creek Booster Station Upgrade	25,000	-	25,000			
WF207	Distribution System Improvement Projects and Oversizing	276,281	-	50,000	52,500	55,125	57,881
WF218	Water Efficiency Program	772,000	160,000	140,000	-	177,000	195,000
WF241	Water Over-sizing Reimbursement - Saddlebuck Subdivision (Development Agreement)	301,182				100,000	100,000
Total Capital Equipment and Projects			\$2,378,466	\$11,517,804	\$13,776,861	\$10,466,360	\$577,881
Other Financing Sources:							
Loan Proceeds:							
Water Plant Financing		24,800,000	10,500,804	13,350,761	948,435		
American Recovery Grant		1,311,669	1,311,669				
Debt Service:							
Debt Payments		(7,525,846)	(1,588,427)	(1,548,692)	(1,464,694)	(1,462,016)	(1,462,016)
Total Financing and Debt Service			10,224,046	11,802,069	(516,259)	(1,462,016)	(1,462,016)
2021 Fund Balance		7,480,536					
Available Funds			8,195,505	8,560,436	1,207,039	3,174,448	5,690,697
Minimum unassigned fund balance:							
33% of Expenditures or 110% Debt Service (Whichever is Larger)							
			1,747,270	1,703,561	1,644,865	1,710,660	1,779,086

Raw Water Fund
Revenue Available for Capital Projects

				2022 Budget	2023	2024	2025	2026	
BP Raw Water Fee:				3,283,731	2,653,520	4,975,350	6,268,941	6,501,124	
Total Revenue:				3,283,731	2,653,520	4,975,350	6,268,941	6,501,124	
Less Operating Costs:				-	-	-	-	-	
Transfer				-	-	-	-	-	
Available for Capital Projects & Debt:				3,283,731	2,653,520	4,975,350	6,268,941	6,501,124	
Capital Expenditures									
				Prior Yr Cost	2022 Budget	2022	2023	2024	2025
Total Cost									
WD18	Water Purchases:								
	Water Source Development	24,510,735	2,011,800	2,100,000	2,653,520	4,975,350	6,268,941	6,501,124	
Total Capital Equipment and Projects				\$0	2,100,000	2,653,520	4,975,350	6,268,941	6,501,124
2021 Fund Balance			11,143,322						
Available Funds				12,327,053	12,327,053	12,327,053	12,327,053	12,327,053	

DRAFT

Sewer Fund
Revenue Available for Capital Projects

			2022 Budget	2023	2024	2025	2026
Tap Fees:			965,250	780,000	1,492,500	1,880,550	1,950,200
User Fees:			2,970,864	3,027,024	3,132,324	3,208,842	3,346,434
Investment Earnings			3,000	3,120	3,245	3,375	3,510
Total Revenue:			3,939,114	3,810,144	4,628,069	5,092,767	5,300,144
Less Operating Costs:			962,134	1,000,619	1,040,644	1,082,270	1,125,561
Transfer			842,274	875,965	911,004	947,444	985,341
Available for Capital Projects & Debt:			2,134,706	1,933,560	2,676,421	3,063,053	3,189,241
Capital Expenditures							
		Prior Yr Cost	2022 Budget	2023	2024	2025	2026
Total Cost							
Equipment:							
Vehicle Replacement	30,000	-			30,000		
Zero Turn Mower	9,000	-		9,000			
Capital Projects:							
WWF181 WWTP Pumps	47,000		22,000	25,000		-	
WWF211 WWTP Expansion Design	5,238,223	2,096,976	1,570,624	942,374	628,249		
WWF241 WWTP Expansion Construction	40,182,290	-	12,054,687	16,072,916	12,054,687		
WWF212 WW Line Improvement Projects and Oversizing	948,228	-	-	220,000	231,000	242,550	254,678
WWF204 Manhole Rehab	129,304	-	-	30,000	31,500	33,075	34,729
WWF221 Risk Resilience Assessment/Emergency Response Plan	75,000		75,000				
WWF231 Security Fence	165,000		165,000				
WWF222 Lightening Protection	115,000		115,000				
WWF223 Security Improvements	40,000		40,000				
WWF224 SCADA Hardware Upgrades	80,000		35,000	25,000	20,000		
WWF225 Equipment Cooling System	10,000		10,000				
WWF226 Viewpoint Lift Station Upgrades	560,000		60,000	200,000	300,000		
WWF213 Sewer Over-sizing Reimbursement - Sage Meadows	204,600	160,050	32,175	12,375			
Subdivision (Development Agreement)							
Sewer Over-sizing Reimbursement - Saddleback							
WWF241 Subdivision (Development Agreement)	288,030	-	100,000	100,000	88,030	-	
Total Capital Equipment and Projects			14,179,486	17,636,665	13,395,436	363,655	289,407
Other Financing Sources:							
Debt Payment:			(517,386)	(175,080)	(176,918)	(173,318)	(174,478)
WWTP debt			(1,303,656)	(2,607,311)	(2,607,311)	(2,607,311)	(2,607,311)
Other Financing Source:							
Debt Proceeds			12,054,687	16,072,916	12,054,687		
Total Financing and Debt Service			10,233,646	13,290,525	9,270,459	(2,780,629)	(2,781,789)
2021 Fund Balance	7,118,555						
Available Funds			5,307,421	2,894,840	1,446,284	1,365,053	1,483,099

Minimum unassigned fund balance:

33% of Expenditures or 110% Debt Service
(Whichever is Larger)

2,003,146 3,060,630 3,062,651 3,058,691 3,059,967

Storm Drainage Fund
Revenue Available for Capital Projects

			2022 Budget	2023	2024	2025	2026	
Motor Vehicle Specific Ownership Tax:			10,500	10,815	11,139	11,474	11,818	
Motor Vehicle Registration Tax:			3,300	3,399	3,501	3,606	3,714	
Road & Bridge Tax:			5,000	5,150	5,305	5,464	5,628	
TOW Stormwater Impact Fee:			39,600	32,000	60,000	75,600	78,400	
TOW Stormwater Utility Fee:			260,000	267,800	275,834	284,109	292,632	
Investment Earnings			300	309	318	328	338	
Total Revenue:			318,700	319,473	356,097	380,580	392,530	
Less Operating Costs:			30,500	31,415	32,357	33,328	34,328	
Transfer			242,823	250,108	257,611	265,339	273,299	
Available for Capital Projects & Debt:			45,377	37,950	66,129	81,913	84,902	
Capital Expenditures								
			Prior Yr Cost	2022 Budget	2023	2024	2025	2026
Total Cost								
Capital Projects:								
SDF181	Old Town Street Repair	119,304	56,180	63,124				
SDF182	Storm Drain & Pan Replacements	235,791	30,000	33,708	37,079	40,787	44,865	49,352
SDF183	Stormwater Masterplan	150,000	10,000	140,000				
SDF211	B-Dams Improvements	150,000	-	150,000				
SDF231	Regional Drainage Improvements	2,320,500	-	500,000	550,000	605,000	665,500	
Stormwater Off-site Improvements								
Reimbursement Saddleback Subdivision								
SDF241	(Development Agreement)	61,200			20,000	20,000	21,200	
Total Capital Equipment and Projects			386,832	537,079	610,787	669,865	736,052	
AUTH Storm Drn BP Impact (Revenue)			663,076	43,560	35,200	66,000	83,160	86,240
Authority Storm Drain Utility Fees (Revenue)			1,989,227	390,000	393,900	397,839	401,817	405,836
Authority BP Impact Payments			(663,076)	(43,560)	(35,200)	(66,000)	(83,160)	(86,240)
Authority Utilities Payments			(1,989,227)	(390,000)	(393,900)	(397,839)	(401,817)	(405,836)
Grants:								
Stormwater Masterplan (FEMA)			112,000	112,000				
Total Financing and Debt Service				112,000	0	0	0	0
2021 Fund Balance			1,488,735					
Available Funds			1,259,280	760,152	215,493	(372,459)	(1,023,608)	

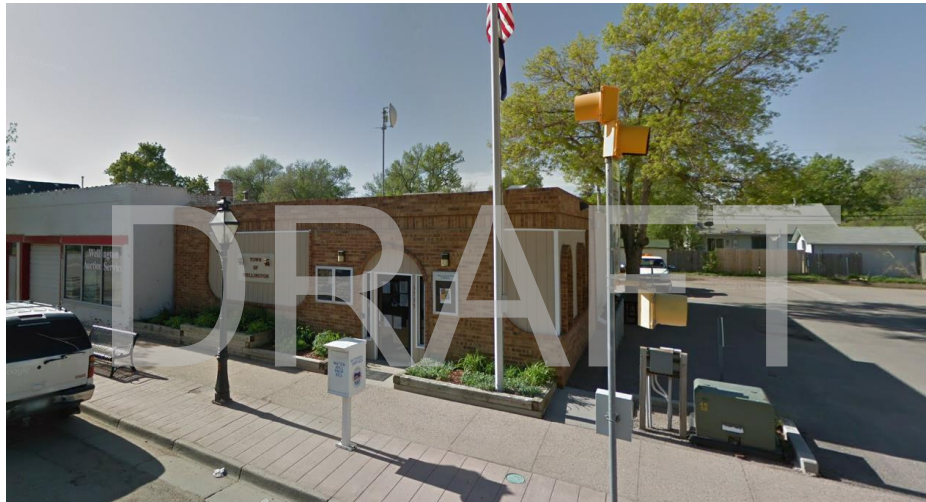
Minimum unassigned fund balance:
33% of Expenditures or 110% Debt Service
(Whichever is Larger)

90,197 92,902 95,690 98,560 101,517

Project Title	Project Number	Department	Project Cost	Priority
Future Town Hall	GF203	Administration	\$9,032,000	I

Project Description: This project includes the Town Hall Space Needs Assessment, potential property acquisition, design, and construction. Staff will seek grant funding from DOLA.

- **Estimated Total Project Cost:** \$9,032,000
 - Town Hall Needs Assessment \$32,000
 - Property acquisition/Design \$1,000,000
 - Construction \$8,000,000
- **2022 Estimated Expenditures:** \$0
- **Estimated Completion Date:** 2026



	Prior Cost	2022	2023	2024	2025	2026	Total
Project Amount	\$32,000	\$0	\$0	\$0	\$1,000,000	\$8,000,000	\$9,032,000

Project Title	Project Number	Department	Project Cost	Priority
Downtown Area Study	GF201	Planning	\$85,000	III

Project Description: A Downtown Area Plan is proposed in order to establish a clear vision and future for the Cleveland Avenue corridor and adjacent areas. The downtown, including Centennial Park, is continually sought as a venue to host community events, and serves as the Town's center for culture, entertainment and retail. Known challenges exist including aging infrastructure, stormwater drainage, safe and convenient pedestrian access, efficient movement of vehicles, parking and ADA access, building age and appearance, commercial tenant mix and others. A plan is desirable to engage the community and identify a unified vision for the future of the downtown that the community supports. The plan will also identify and prioritize implementation steps for achieving the vision, as well as planning level cost estimates for use in developing future CIP projects.

- **Estimated Total Project Cost:** \$85,000
- **Estimated Completion Date:** 2022



	2022	2023	2024	2025	2026	Total
Project Amount	\$85,000	\$0	\$0	\$0	\$0	\$85,000

Project Title	Project Number	Department	Project Cost	Priority
Harrison Expansion	GF193	Administration	\$1,600,000	I

Project Description: Expansion of 3749 Harrison Ave to accommodate staff offices.

- **Estimated Total Project Cost:** \$1,600,000
- **Estimated 2022 Project Cost:** \$1,050,000
- **Estimated Completion Date:** January 2022



	Prior Cost	2022	2023	2024	2025	2026	Total
Project Amount	\$550,000	\$1,050,000	\$0	\$0	\$0	\$0	\$1,600,000

Project Title	Project Number	Department	Project Cost	Priority
Comp Plan/Land Use Update	GF192	Planning	\$200,000	II

Project Description: The Town's Comprehensive Plan provides the policy framework for regulatory tools like zoning, subdivision regulations, annexations, and other policies. The Comprehensive Plan promotes the community's vision, goals, objectives, and policies; establishes a process for orderly growth and development; addresses both current and long-term needs; and provides for a balance between the natural and built environment. The Town's land use regulations will also be updated to construct a framework for achieving the vision created in the Comprehensive Plan and accommodate future development in a responsible manner.

The Comprehensive Plan was adopted August 2, 2021. The Land Use Code update is underway and expected to be complete in early 2022. Final payments for professional services are expected to be made in the 2022, necessitating the balance of approved funding be allocated for the 2022 fiscal year.

- **Estimated Total 2 Year Project Cost:** \$200,000
- **Expended in Prior Fiscal Year(s):** \$180,000
- **DOLA Grant Funds Reimbursed:** \$85,000
- **Estimated 2022 Project Cost:** \$20,000
- **Estimated Completion Date:** 2022



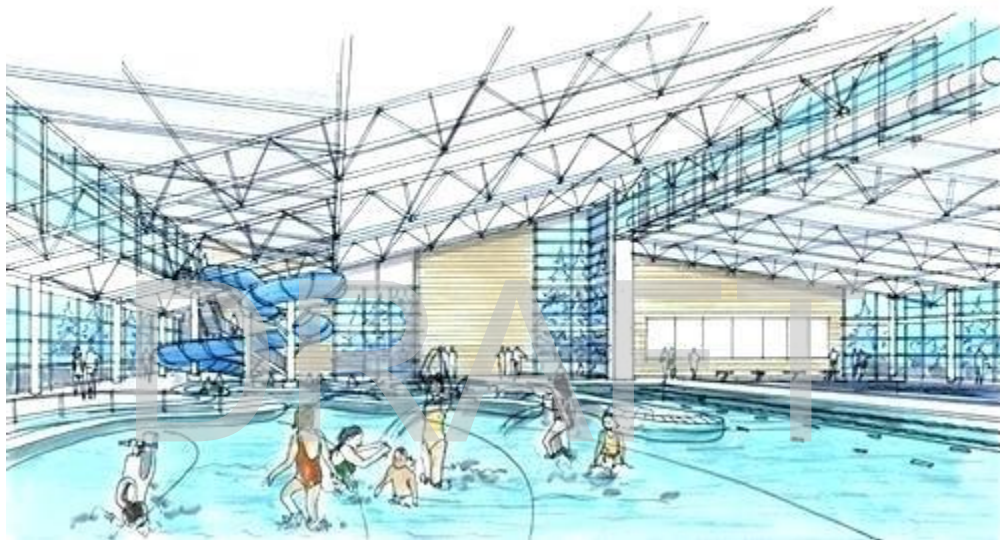
PLAN WELL
VISION FOR TOMORROW
SOLUTIONS FOR TODAY

	Prior Cost	2022	2023	2024	2025	2026	Total
Project Amount	\$180,000	\$20,000	\$0	\$0	\$0	\$0	\$200,000

Project Title	Project Number	Department	Project Cost	Priority
Recreation Feasibility Study	GF213	Administration	\$50,000	III

Project Description: Based on community feedback, this project is included in the 5-year capital plan. This project would likely include a community feasibility study, to get a better understanding of necessary steps to develop a recreation center.

- **Estimated Total Project Cost:** \$50,000
- **2022 Estimated Expenditures:** \$0
- **Estimated Completion Date:** 2025



	2022	2023	2024	2025	2026	Total
Project Amount	\$0	\$0	\$0	\$50,000	\$0	\$50,000

Project Title	Project Number	Department	Project Cost	Priority
Economic Development Strategic Plan Update	GF204	Economic Development	\$80,000	II

Project Description: The Economic Development Strategic Plan identifies strengths, weaknesses, opportunities and threats to recruiting commercial and industrial development within Wellington. The plan outlines target industries, evaluates location assessments, and recommends strategies and action plans to recruit new industry and support existing businesses.

- **Estimated Total Project Cost:** \$80,000
- **Estimated Completion Date:** 2023



	2022	2023	2024	2025	2026	Total
Project Amount	\$0	\$80,000	\$0	\$0	\$0	\$80,000

Project Title	Project Number	Department	Project Cost	Priority
Tract F	GF211	Planning	\$305,000	II

Project Description: A 12.5 acre parcel along the I-25 Frontage Road serves the stormwater detention needs of several subdivisions. The stormwater detention pond improvements were not completed due to economic recession in the mid-2000's. Since that time, single-family residential lots in Columbine Estates have been left undeveloped. The Town approved an agreement with a developer to partner in sharing costs for completing the stormwater improvements to clean up the site and provide the required stormwater detention needs for the remaining undeveloped lots. After improvements are completed and accepted by the Town, the Town will reimburse the developer for a portion of expenses, less \$75,000 which will be held for a period of 2 years to cover warranty work for the improvements.

- **Estimated Total 3 Year Project Cost:** \$305,000
- **Estimated 2022 Project Cost:** \$230,000 (\$75,000 held for 2-year warranty period)
- **Estimated Completion Date:** 2024 (end of warranty)



	2022	2023	2024	2025	2026	Total
Project Amount	\$230,000	\$0	\$75,000	\$0	\$0	\$305,000

Project Title	Project Number	Department	Project Cost	Priority
Seal Roofing at Leeper Center	GF221	Administration	\$12,500	III

Project Description: Clean and seal roof at the Leeper Center to prevent flooding of the building. Work includes: power washing roof, seal all gutter laps and fasteners, install uniflex DTM primer, install uniflex base coat, install top coat coverage.

- **Estimated Total Project Cost:** \$12,500
- **Estimated 2022 Project Cost:** \$12,500
- **Estimated Completion Date:** 2022



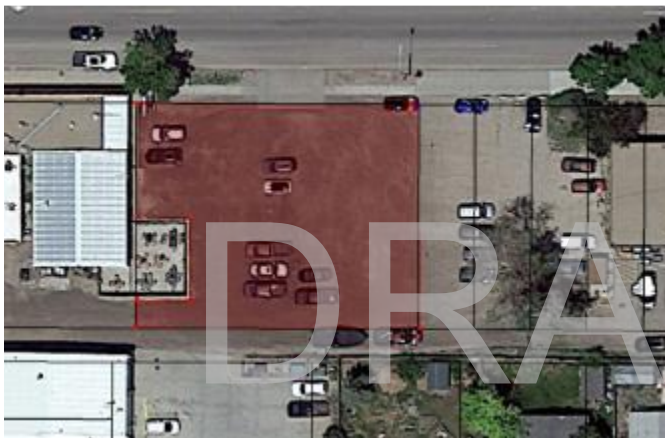
	2022	2023	2024	2025	2026	Total
Project Amount	\$12,500	\$0	\$0	\$0	\$0	\$12,500

Project Title	Project Number	Department	Project Cost	Priority
Shared Parking Lot	GF222	Administration	\$150,000	I

Project Description: Off street parking is needed to accommodate the expansion of 3749 Harrison Ave. The owner of T-bar is willing to partner with the Town to pave and improve the drainage of the parking lot. The estimate includes the total cost of paving and stormwater management to include a storm pipe to 4th street.

- **Estimated Total Project Cost:** \$150,000
- **Estimated 2022 Project Cost:** \$150,000
- **Estimated Completion Date:** 2022

Parking lot improvements



Storm water improvements



	2022	2023	2024	2025	2026	Total
Project Amount	\$150,000	\$0	\$0	\$0	\$0	\$150,000

Project Title	Project Number	Department	Project Cost	Priority
Facility HVAC Improvements	GF223	Public Works	\$38,600	II

Project Description:

- **Estimated Total Project Cost:** \$38,600
- **Estimated 2022 Project Cost:** \$38,600
- **Estimated Completion Date:** 2022



	2022	2023	2024	2025	2026	Total
Project Amount	\$38,600	\$0	\$0	\$0	\$0	\$38,600

Project Title	Project Number	Department	Project Cost	Priority
Point to Point Wireless Network	GF224	Administration	\$100,000	II

Project Description: This project is the Point-to-Point Wireless Network Infrastructure that will provide all Town Facilities with a cost-effective approach to long overdue connectivity problems.

- **Estimated Total Project Cost:** \$100,000
- **Estimated 2022 Project Cost:** \$100,000
- **Estimated Completion Date:** 2022



	2022	2023	2024	2025	2026	Total
Project Amount	\$100,000	\$0	\$0	\$0	\$0	\$100,000

Project Title	Project Number	Department	Project Cost	Priority
Road Reimburse – Railroad Crossing for Sage Meadows Subdivision (Development Agreement)	GF231	Planning	\$268,200	I

Project Description: Requirement of executed development agreement for Sage Meadows Subdivision. The Town required the developer of the Sage Meadows Subdivision to design and improve the railroad crossing at G.W. Bush Ave. as part of the developer obligations for the development. The Town agreed to contribute to a portion of the railroad crossing improvement costs, up to a maximum amount of \$600 per lot in the subdivision (447 lots x \$600 = \$268,200 maximum). The developer and the Town have submitted design plans to Burlington Northern Santa Fe Railroad (BNSF) for review and construction. BNSF has not yet provided a timeline for expected completion of the improvements. Upon completion and acceptance of the improvements, the Town is obligated to reimburse the developer the \$268,200 identified in the development agreement.

- **Estimated Total Project Cost:** \$268,200
- **Estimated 2022 Project Cost:** \$0
- **Estimated Completion Date:** Future year, depending on BNSF schedule



	2022	2023	2024	2025	2026	Total
Project Amount	\$0	\$268,200	\$0	\$0	\$0	\$268,200

Project Title	Project Number	Department	Project Cost	Priority
Vehicle Replacement	Equipment	PW - Streets	\$65,000	III

Project Description: This item includes the purchase of new vehicles as needed for future new field employees. Also included, is the replacement of older vehicles that have reached a point where they are no longer reliable or cost-effective to maintain.

- **Estimated Total Project Cost:** \$65,000
- **Estimated Completion Date:** 2026



	2022	2023	2024	2025	2026	Total
Project Amount	\$0	\$30,000	\$0	\$0	\$35,000	\$65,000

Project Title	Project Number	Department	Project Cost	Priority
Front End Loader	Equipment	PW - Streets	\$200,000	I

Project Description: Currently the Streets Department is sharing a front-end loader with the WWTP. As chemical deliveries and snow removal has increased, the need for a dedicated loader for the Streets Department has increased greatly. This loader would be shared with the WTP as needed to assist with the weekly deliveries of plant materials and incoming materials for the expansion.

- **Total Project Cost:** \$200,000
- **2022 Estimated Expenditures:** \$200,000
- **Estimated Completion Date:** 2022



	2022	2023	2024	2025	2026	Total
Project Amount	\$200,000	\$0	\$0	\$0	\$0	\$200,000

Project Title	Project Number	Department	Project Cost	Priority
Old Town Street Repair	SF181	PW - Streets	\$1,399,314	II

Project Description: Due to age and condition of the existing street infrastructure within town, a strategic multi-year repair plan was previously developed to rehabilitate selected streets, curb/gutter and sidewalk in the Old Town area. This project represents the 5th year of a 6-year program for streets within the Old Town area. This program is scheduled to end in 2022.

- **Estimated 5 Year Total Project Cost:** \$1,399,314
- **2022 Estimated Expenditures:** \$504,991
- **Estimated Completion Date:** 2022

Before



After



	Prior Cost	2022	2023	2024	2025	2026	Total
Project Amount	\$894,323	\$504,991	\$0	\$0	\$0	\$0	\$1,399,314

Project Title	Project Number	Department	Project Cost	Priority
Street Rehabilitation	SF231	PW - Streets	\$2,368,112	II

Project Description: Due to age and condition of the existing street infrastructure within town, a strategic multi-year repair plan was previously developed to rehabilitate selected streets, curb/gutter and sidewalk in the Old Town area, which will be complete in 2022. This general approach is expected to continue into the foreseeable future as this program is extended to address similar needs in other parts of Town. A Paving Study is planned for 2022, which will inform this on-going program moving forward. Pending that study, the proposed funding shown for future years are placeholders for financial planning purposes.

- **Estimated Total Project Cost:** \$2,368,112
- **2022 Estimated Expenditures:** \$0
- **Estimated Completion Date:** Ongoing

Before



After



	2022	2023	2024	2025	2026	Total
Project Amount	\$0	\$535,290	\$567,408	\$601,452	\$663,962	\$2,368,112

Project Title	Project Number	Department	Project Cost	Priority
Preventative Maintenance	SF182	PW - Streets	\$729,750	I

Project Description: As asphalt paving ages, cracks will start to form in the top surface. This allows runoff to infiltrate to the subgrade, which accelerates the deterioration of the paving and results in more costly major repairs. This is a maintenance program to prevent or delay those major repairs and lengthen the lifespan of streets and Town parking lots.

The proposed costs in future years reflect an inflation-adjusted amounts for an on-going commitment to basic paving maintenance.

- **Estimated 5 Year Project Cost:** \$729,750
- **2022 Estimated Expenditures:** \$98,000
- **Estimated Completion Date:** Ongoing Maintenance



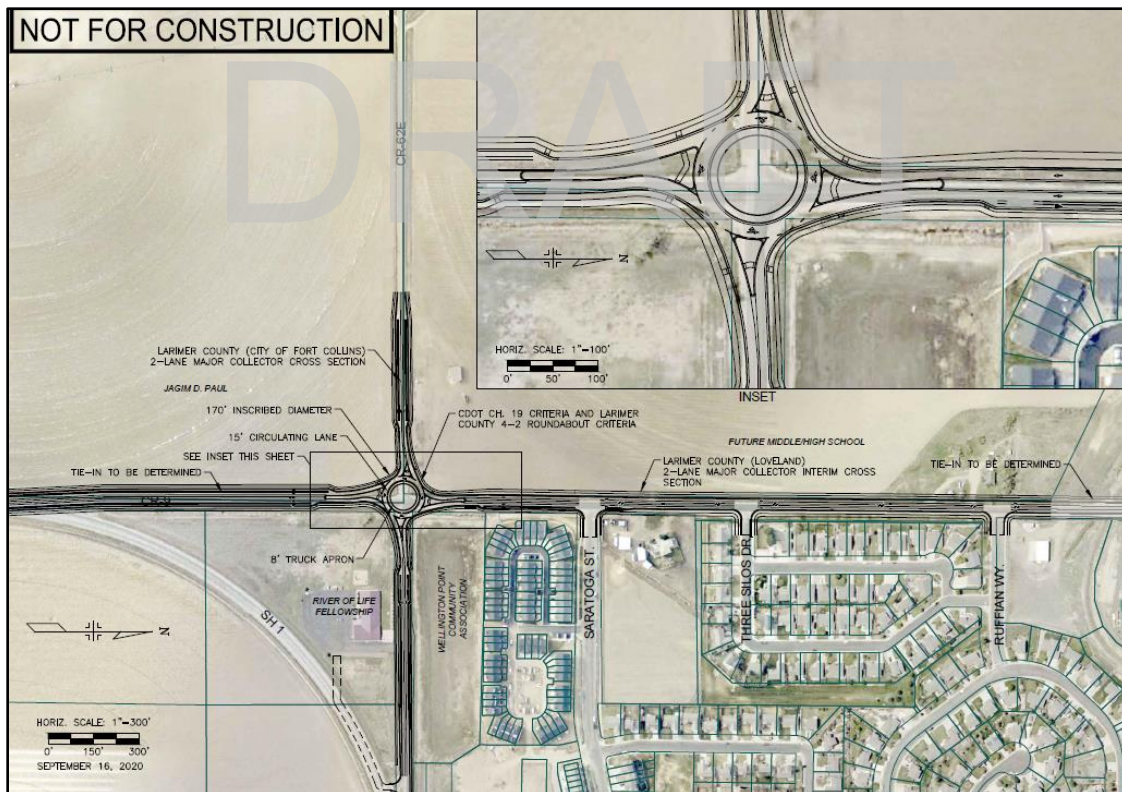
Example of seal coat/ crack fill project

	Prior Cost	2022	2023	2024	2025	2026	Total
Project Amount	\$131,450	\$98,000	\$107,800	\$118,580	\$130,438	\$143,482	\$729,750

Project Title	Project Number	Department	Project Cost	Priority
Highway 1 Intersection Improvements	SF211	Planning	\$5,000,000	II

Project Description: Intersection improvements are needed at the intersections of State Highway 1 and County Road 9 and County Road 62E associated with the opening of a new high school and for the long-term traffic needs of the Town. A conceptual design is nearly completed, and funding will be needed for final engineering design, right-of-way acquisition, utility relocation and construction. There are sources for federal transportation grants that will be pursued to offset some of the costs of the intersection improvements. Adjacent future developments will also be partners in funding the improvements.

- **Estimated Total 3 Year Project Cost:** \$5,000,000
- **Estimated 2022 Project Cost:** \$750,000 (engineering design and right-of-way acquisition)
- **Estimated 2023 Project Cost:** \$2,250,000 (construction)
- **Estimated 2024 Project Cost:** \$2,000,000 (construction)
- **Estimated Completion Date:** 2024

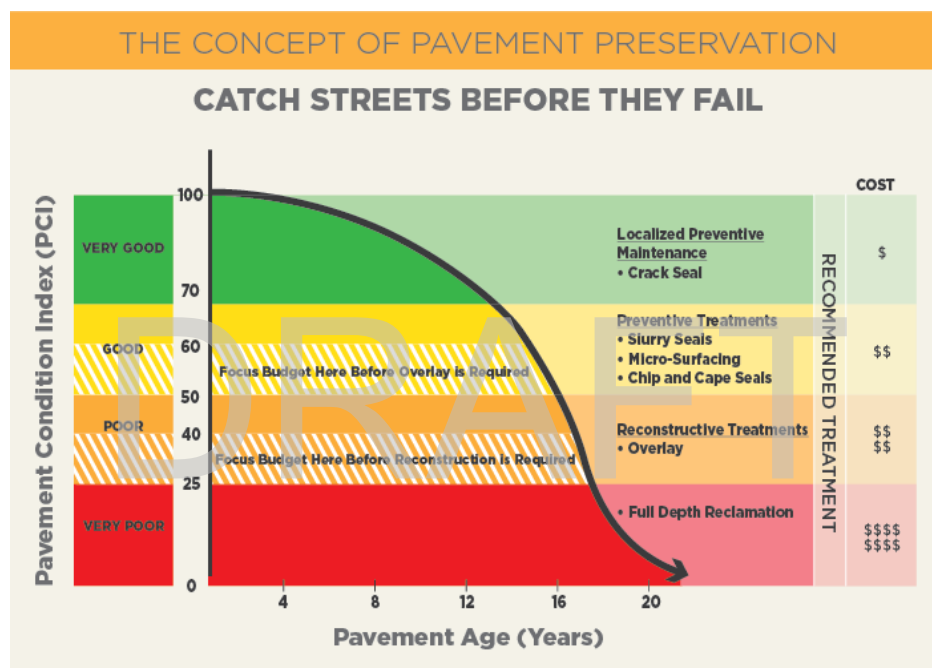


	2022	2023	2024	2025	2026	Total
Project Amount	\$750,000	\$2,250,000	\$2,000,000	\$0	\$0	\$5,000,000

Project Title	Project Number	Department	Project Cost	Priority
Pavement Study	SF202	PW - Streets	\$44,000	II

Project Description: The Pavement Study will assess the condition of Wellington streets and provide conceptual long-range planning information to prioritize, schedule and budget on-going street maintenance and repair.

- **Estimated Total Project Cost:** \$44,000
- **Estimated Completion Date:** 2022

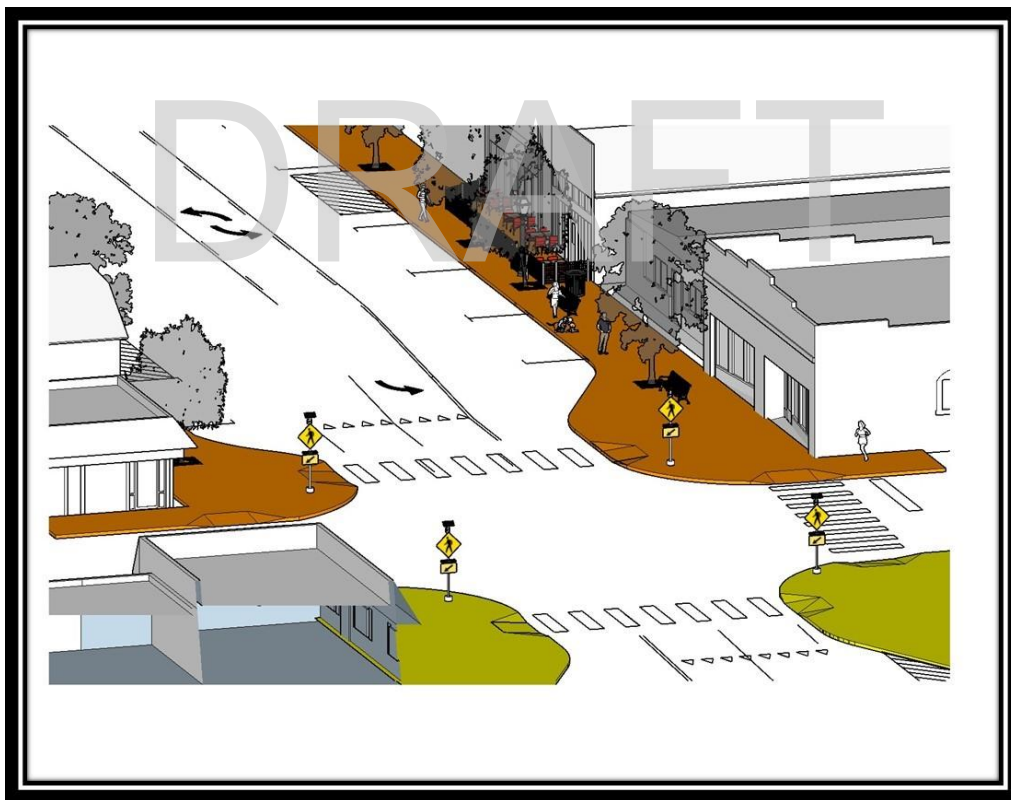


	2022	2023	2024	2025	2026	Total
Project Amount	\$44,000	\$0	\$0	\$0	\$0	\$44,000

Project Title	Project Number	Department	Project Cost	Priority
Cleveland Ave Improvements	SF221	PW - Streets	\$2,000,000	I

Project Description: In late spring of 2021, the Town developed a conceptual plan for improvements to be undertaken and funded by the Revitalizing Main Street Program administered by CDOT. Unfortunately, the \$2,000,000 requested was not awarded. After reaching out to CDOT, the primary issue limiting the opportunity for the award was the timing necessary for design and construction phase of the project. Staff is aware of the continuation of this grant program and will work to eliminate short comings of the previous grant application.

- **Estimated 2022 Year Total Project Cost:** \$2,000,000
- **2022 Estimated Expenditures:** \$400,000
- **Estimated Completion Date:** 2023

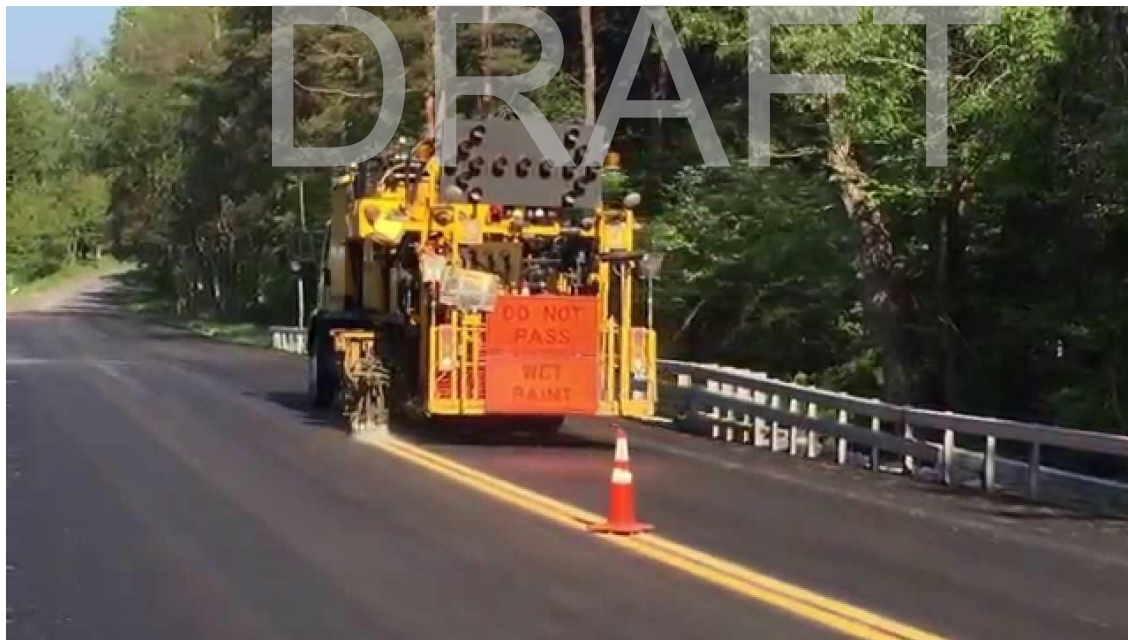


	2022	2023	2024	2025	2026	Total
Project Amount	\$400,000	\$1,600,000	\$0	\$0	\$0	\$2,000,000

Project Title	Project Number	Department	Project Cost	Priority
Epoxy Street Striping	SF222	PW - Streets	\$160,000	II

Project Description: Staff has previously used street paint materials best suited for the equipment the Town has available. Though adequate for side streets, major collectors have higher traffic counts. Utilizing the two-part epoxy paint and reflective glass beads is the standard in municipal roadway striping, and it will provide an estimated four to five years of zero maintenance. The focus areas will be Washington, Jefferson, and GW Bush on both sides of I-25. There will be double yellow lines as necessary, and this would provide bike lanes per Wellington standard details. The next step for the use of this epoxy paint product will be cross walks and stop bars at locations throughout town.

- **Estimated Total Project Cost:** \$160,000
- **2022 Estimated Expenditures:** \$40,000
- **Estimated Completion Date:** 2025



	2022	2023	2024	2025	2026	Total
Project Amount	\$40,000	\$40,000	\$40,000	\$40,000	\$0	\$160,000

Project Title	Project Number	Department	Project Cost	Priority
Road Off-site Improvements Reimburse – Saddleback Subdivision (Development Agreement)	SF241	Planning	\$183,600	I

Project Description: Requirement of executed development agreement for Saddleback Subdivision. The Town required the developer of the Saddleback Subdivision to make off-site road improvements to Ronald Reagan Ave. and G.W. Bush Ave. adjacent to and serving the development. The development agreement provides that the Town would participate in sharing a portion of the costs to improve the roadways. The development agreement provides that a payment be made annually from funds set aside from collection of road impact fees collected at the time of building permit issuance for lots within the subdivision. The development has not yet begun construction, so no reimbursement is expected until future years when construction of the required public improvements are installed and accepted. The obligation to reimburse for the off-site road improvements is included in the CIP for reference and will be updated when a schedule is identified.

- **Estimated Total Project Cost:** \$183,600
- **Estimated 2022 Project Cost:** \$0
- **Estimated Completion Date:** 2026



	2022	2023	2024	2025	2026	Total
Project Amount	\$0	\$0	\$60,000	\$60,000	\$63,600	\$183,600

Project Title	Project Number	Department	Project Cost	Priority
Leak Repair Trailer	Equipment	PW – C & D	\$38,000	I

Project Description: The Town's Collection & Distribution Department lacks the proper storage and preparedness to fight a major water main break. Pumps, tools, saws, and other equipment are currently scattered around the Town at different facilities. The ability to respond rapidly to water main breaks and initiate repairs are critical to the Town residents and to prevent further damage to other infrastructure. Speed, organization, and safety are key. The purpose of the Leak Repair Trailer would be to remedy the current lack of organization. The trailer would be outfitted with tools the Town already owns, as well as a few additions in other CIPs to follow.

- **Estimated Total Project Cost:** \$38,000
- **2022 Estimated Expenditures:** \$38,000
- **Estimated Completion Date:** 2022



	2022	2023	2024	2025	2026	Total
Project Amount	\$38,000	\$0	\$0	\$0	\$0	\$38,000

Project Title	Project Number	Department	Project Cost	Priority
Vehicle Replacement	Equipment	PW - Water	\$30,000	III

Project Description: This item includes the purchase of new vehicles as needed for future new field employees. Also included, is the replacement of older vehicles that have reached a point where they are no longer reliable or cost-effective to maintain.

- **Estimated Total Project Cost:** \$30,000
- **Estimated Completion Date:** Ongoing



	2022	2023	2024	2025	2026	Total
Project Amount	\$0	\$0	\$30,000	\$0	\$0	\$30,000

Project Title	Project Number	Department	Project Cost	Priority
Front End Loader	Equipment	PW - Water	\$225,000	I

Project Description: With the expansion of the WTP, it will be critical to have a dedicated front-end loader at the plant for deliveries of chemicals, supplies, and sludge removal. The actual make and model will be determined as the future needs of the plant are finalized through the design process for the plant expansion.

- **Total Project Cost:** \$225,000
- **Estimated Completion Date:** 2024

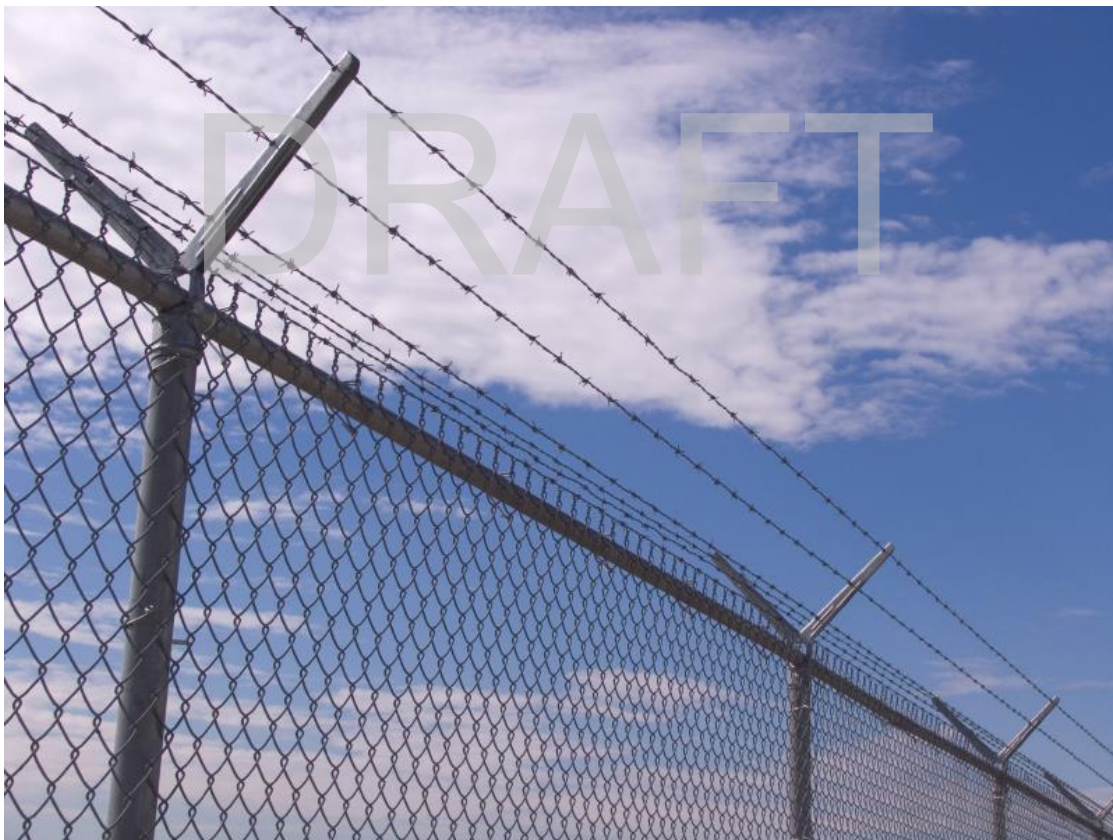


	2022	2023	2024	2025	2026	Total
Project Amount	\$0	\$0	\$225,000	\$0	\$0	\$225,000

Project Title	Project Number	Department	Project Cost	Priority
Security Fence	WF221	PW - Water	\$50,000	I

Project Description: The existing fence is not secure, and it would be removed and replaced with a proper 6' chain link topped with 3 barbwire strand. This would provide a secure perimeter around the entire plant site. Fencing the entire site at this time will provide construction security when our contractors become mobilized. Installing this fencing in early 2023 will eliminate the need for portable fencing being brought in by the contractor for security of equipment and supplies.

- **Estimated Total Project Cost:** \$50,000
- **2022 Estimated Expenditures:** \$0
- **Estimated Completion Date:** 2023



	2022	2023	2024	2025	2026	Total
Project Amount	\$0	\$50,000	\$0	\$0	\$0	\$50,000

Project Title	Project Number	Department	Project Cost	Priority
Security Improvements	WF222	PW - Water	\$40,000	I

Project Description: The Water Treatment Plant needs to update security on all facilities. One area that the plant operators have identified as top priority is facility doors. This project would consist of removing the existing keylocks and keypad systems and replacing those with new keylocks and keypads on exterior entry doors throughout the plant. The new lock systems would be compatible with the proposed design for the plant's upcoming expansion.

- **Estimated Total Project Cost:** \$40,000
- **2022 Estimated Expenditures:** \$40,000
- **Estimated Completion Date:** 2022



	2022	2023	2024	2025	2026	Total
Project Amount	\$40,000	\$0	\$0	\$0	\$0	\$40,000

Project Title	Project Number	Department	Project Cost	Priority
Lighting Protection	WF223	PW - Water	\$195,000	I

Project Description: In 2021, the Risk and Resiliency Assessment (RRA) identified the lack of lightening protection as the top threat to the plant. Without this protection, there are critical electrical components at risk. There have been two recent lightning strikes, and the one strike knocked out the influent and effluent flow meters which are required for monthly reporting. The second strike disabled all communication within the plant's SCADA system resulting in the plant shutting down. Without the ability to communicate the alarms back to the SCADA system, the operators did not receive alarm calls for several hours until communications were restored. Proper lightning protection would help prevent events like these from occurring, as well as assist in the longevity of the costly electrical components at the plant. Since lightening protection is being implemented into the design of the new buildings for the WTP expansion, this project would involve installation of lightening protection at the plant's existing buildings.

- **Estimated Total Project Cost:** \$195,000
- **2022 Estimated Expenditures:** \$195,000
- **Estimated Completion Date:** 2022



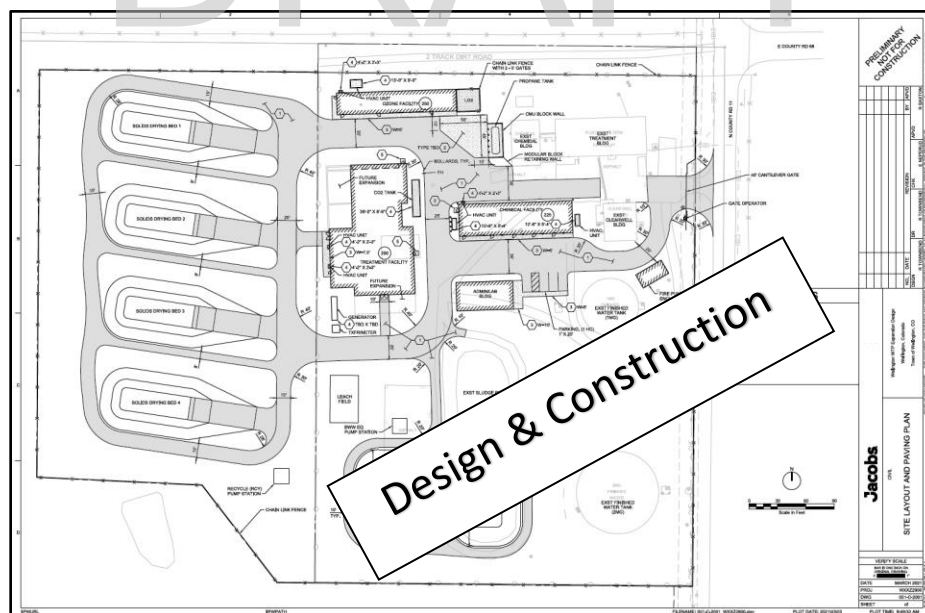
	2022	2023	2024	2025	2026	Total
Project Amount	\$195,000	\$0	\$0	\$0	\$0	\$195,000

Project Title	Project Number	Department	Project Cost	Priority
Water Treatment Plant Expansion	WF182	PW - Water	\$33,203,140	I

Project Description: The design phase of this project is underway with Jacobs as the Engineer and HP-Hydro as the CMAR Contractor. The 60 percent design package was received from Jacobs at the end of August 2021, and the corresponding 60 percent cost estimate is expected from HP-Hydro in early October 2021. The 90 percent design package, Guaranteed Maximum Price (GMP), and 100 percent design package are all expected to be completed in March and April 2022. Pending CDPHE approval, construction is anticipated to commence in May or June 2022 with expected completion in May 2024.

All costs pertaining to this project are based on the 30 percent construction cost estimate (\$27,852,814) which is inclusive of value engineering savings of (\$1,568,796), plus a 3 percent cost escalation (\$835,584), plus engineering fees (\$3,405,278), plus HP-Hydro preconstruction fees (\$117,167), plus contingencies for other miscellaneous cost that may arise during construction and an Administration Building and Lab (\$850,000) plus an assumed cost for materials testing during construction (\$125,000) and miscellaneous costs that have occurred and been paid (\$17,296). [Total = \$33,203,140]

- **Estimated Total Project Cost:** \$33,203,140
- **2022 Estimated Expenditures:** \$10,162,134
- **Estimated Completion Date:** June 2024
- **GL #:** 211-80-4010



	Prior Cost ₁	2022	2023	2024	2025	2026	Total
Project Amount	\$1,013,513	\$10,162,134	\$12,623,228	\$9,404,265	\$0	\$0	\$33,203,140

1. Prior cost includes Jacobs and HP-Hydro fees paid through August 1, 2021 (\$885,309 & \$110,908, respectively), geotech. Report update (\$3,800), intake divers (\$6,868), and hazmat survey (\$6,628). Does not include past Stantec and original geotech fees or Jacobs' Independent Review.

Project Title	Project Number	Department	Project Cost	Priority
Tank Coatings	WF184	PW - Water	\$35,000	II

Project Description: This project consists of re-coating the exterior of both finished water storage tanks located at the WTP site. The current coatings are original on both the 1MG and the 2MG and are badly deteriorated.

- **Estimated Total Project Cost:** \$35,000
- **Estimated Completion Date:** 2023



	2022	2023	2024	2025	2026	Total
Project Amount	\$0	\$35,000	\$0	\$0	\$0	\$35,000

Project Title	Project Number	Department	Project Cost	Priority
Disinfection byproduct rule compliance (Tank Aeration)	WF185	PW - Water	\$140,000	II

Project Description: The disinfection byproduct rule has continually proven challenging to meet, due to the piping configuration of water tanks. Tank aeration would help improve disinfection byproducts, water age, and overall quality of the water held in the storage tanks.

- **Estimated Total Project Cost:** \$140,000
- **Estimated Completion Date:** 2023



	2022	2023	2024	2025	2026	Total
Project Amount	\$0	\$140,000	\$0	\$0	\$0	\$140,000

Project Title	Project Number	Department	Project Cost	Priority
Wilson Wells Improvements	WF187	PW - Water	\$468,737	II

Project Description: Several elements of the past project were deferred. The pumps, piping, valves, flow meters, controls, and power upgrades were completed in 2020, and those new improvements are functioning as planned. The wells were video-inspected, well casings were replaced, and the wells were sonic-cleaned. New lighting was installed, and interior painting was also completed in 2020.

The deferred elements of the project include the following: For the south wellhouse in 2022, replacement of the aged, unsafe, metal hatches with a new concrete cover and new access hatches (including engineering inspection and design); installation of interior aluminum stairway; exterior concrete pad walkway; and permanent security fencing with gates. For the north wellhouse in 2023, installation of new interior concrete stairs and aluminum handrail over the existing unsafe stairs; new platform, stairs, and handrail to replace aged, unsafe wooden stairs; replacement of existing wooden entry door with secure metal door with proper locks and frames; installation of corrugated metal interior ceiling with insulation; proper heating and ventilation (for both well houses); new asphalt roofing with new roof hatches; new security fencing with proper gates and locking mechanisms; exterior concrete walkway; and exterior painting.

- **Estimated Total Project Cost:** \$468,737
- **2022 Estimated Expenditures:** \$86,000
- **Estimated Completion Date:** 2023
- **GL #:** 211-80-4014



	Prior Cost	2022	2023	2024	2025	2026	Total
Project Amount	\$382,737	\$86,000	\$0	\$0	\$0	\$0	\$468,737

Project Title	Project Number	Department	Project Cost	Priority
Nano Plant Expansion	WF188	PW - Water	\$74,565	I

Project Description:

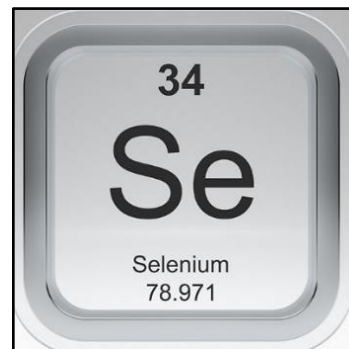
CIP planned items for installation into the Town's Nano/RO water treatment facility in 2021 included bulk chemical tanks, a control narrative, and automated valves. These items were not implemented.

Concentrate from the Nano/RO (NF/RO) units is discharged to the Town's sewer system. The concentrate is high in selenium sourced from the Wilson Wells, causing the wastewater treatment plant (WWTP) to exceed its permit limit set at 3.2 ug/l. In November 2020, Wellington contracted with Jacobs Engineering Group to investigate selenium treatment strategies. Jacobs reported that selenium treatment would come with an extremely high price tag. The capital cost, operation cost, procurement schedule, operational restrictions and large footprint create significant impediments to the viability of selenium treatment.

In September 2020, the Town's WWTP was issued an initial compliance order extension by Colorado Department of Public Health and Environment (CDPHE) to reduce the selenium concentration in its discharge with a compliance date of December 31, 2021. In March 2021, Wellington formally requests a five-year extension to its selenium treatment compliance schedule during which time the Town may complete expansion of its surface water sourced water treatment plant and concurrently decide on the fate of its NF/RO treatment and use of Wilson Wells for potable water with respect to its impending selenium treatment.

To comply with the five-year schedule that was submitted to CDPHE as part of the recent compliance schedule modification, an engineering study is required in 2022 to address future use of the NF/RO units and groundwater sourced from Wilson Wells. The study would consider the possibility of relocating the NF/RO units to the Town's main water treatment plant where it could be sourced from surface water. Depending on scope, it may include conceptually designs, operational requirements, placement of units, structural assessments, power requirements, hydraulics, and cost estimates.

- **Estimated Total Project Cost:** \$74,565
- **2022 Estimated Expenditures:** \$65,000
- **Estimated Completion Date:** 2022



	Prior Cost	2022	2023	2024	2025	2026	Total
Project Amount	\$9,565	\$65,000	\$0	\$0	\$0	\$0	\$74,565

Project Title	Project Number	Department	Project Cost	Priority
Filter Media Replacement	WF214	PW - Water	\$125,000	I

Project Description: The filters associated with the flocculation/sedimentation process at the main plant need rehabilitation and/or replacement.

- **Estimated Total Project Cost:** \$125,000
- **2022 Estimated Expenditures:** \$125,000
- **Estimated Completion Date:** 2022



	2022	2023	2024	2025	2026	Total
Project Amount	\$125,000	\$0	\$0	\$0	\$0	\$125,000

Project Title	Project Number	Department	Project Cost	Priority
Pretreatment Sonde	WF215	PW - Water	\$40,000	II

Project Description: The main plant draws raw water from a shallow reservoir, which is subject to fluctuating water quality. This seven-sensor sonde is configured for pH, temperature, ORP, Conductivity, Chlorophyll A, and Cyanobacteria (Blue Green Algae). Understanding these parameters will increase operators' ability to analyze water quality issues and proactively adjust treatment processes accordingly.

- **Estimated Total Project Cost:** \$40,000
- **2022 Estimated Expenditures:** \$0
- **Estimated Completion Date:** 2024



	2022	2023	2024	2025	2026	Total
Project Amount	\$0	\$0	\$40,000	\$0	\$0	\$40,000

Project Title	Project Number	Department	Project Cost	Priority
Covered Equipment Storage	WF217	PW - Water	\$60,000	III

Project Description: This storage facility will provide a secure, climate-protected place to store equipment. The location will be planned to work in conjunction with the plant expansion project.

- **Estimated Total Project Cost:** \$60,000
- **2022 Estimated Expenditures:** \$0
- **Estimated Completion Date:** 2024



	2022	2023	2024	2025	2026	Total
Project Amount	\$0	\$0	\$60,000	\$0	\$0	\$60,000

Project Title	Project Number	Department	Project Cost	Priority
Bulk Water Dispenser	WF201	PW - Water	\$80,000	III

Project Description: The bulk water dispenser station has outdated equipment which has become obsolete for repair and maintenance. The Town would like to transition to an upgraded machine to enable credit card, or account card, capabilities for the customers. The dispensing terminal may need a small upgrade, but the existing infrastructure including the water meter and water line should be compatible with a new system.

- **Estimated Total Project Cost:** \$80,000
- **2022 Estimated Expenditures:** \$0
- **Estimated Completion Date:** 2024



	2022	2023	2024	2025	2026	Total
Project Amount	\$0	\$0	\$80,000	\$0	\$0	\$80,000

Project Title	Project Number	Department	Project Cost	Priority
Fire Hydrant Replacement	WF204	PW – C & D	\$274,104	I

Project Description: This project is for the rehabilitation of the older fire hydrants in Town. The fire hydrants are in older areas of town and do not meet current standards for flowrate or operation. This program includes replacement of six hydrants per year for three years.

- **Estimated Total Project Cost:** \$274,104
- **2022 Estimated Expenditures:** \$66,000
- **Estimated Completion Date:** 2024



	Prior Cost	2022	2023	2024	2025	2026	Total
Project Amount	\$60,000	\$66,000	\$72,600	\$75,504	\$0	\$0	\$274,104

Project Title	Project Number	Department	Project Cost	Priority
Distribution System Masterplan	WF205	PW – C & D	\$60,000	I

Project Description: The current distribution masterplan is incomplete and was based on a modeling system that is no longer available or supported. This proposed project includes a new distribution system model, identification of a water main and/or pumping improvements, and alternatives analysis. This masterplan will look forward to future growth within the Growth Management Area (GMA) to allow for intermediate water main oversizing and capital improvements needed to serve future growth.

- **Estimated Total Project Cost:** \$60,000
- **2022 Estimated Expenditures:** \$0
- **Estimated Completion Date:** 2023



	2022	2023	2024	2025	2026	Total
Project Amount	\$0	\$60,000	\$0	\$0	\$0	\$60,000

Project Title	Project Number	Department	Project Cost	Priority
Buffalo Creek Booster Station Upgrade	WF206	PW – C & D	\$25,000	I

Project Description: The Buffalo Creek Booster Station provides flow and pressure to areas located in the northwest area of town, such as Buffalo Creek and planned future developments. The station was not constructed with VFDs or adequate control systems, which impacts operation and consistent performance.

- **Estimated Total Project Cost:** \$25,000
- **2022 Estimated Expenditures:** \$0
- **Estimated Completion Date:** 2023



	2022	2023	2024	2025	2026	Total
Project Amount	\$0	\$25,000	\$0	\$0	\$0	\$25,000

Project Title	Project Number	Department	Project Cost	Priority
Distribution System Improvement Projects	WF207	PW – C & D	\$276,281	I

Project Description: Many water distribution pipes in the older areas of town are asbestos-cement (AC) or ductile iron. These older types of pipe are often subject to failure and leakage. This is a proposed ongoing program to rehabilitate or replace these pipes. Replacement is typically the preferred option, but it is sometimes cost prohibitive due to the need to protect or replace surface improvements damaged by construction. Rehabilitation is likely to consist of Cured-in-Place-Piping (CIPP), which does not require excavation.

- **Estimated Total Project Cost:** \$276,281
- **2022 Estimated Expenditures:** \$50,000
- **Estimated Completion Date:** 2025



	2022	2023	2024	2025	2026	Total
Project Amount	\$50,000	\$52,500	\$55,125	\$57,881	\$60,775	\$276,281

Project Title	Project Number	Department	Project Cost	Priority
Water Efficiency Program	WF218	PW - Water	\$772,000	III

Project Description: In alignment with the Town's 2018 Municipal Water Efficiency Plan, the Town plans to replace 2,000 existing meters in residential homes with an automatic iPERL system meter. Along with this replacement, the Town looks to install an Advanced Metering (AMI) system that can populate real-time data to detect leaks, back flow, etc. This will help limit water waste and allows residents to track their consumption. The Municipal Water Efficiency Plan detected this AMI system to be the most beneficial for the Town in water savings. This funding also allows the Town to provide water conservation programming and resources, rebate programs, irrigation audits, etc. to best equip the Town's residents to be successful in conserving water.

- **Estimated Total Project Cost:** \$772,000
- **2022 Estimated Expenditures:** \$240,000
- **Estimated Completion Date:** 2024
- **GL #:** 211-80-5013



	Prior Cost	2022	2023	2024	2025	2026	Total
Project Amount	\$160,000	\$240,000	\$177,000	\$195,000	\$0	\$0	\$772,000

Project Title	Project Number	Department	Project Cost	Priority
Water Over-sizing Reimburse – Saddleback Subdivision (Development Agreement)	WF241	Planning	\$301,182	I

Project Description: Requirement of executed development agreement for Saddleback Subdivision. The Town required the developer of the Saddleback Subdivision to over-size waterlines within and adjacent to the project in anticipation of needing the increased sizes to accommodate future development. In accordance with Town policy, the difference in cost of the oversizing is paid for by the Town. The development agreement provides that a payment be made annually from funds set aside from collection of water impact fees collected at the time of building permit issuance for lots within the subdivision. The development has not yet begun construction, so no reimbursement is expected until future years when construction of the required public improvements are installed and accepted. The obligation to reimburse for the oversizing is included in the CIP for reference and will be updated when a schedule is identified.

- **Estimated Total Project Cost:** \$301,182
- **Estimated 2022 Project Cost:** \$0
- **Estimated Completion Date:** Future years



	2022	2023	2024	2025	2026	Total
Project Amount	\$0	\$0	\$100,000	\$100,000	\$101,182	\$301,182

Project Title	Project Number	Department	Project Cost	Priority
Water Source Development	WD18	PW - Water	\$22,498,935	I

Project Description: Purchase of water shares. The plan is to expend exactly what we bring in each year in order to secure long term water rights for the Town.

- **Estimated Total 5 Year Project Cost:** \$22,498,935
- **2022 Estimated Expenditures:** \$3,283,731
- **Estimated Completion Date:** Ongoing



	2022	2023	2024	2025	2026	Total
Project Amount	\$2,100,000	\$2,653,520	\$4,975,350	\$6,268,941	\$6,501,124	\$22,498,935

Project Title	Project Number	Department	Project Cost	Priority
Vehicle Replacement	Equipment	PW - Sewer	\$30,000	III

Project Description: This item includes the purchase of new vehicles as needed for future new field employees. Also included, is the replacement of older vehicles that have reached a point where they are no longer reliable or cost-effective to maintain.

- **Estimated Total Project Cost:** \$30,000
- **2022 Estimated Expenditures:** \$0
- **Estimated Completion Date:** Ongoing



	2022	2023	2024	2025	2026	Total
Project Amount	\$0	\$0	\$30,000	\$0	\$0	\$30,000

Project Title	Project Number	Department	Project Cost	Priority
Zero Turn Mower	Equipment	PW - Sewer	\$9,000	II

Project Description As the plant expands, additional open space will need maintenance by the operators. As a result, a dedicated mower is needed.

- **Estimated Total Project Cost:** \$9,000
- **2022 Estimated Expenditure:** \$0
- **Estimated Completion Date:** 2023



	2022	2023	2024	2025	2026	Total
Project Amount	\$0	\$9,000	\$0	\$0	\$0	\$9,000

Project Title	Project Number	Department	Project Cost	Priority
WWTP Pumps	WWF181	PW - Sewer	\$47,000	I

Project Description: The older pumps at WWTP require replacement. New pumps would reduce cost by being more energy efficient.

- **Estimated Total Project Cost:** \$47,000
- **2022 Estimated Expenditures:** \$22,000
- **Estimated Completion Date:** 2023



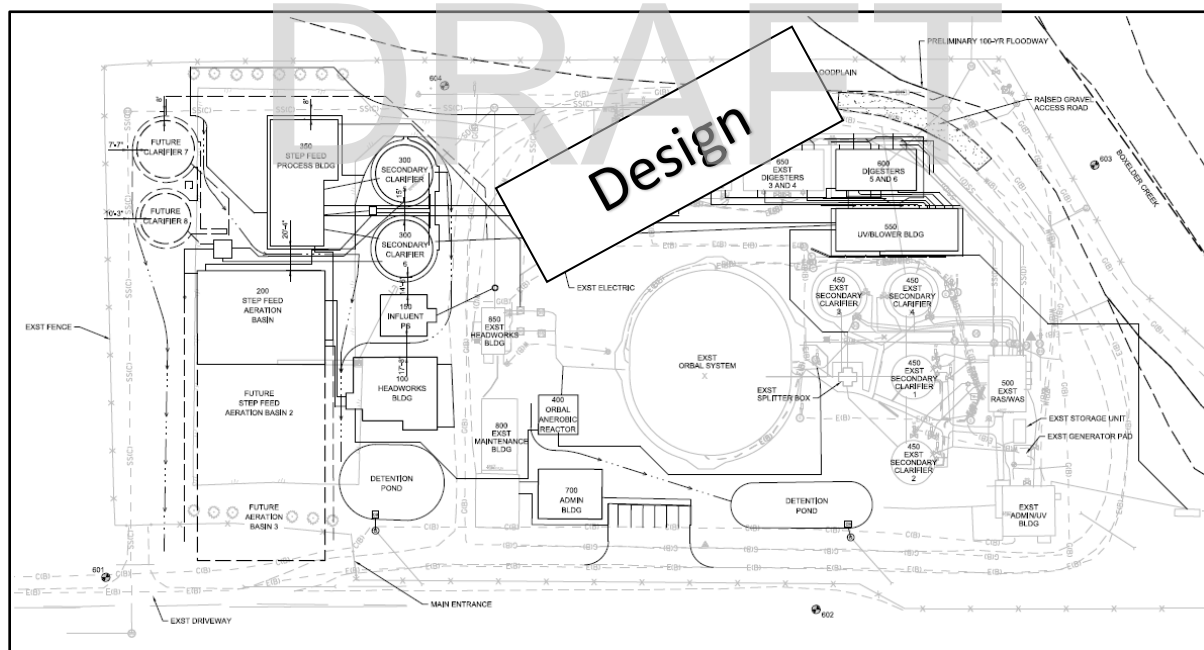
	2022	2023	2024	2025	2026	Total
Project Amount	\$22,000	\$25,000	\$0	\$0	\$0	\$47,000

Project Title	Project Number	Department	Project Cost	Priority
Wastewater Treatment Plant Expansion Design	WWF211	PW - Sewer	\$5,238,223	I

Project Description: The design phase of this project is underway with Jacobs as the Engineer and Moltz as the CMAR Contractor. The 60 percent design package was received from Jacobs at the end of August 2021, and the corresponding 60 percent cost estimate is expected from Moltz in late September 2021. The 90 percent design package, Guaranteed Maximum Price (GMP), and 100 percent design package are all expected to be completed by March 2022.

This phase of this project includes the following costs: All of Jacobs' fees, including the Utility Plan and plant design and construction management (\$5,056,539); Moltz' preconstruction fees (\$127,204); CDPHE review fees (\$44,740); and hazmat survey fees (\$9,740). [Total = \$5,238,223]

- **Estimated Total Project Cost:** \$5,238,223
- **2022 Estimated Expenditures:** \$2,106,026
- **Estimated Completion Date:** April 2024



	Prior Cost ₁	2022	2023	2024	2025	2026	Total
Project Amount	\$1,026,172	\$2,106,026	\$1,263,615	\$842,410	\$0	\$0	\$5,238,223

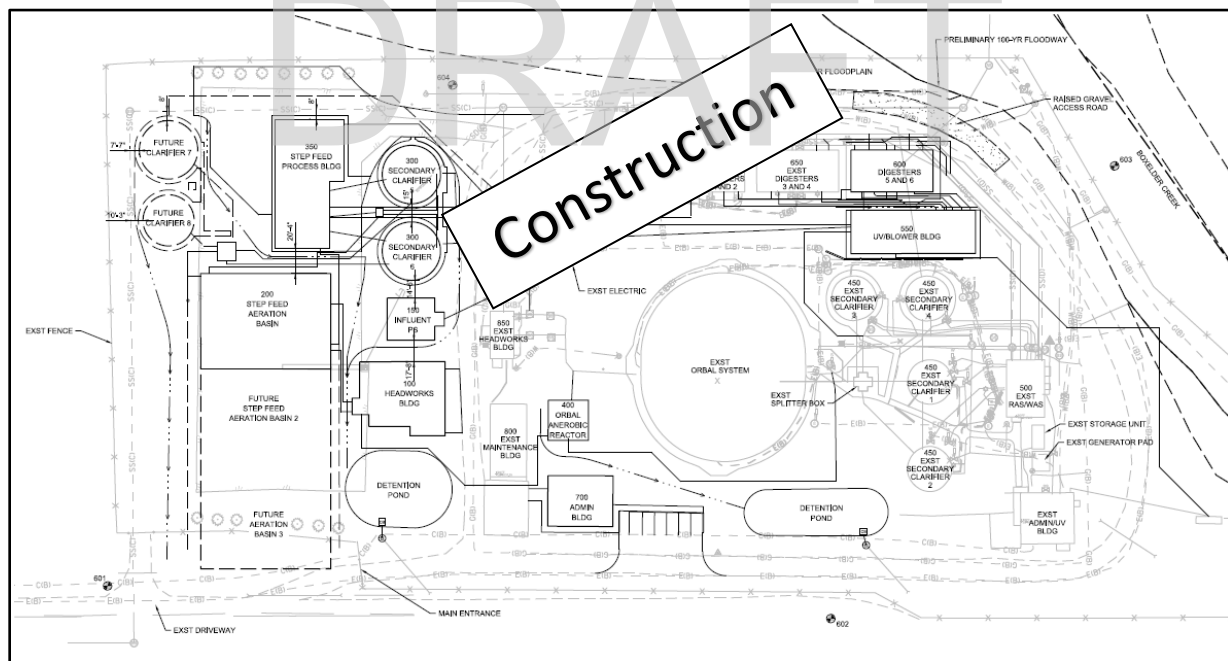
1. Prior cost includes Jacobs and Moltz fees paid through August 1, 2021 (\$944,982 & \$26,710, respectively), CDPHE review fees paid (\$44,740), and hazmat survey fees paid (\$9,740).

Project Title	Project Number	Department	Project Cost	Priority
Wastewater Treatment Plant Expansion Construction	WWF241	PW - Sewer	\$40,645,799	I

Project Description: The 90 percent design package, Guaranteed Maximum Price (GMP), and 100 percent design package are all expected to be completed by March 2022. Pending CDPHE approval and SRF loan procurement, construction is anticipated to commence in April or May 2022 with expected completion in April 2024.

All costs pertaining to this phase of the project are based on the 30 percent cost estimate (\$39,049,319, which is inclusive of value engineering savings of approximately \$1.8M), plus a 3 percent cost escalation (\$1,171,480), plus an assumed cost for materials testing during construction (\$125,000) and contingencies for other miscellaneous costs that may arise during construction (\$300,000). [Total = \$40,645,799]

- **Estimated Total Project Cost:** \$40,645,799
- **2022 Estimated Expenditures:** \$12,193,740
- **Estimated Completion Date:** April 2024



	Prior Cost ₁	2022	2023	2024	2025	2026	Total
Project Amount	\$0	\$12,193,740	\$16,258,319	\$12,193,740	\$0	\$0	\$40,645,799

1. As of August 1, 2021, there were no prior costs established for the construction phase of this project.

Project Title	Project Number	Department	Project Cost	Priority
Wastewater Line Improvement Project	WWF212	PW - Sewer	\$948,228	I

Project Description: There are safety operational line improvements needed for the wastewater sewer lines for upcoming projects such as the WWTP expansion. Several lines are in need of full replacement and/or rehabilitation. This project would ensure the operator safety and service reliability which will also provide safe working environment for Town employees.

- **Estimated Total Project Cost:** \$948,228
- **2022 Estimated Expenditures:** \$0
- **Estimated Completion Date:** 2026



	2022	2023	2024	2025	2026	Total
Project Amount	\$0	\$220,000	\$231,000	\$242,550	\$254,678	\$948,228

Project Title	Project Number	Department	Project Cost	Priority
Manhole Rehabilitation	WWF204	PW - Sewer	\$154,304	I

Project Description: The sewer collection system is subject to wear and deterioration which needs to be addressed on an on-going basis, particularly in older areas of Town. The proposed funding will allow for the highest priority manhole repairs to be completed on an on-going annual basis into the future.

- **Estimated Total Project Cost:** \$154,304
- **2022 Estimated Expenditures:** \$0
- **Estimated Completion Date:** 2026



	Prior Cost	2022	2023	2024	2025	2026	Total
Project Amount	\$25,000	\$0	\$30,000	\$31,500	\$33,075	\$34,729	\$154,304

Project Title	Project Number	Department	Project Cost	Priority
RRA and ERP	WWF221	PW - Sewer	\$75,000	I

Project Description: A Risk and Resiliency Assessment (RRA) and Emergency Action Plan (ERP) was completed for Wellington's water system in 2021 per an EPA mandate. Although not EPA mandated, an RRA and ERP is equally important for our community's wastewater system. Furthermore, it is highly recommended that this assessment and plan be prepared in conjunction with the current wastewater plant expansion, particularly where discharge permits are being reviewed and plant security is being implemented into the design. The main points involved in completing this study are as follows:

- The risk to the system from malevolent acts and natural hazards
 - The resilience of the pipes and constructed conveyances, physical barriers, source water, water collection and intake, pretreatment, treatment, storage and distribution facilities, electronic, computer, or other automated systems (including the security of such systems) which are utilized by the system
 - The monitoring practices of the system
 - The financial infrastructure of the system
 - The use, storage, or handling of various chemicals by the system
 - The operation and maintenance of the system.
- **Estimated Total Project Cost:** \$75,000
 - **2022 Estimated Expenditures:** \$75,000
 - **Estimated Completion Date:** 2022



	2022	2023	2024	2025	2026	Total
Project Amount	\$75,000	\$0	\$0	\$0	\$0	\$75,000

Project Title	Project Number	Department	Project Cost	Priority
Security Fence WWTP Plant Site	WWF231	PW - Sewer	\$165,000	I

Project Description: The current perimeter fence at Wellington’s Wastewater Treatment Plant (WWTP) is 20-year-old sheep fence that was installed when the plant was constructed. The fence is far from providing any sort of security and needs to be replaced. The Town also owns 5 acres to the west of the existing fenced property that is currently not fenced. The existing fence would be removed and replaced with a proper 6’ chain link topped with 3 barbwire strand, forming a secured perimeter around the entire site that is owned by the Town, including the additional 5 acre parcel. Fencing the entire site at this time, prior to construction, will provide construction security when our contractor becomes mobilized in 2022 and during the entire project. Installing this fencing in early 2022 will further work as cost savings in the expansion project, eliminating the need for portable fencing being brought in by the contractor for security along with markups passed down to the Town on top of rental fees.

- **Estimated Total Project Cost:** \$165,000
- **2022 Estimated Expenditures:** \$165,000
- **Estimated Completion Date:** 2022



	2022	2023	2024	2025	2026	Total
Project Amount	\$165,000	\$0	\$0	\$0	\$0	\$165,000

Project Title	Project Number	Department	Project Cost	Priority
Lightening Protection	WWF222	PW - Sewer	\$115,000	I

Project Description: The lack of lightening protection at the Town's water treatment facilities was identified the number 1 threat in the Risk and Resiliency Assessment (RRA) prepared in 2021 for the water system. Installation of lightening protection is a sound investment to protect the Town's costly investment at both plants. Electrical components that are relied upon for daily operation in our treatment facilities are currently threatened. In the past, two lightning strikes occurred at the Wastewater Treatment Plant (WWTP), one of which knocked out the influent and effluent flow meters which are required for monthly reporting. The second disabled all communication within the plant's SCADA system, resulting in the plant shutting down. Without the ability to communicate the alarms back to SCADA, the operators did not receive alarm calls for several hours until communications were restored. Proper lightning protection would help prevent events like these from reoccurring and will assist in the longevity of all the expensive electrical components at the plant. This project would involve installation of lightening protection at the plant's existing buildings only since lightening protection is being implemented into the design of the new buildings for the WWTP expansion.

- **Estimated Total Project Cost:** \$115,000
- **2022 Estimated Expenditures:** \$115,000
- **Estimated Completion Date:** 2022



	2022	2023	2024	2025	2026	Total
Project Amount	\$115,000	\$0	\$0	\$0	\$0	\$115,000

Project Title	Project Number	Department	Project Cost	Priority
Security Improvements	WWF223	PW - Sewer	\$40,000	I

Project Description: Security on all wastewater treatment plant facilities needs updating. Plant operators have identified facility doors as a priority. This project would consist of removing the existing keylocks and keypad systems and replacing those with new keylocks and keypads on exterior entry doors throughout the plant. This would provide significant improvements to the plant's security, and the new system would be compatible with those that are currently being designed into the plant's expansion.

- **Estimated Total Project Cost:** \$40,000
- **2022 Estimated Expenditures:** \$40,000
- **Estimated Completion Date:** 2022



	2022	2023	2024	2025	2026	Total
Project Amount	\$40,000	\$0	\$0	\$0	\$0	\$40,000

Project Title	Project Number	Department	Project Cost	Priority
SCADA Upgrades	WWF224	PW - Sewer	\$80,000	I

Project Description: The Wastewater Treatment Plant's Supervisory Control and Data Acquisition (SCADA) communication and Input/Output (I/O) systems need improvements. The communication cards and other components are still utilizing an outdated fiber/coax system that is becoming obsolete. To facilitate continued reliable operation, these networks need to be replaced with ethernet based networks. This technology will be compatible with the future system installed with the plant expansion project. A substantial amount of programming work needs to be done, and this project would include updating the plant's alarm list and cleaning up old programming that is no longer needed. Furthermore, these improvements will allow the new SCADA server that was purchased in 2021 to operate at its full potential.

- **Estimated Total Project Cost:** \$80,000
- **2022 Estimated Expenditures:** \$35,000
- **Estimated Completion Date:** 2024



	2022	2023	2024	2025	2026	Total
Project Amount	\$35,000	\$25,000	\$20,000	\$0	\$0	\$80,000

Project Title	Project Number	Department	Project Cost	Priority
Equipment Cooling System	WWF225	PW - Sewer	\$10,000	I

Project Description: The Wastewater Treatment Plant has equipment cooling systems installed in numerous buildings around the site. Equipment cooling equipment is an essential piece of our overall daily operations. Keeping the main electrical cabinets that run our main processes cooled down is vital to daily success of meeting our discharge permit standards. Without the cooling equipment we have a high potential of having equipment shut down for extended periods of time. This budget would begin replacement of cooling equipment that has become obsolete and is being retained through the current expansion being designed.

- **Estimated Total Project Cost:** \$10,000
- **2022 Estimated Expenditures:** \$10,000
- **Estimated Completion Date:** 2022



	2022	2023	2024	2025	2026	Total
Project Amount	\$10,000	\$0	\$0	\$0	\$0	\$10,000

Project Title	Project Number	Department	Project Cost	Priority
Viewpoint Lift Station Upgrades	WWF226	PW - Sewer	\$560,000	I

Project Description:

- **Estimated Total Project Cost:** \$560,000
- **2022 Estimated Expenditures:** \$60,000
- **Estimated Completion Date:** 2024



	2022	2023	2024	2025	2026	Total
Project Amount	\$60,000	\$200,000	\$300,000	\$0	\$0	\$560,000

Project Title	Project Number	Department	Project Cost	Priority
Sewer Over-sizing Reimburse – Sage Meadows Subdivision (Development Agreement)	WWF213	Planning	\$204,600	I

Project Description: Requirement of executed development agreement for Sage Meadows Subdivision. The Town required the developer of the Sage Meadows Subdivision to over-size a sanitary sewer line within the project in anticipation of needing the increased size to accommodate future development. In accordance with Town policy, the difference in cost of the oversizing is paid for by the Town. The development agreement provides that a payment be made annually from funds set aside from collection of sewer impact fees collected at the time of building permit issuance for lots within the subdivision. \$160,050 was reimbursed in 2021. The remaining balance of the reimbursement amount is a total of \$44,550. An estimated \$32,175 is expected to be paid in 2022 and the remaining balance in 2023, depending on timing of remaining building permits to be issued.

- **Estimated Total Project Cost:** \$204,600
- **Expended in Prior Fiscal Year(s):** \$160,050
- **Estimated 2022 Project Cost:** \$32,175
- **Estimated 2023 Project Cost:** \$12,375
- **Estimated Completion Date:** 2023



	Prior Costs	2022	2023	2024	2025	2026	Total
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Project Amount	\$160,050	\$32,175	\$12,375	\$0	\$0	\$0	\$204,600
Project Title	Project Number	Department	Project Cost	Priority			
Sewer Over-sizing Reimburse – Saddleback Subdivision (Development Agreement)	WWF241	Planning	\$288,030	I			

Project Description: Requirement of executed development agreement for Saddleback Subdivision.

The Town required the developer of the Saddleback Subdivision to over-size a sanitary sewer line within the project in anticipation of needing the increased size to accommodate future development. In accordance with Town policy, the difference in cost of the oversizing is paid for by the Town. The development agreement provides that a payment be made annually from funds set aside from collection of sewer impact fees collected at the time of building permit issuance for lots within the subdivision. The development has not yet begun construction, so no reimbursement is expected until future years when construction of the required public improvements are installed and accepted. The obligation to reimburse for the oversizing is included in the CIP for reference and will be updated when a schedule is identified.

- **Estimated Total Project Cost:** \$288,030
- **Estimated 2022 Project Cost:** \$0
- **Estimated Completion Date:** 2026



	2022	2023	2024	2025	2026	Total
Project Amount	\$0	\$0	\$100,000	\$100,000	\$88,030	\$288,030

Project Title	Project Number	Department	Project Cost	Priority
Old Town Street Repair	SDF181	PW - Drainage	\$119,304	II

Project Description: Due to age and condition of the existing street infrastructure within Town, a strategic multi-year repair plan was previously developed to rehabilitate selected streets, curb/gutter and sidewalk in the Old Town area. This project represents the 6th year of a 6-year program for streets within the Old Town area. This program is scheduled to end in 2022.

- **Estimated Total Project Cost:** \$119,304
- **2022 Estimated Expenditures:** \$63,124
- **Estimated Completion Date:** 2022

Before



After



	Prior Cost	2022	2023	2024	2025	2026	Total
Project Amount	\$56,180	\$63,124	\$0	\$0	\$0	\$0	\$119,304

Project Title	Project Number	Department	Project Cost	Priority
Storm Drain and Pan Replacements	SDF182	PW - Drainage	\$235,791	II

Project Description: This is a program that was created in 2020 to address failing storm drainage appurtenances such as pans. As specific maintenance or replacement needs are identified, they will be added to a rolling list of potential projects for inclusion in this on-going program.

- **Estimated 5 Year Total Project Cost:** \$235,791
- **2022 Estimated Expenditures:** \$33,708
- **Estimated Completion Date:** 2026



	Prior Year	2022	2023	2024	2025	2026	Total
Project Amount	\$30,000	\$33,708	\$37,079	\$40,787	\$44,865	\$49,352	\$235,791

Project Title	Project Number	Department	Project Cost	Priority
Stormwater Master Plan	SDF183	PW - Drainage	\$200,000	II

Project Description:

- **Estimated 5 Year Total Project Cost:** \$200,000
- **2022 Estimated Expenditures:** \$110,000
- **Estimated Completion Date:** 2022

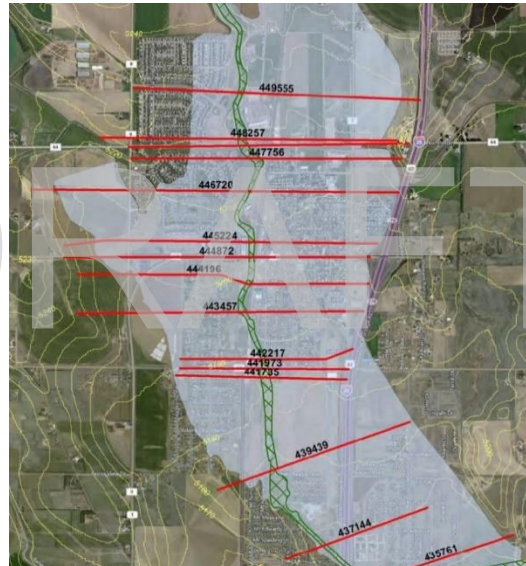


	Prior Year	2022	2022	2023	2024	2025	Total
Project Amount	\$90,000	\$110,000	\$0	\$0	\$0	\$0	\$200,000

Project Title	Project Fund	Department	Project Cost	Priority
B-Dams Phase 1 engineering/Improvement	SDF221	PW - Drainage	\$150,000	I

Project Description: The existing B-Dams located upstream of Wellington have been reclassified by the State as “High Hazard”. A collaborative effort by the affected jurisdictions (Wellington, Larimer County, Fort Collins, Timnath, and the North Poudre Irrigation Company) resulted in a finding that structural improvements will not be needed. However, a flood early warning system and an emergency response plan are required. This budget includes an estimated cost-share for Wellington to complete those items. Potential funding for ongoing maintenance will also be required in future years, however those costs are still being developed.

- **Estimated Total Project Cost:** \$150,000
- **Estimated Completion Date:** 2022



	2022	2023	2024	2025	2026	Total
Project Amount	\$150,000	\$0	\$0	\$0	\$0	\$150,000

Project Title	Project Fund	Department	Project Cost	Priority
Regional Drainage Improvements	SDF231	PW - Drainage	\$2,320,500	I

Project Description:

- **Estimated Total Project Cost:** \$2,320,500
- **Estimated Completion Date:** Ongoing



	2022	2023	2024	2025	2026	Total
Project Amount	\$0	\$500,000	\$550,000	\$605,000	\$665,500	\$2,320,500

Project Title	Project Number	Department	Project Cost	Priority
Stormwater Off-site Improvements Reimburse – Saddleback Subdivision (Development Agreement)	SDF241	Planning	\$61,200	I

Project Description: Requirement of executed development agreement for Saddleback Subdivision. The Town required the developer of the Saddleback Subdivision to design and construct off-site stormwater drainage improvements to accept and convey off-site stormwater discharged from an adjacent development across the property. The development agreement provides that the Town would participate in a portion of the costs to improve the off-site drainage improvements. The development agreement provides that a payment be made annually from funds set aside from collection of drainage impact fees collected at the time of building permit issuance for lots within the subdivision. The development has not yet begun construction, so no reimbursement is expected until future years when construction of the required public improvements are installed and accepted. The obligation to reimburse for the off-site drainage improvements is included in the CIP for reference and will be updated when a schedule is identified.

- **Estimated Total Project Cost:** \$61,200
- **Estimated 2022 Project Cost:** \$0
- **Estimated Completion Date:** Future years



	2022	2023	2024	2025	2026	Total
Project Amount	\$0	\$0	\$20,000	\$20,000	\$21,200	\$61,200

Project Title	Project Number	Department	Project Cost	Priority
Vehicle Replacement	Equipment	Parks and Recreation	\$30,000	I

Project Description: The Recreation staff does not have a vehicle currently and will need this item due to transporting field painters, equipment, and hitch a trailer to haul mowers (when needed to support parks).

- **Estimated Total Project Cost:** \$30,000
- **2022 Estimated Expenditure:** \$30,000
- **Estimated Completion Date:** February 2022



	2022	2023	2024	2025	2026	Total
Project Amount	\$30,000	\$0	\$0	\$0	\$0	\$30,000

Project Title	Project Number	Department	Project Cost	Priority
Parks Masterplan Update	PF201	Parks	\$120,000	II-III

Project Description: This project includes an update for the existing Parks Masterplan. Subsequent funding in 2022 will expand on that work as further defined.

- **Estimated Total Project Cost:** \$120,000
- **2022 Estimated Expenditure:** \$40,000
- **Estimated Completion Date:** 2023

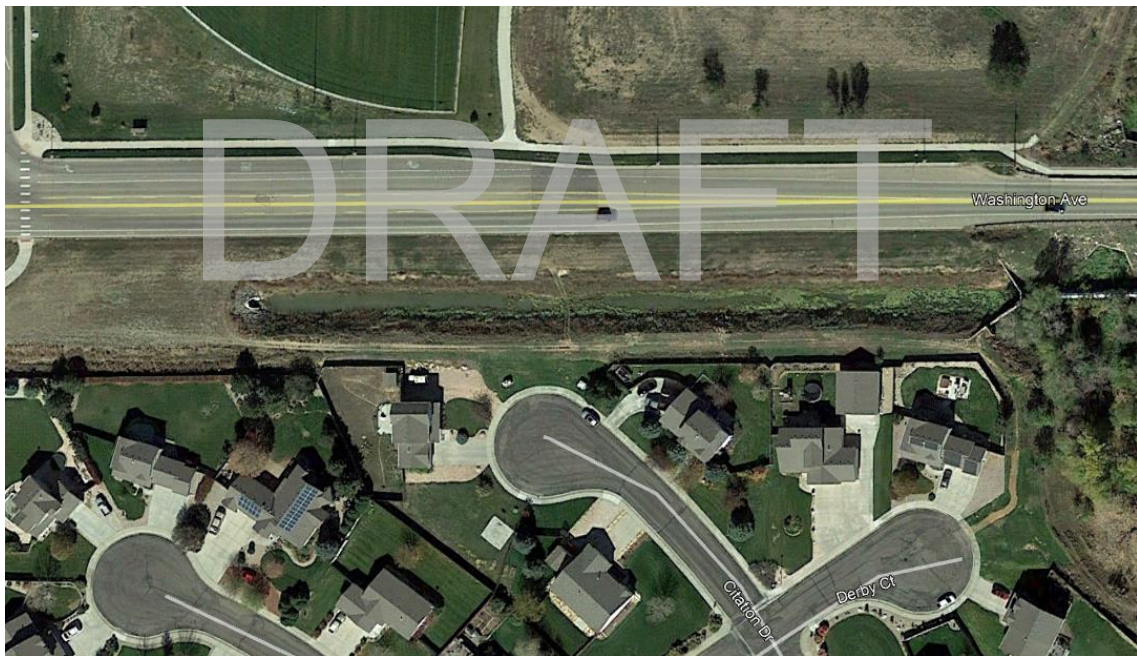


	2022	2023	2024	2025	2026	Total
Project Amount	\$40,000	\$80,000	\$0	\$0	\$0	\$120,000

Project Title	Project Number	Department	Project Cost	Priority
Pedestrian Access over Windsor Ditch	PF203	Parks	\$80,000	II

Project Description: This project will remove a safety hazard associated with phase 1 of the Box Elder Trail project.

- **Estimated Total Project Cost:** \$80,000
- **2022 Estimated Expenditure:** \$80,000
- **Estimated Completion Date:** 2022



	2022	2023	2024	2025	2026	Total
Project Amount	\$80,000	\$0	\$0	\$0	\$0	\$80,000

Project Title	Project Number	Department	Project Cost	Priority
Replace Soft Trails	PF213	Parks	\$30,000	II

Project Description: item includes pouring concrete onto our existing dirt trails to be aligned with the majority of our trails within our parks system being concrete.

- **Estimated Total Project Cost:** \$30,000
- **2022 Estimated Expenditure:** \$20,000
- **Estimated Completion Date:** 2022



	Prior Costs	2022	2023	2024	2025	2026	Total
Project Amount	\$10,000	\$20,000	\$0	\$0	\$0	\$0	\$30,000

Project Title	Project Number	Department	Project Cost	Priority
Play Structure	PF231	Parks	\$25,000	II

Project Description: This item includes replacing the play structure at Viewpointe Park due to the current structure needing an upgrade. This new structure will support the need and will meet American Society for Testing and Material safety standards.

- **Estimated Total Project Cost:** \$25,000
- **2022 Estimated Expenditures:** \$0
- **Estimated Completion Date:** July 2023



	2022	2023	2024	2025	2026	Total
Project Amount	\$0	\$25,000	\$0	\$0	\$0	\$25,000

Project Title	Project Number	Department	Project Cost	Priority
Pour and Place	PF241	Parks	\$65,000	III

Project Description: This item includes adding Pour and Place to Viewpoint Park Play Structure area.

- **Estimated Total Project Cost:** \$65,000
- **2022 Estimated Expenditures:** \$0
- **Estimated Completion Date:** July 2023



	2022	2023	2024	2025	2026	Total
Project Amount	\$0	\$0	\$65,000	\$0	\$0	\$65,000

Project Title	Project Number	Department	Project Cost	Priority
Shade Structure	PF251	Parks	\$15,000	III

Project Description: This item includes adding a shade structure at our Park Meadows play structure. This new structure will support the need and will meet American Society for Testing and Material safety standards.

- **Estimated Total Project Cost:** \$15,000
- **2022 Estimated Expenditures:** \$0
- **Estimated Completion Date:** August 2025



	2022	2023	2024	2025	2026	Total
Project Amount	\$0	\$0	\$0	\$15,000	\$0	\$15,000

Project Title	Project Number	Department	Project Cost	Priority
Play Structure	PF221	Parks	\$18,000	I

Project Description: current structure not meeting safety compliance standards. This new structure will support the need of a new play structure that meets American Society for Testing Material safety standards.

- **Estimated Total Project Cost:** \$18,000
- **2022 Estimated Expenditures:** \$18,000
- **Estimated Completion Date:** July 2022



	2022	2023	2024	2025	2026	Total
Project Amount	\$18,000	\$0	\$0	\$0	\$0	\$18,000

Project Title	Project Number	Department	Project Cost	Priority
Park Reimburse – Harvest Village Subdivision (Development Agreement)	PF214	Planning	\$313,250	I

Project Description: Requirement of executed development agreement for Harvest Village (Boxelder Commons Filing 2 and Harvest Village Townhomes). When developing a subdivision, a developer is required to dedicate land for public parks. For the Harvest Village developments, the Town desired the developer to also construct a park, including related infrastructure and playground equipment. The development agreement required construction of the public park and the developer has provided the public park as required. In consideration of the additional costs for providing the playground and park infrastructure, the development agreement identifies that the Town would reimburse the developer a portion of costs above and beyond the normal dedication requirements. In accordance with the development agreement, the Town has already reimbursed 90% of the maximum reimbursement amount identified (\$313,250 maximum). The remaining 10% (\$31,325) has been held for the required 2-year warranty period. Upon expiration of the 2-year warranty period and final acceptance of the park improvements, the Town is obligated to reimburse the final \$31,325.

- **Estimated Total Project Cost:** \$313,250
- **Expended in Prior Fiscal Year(s):** \$281,925
 - \$109,525 reimbursed in 2020
 - \$172,400 impact fees waived
- **Estimated 2022 Project Cost:** \$31,325 (held for 2-year warranty period)
- **Estimated Completion Date:** 2022 (end of warranty and final acceptance)



	Prior Costs	2022	2023	2024	2025	2026	Total
Project Amount	\$281,925	\$31,325	\$0	\$0	\$0	\$0	\$313,250



Board of Trustees Meeting

Date: November 9, 2021
Submitted By: Patti Garcia, Town Administrator
Subject: Request for Special Meeting on November 16, 2021

- **Presentation: Patti Garcia, Town Administrator**

EXECUTIVE SUMMARY

Staff is requesting to hold a Special Meeting on November 16, 2021 in order to present the 2022 budget for Trustee consideration. The budget is required to be adopted no later than December 31, 2021 and due to scheduling, the November 16 date would meet the adoption date requirements and scheduling concerns. This will also allow for an additional date for budget consideration if the Trustees request changes to the budget at the November 16 meeting. Additional items will be added to the agenda if the Special Meeting is approved.

BACKGROUND / DISCUSSION

STAFF RECOMMENDATION

Move to approve the convening of a Special Meeting of the Board of Trustees on November 16, 2021 at 6:30 p.m.

ATTACHMENTS

None



Board of Trustees Meeting

Date: November 9, 2021
Submitted By: Patti Garcia, Town Administrator
Subject: Resolution No. 31-2021 - A Resolution Establishing Non-Residential Water Charges for Wellington Water Enterprise Water Utility Use

- **Presentation: Patti Garcia, Town Administrator**

EXECUTIVE SUMMARY

Water rate adjustments have been ongoing since January, 2021. The rates currently being addressed are related to businesses in Wellington; meter sizes range from 3/4" to 3" with correlating base rates.

BACKGROUND / DISCUSSION

Wellington is in the process of expanding their water treatment plant and wastewater treatment plant. This is required due to current water capacity issues and to stay in compliance with Colorado Department of Health and Environment requirements. In order to pay for the expansion of the water treatment plant the Board of Trustees approved an increase in residential base rates to \$66 and tiers were increased to \$4.56 for the first 15,000 gallons of water, \$5.70 for over 15,000 and \$7.72 for over 30,000 gallons.

At this time, there have been no increases to non-residential rates. The Town currently has 137 non-residential accounts; 101 have 3/4" meters, 25 have 1" meters, 4 have 1.5" meters and there are 7-2" meters. Commercial users consume 12% of the total water consumption and contribute 10% of the total billed revenues.

There have been two presentations provided to the Board of Trustees; one on August 17 and another on October 26, 2021. Direction was provided at the August 17 meeting for staff to reach out to non-residential customers to request feedback on the proposed rates. Letters were sent to all non-residential customers that included the proposed rate information with a request to respond to the town administrator no later than October 18, 2021. One response was received. At the October 26, 2021 meeting it was reported that some businesses had not received any information regarding the proposed increase. The Trustees tabled the item to the November 9 meeting and requested staff to make personal outreach to a selection of businesses to receive feedback. Due to unforeseen circumstances, personal outreach was not able to be conducted prior to the packet deadline.

Current rates:

Meter size	Monthly base fee	1st Tier Usage per 1,000 gal	1st Tier Threshold gal/month	2nd Tier Usage per 1,000 gal	2nd Tier Threshold gal/month	3rd Tier Usage per 1,000 gal	3rd Tier Threshold gal/month
Non-residential 3/4" Tap	\$18.86	\$3.65					
Non-Residential 1" Tap	\$45.07	\$3.65					
Non-Residential 1.5" Tap	\$118.73	\$3.65					
Non-Residential 2" Tap	\$126.03	\$3.65					



Four rate options were provided to non-residential account holders and are listed below.

Option 1 - Increase only the non-residential rates that are below the \$66 residential base rate. The 3/4" and 1" tap rates are similar to the residential rates that are in place; there would be no change to the 1.5" or the 2" rates and no usage tiers added.

Meter size	Monthly base fee	1st Tier Usage	1st Tier Threshold	2nd Tier Usage	2nd Tier Threshold	3rd Tier Usage	3rd Tier Threshold
		per 1,000 gal	gal/month	per 1,000 gal	gal/month	per 1,000 gal	gal/month
Non-residential 3/4" Tap	\$66.00	\$4.56					
Non-Residential 1" Tap	\$103.62	\$4.56					
Non-Residential 1.5" Tap	\$118.73	\$4.56					
Non-Residential 2" Tap	\$126.03	\$4.56					

Option 2 - Increase only those established non-residential rates that are below the \$66 residential base rate and expand the tiers for non-residential customers.

Meter size	Monthly base fee	1st Tier Usage	1st Tier Threshold	2nd Tier Usage	2nd Tier Threshold	3rd Tier Usage	3rd Tier Threshold
		per 1,000 gal	gal/month	per 1,000 gal	gal/month	per 1,000 gal	gal/month
Non-residential 3/4" Tap	\$66.00	\$4.56	15,000	\$5.70	30,000	\$7.72	>30,000
Non-Residential 1" Tap	\$103.62	\$4.56	15,000	\$5.70	30,000	\$7.72	>30,000
Non-Residential 1.5" Tap	\$118.73	\$4.56	15,000	\$5.70	30,000	\$7.72	>30,000
Non-Residential 2" Tap	\$126.03	\$4.56	15,000	\$5.70	30,000	\$7.72	>30,000

Option 3 - Keep the base rate at \$66 for all tap sizes and include the residential tiers.

Meter size	Monthly base fee	1st Tier Usage	1st Tier Threshold	2nd Tier Usage	2nd Tier Threshold	3rd Tier Usage	3rd Tier Threshold
		per 1,000 gal	gal/month	per 1,000 gal	gal/month	per 1,000 gal	gal/month
Non-residential 3/4" Tap	\$66.00	\$4.56	15,000	\$5.70	30,000	\$7.72	>30,000
Non-Residential 1" Tap	\$66.00	\$4.56	15,000	\$5.70	30,000	\$7.72	>30,000
Non-Residential 1.5" Tap	\$66.00	\$4.56	15,000	\$5.70	30,000	\$7.72	>30,000
Non-Residential 2" Tap	\$66.00	\$4.56	15,000	\$5.70	30,000	\$7.72	>30,000

Option 4 - Beginning with a base rate of \$66, establish rates using flow rate and meter size with no tiers.

Meter size	Monthly base fee
Non-residential 3/4" tap	\$66.00
Non-residential 1" tap	\$103.62
Non-residential 1.5" tap	\$301.62
Non-residential 2" tap	\$376.86
Non-residential 3" tap	\$943.14

Staff has recommended Option 1 to increase only the non-residential rates that are below the \$66 residential base rate assuming that an increase is the will of the Trustees. One option that was not provided is to leave the rates as they are. With Option 1, the 3/4" and 1" tap rates are similar to the residential rates that are in place; there would be no change to the 1.5" or the 2" rates and no usage tiers added. Water bill increases for high non-residential water users would be in the 50%-60% range, lower water users would see an increase of around

30%.

The goal would be to address non-residential tiers the next time a water study is commenced. Option 1 would bring all customers within the same base fee billing structure.

STAFF RECOMMENDATION

Move to approve Resolution No. 31-2021, A Resolution Establishing Non-Residential Water Charges for Wellington Water Enterprise Water Utility Use.

ATTACHMENTS

1. 31-2021 Water Resolution - Non-residential
2. PPT_Non-residential water rates

RESOLUTION NO. 31-2021

A RESOLUTION ESTABLISHING NON-RESIDENTIAL WATER CHARGES FOR WELLINGTON WATER ENTERPRISE WATER UTILITY USE

WHEREAS, the Town Code (the “Town Code”) of the Town of Wellington, Colorado (the “Town”) provides that the Board of Trustees (the “Board”) of the Town shall set fees for various services provided by the Town by ordinance or resolution; and

WHEREAS, the Board set water fees, including by Resolution 12-2008, Resolution 8-2016, Ordinance 6-2017, and Resolution 34-2020; and

WHEREAS, pursuant to Resolution 34-2020, the Town’s residential water charges were increased to account for significant increases in the annual cost of water for the Town paid pursuant to the 1983 Agreement (the NPIC Agreement”) entered into between the Town and North Poudre Irrigation Company (“NPIC”); and,

WHEREAS, the non-residential water rates were not changed concurrently with the 2020 increase in residential water rates and the Town Board of Trustees of the Town of Wellington desires that non-residential water rates be comparable to the rates paid by residential customers.

NOW, THEREFORE, BE IT RESOLVED, by the Town Board of Trustees of the Town of Wellington, Colorado, that non-residential water users shall be charged beginning December 1, 2020, based on a monthly base charge to be assessed against each Town water tap and a charge for metered water consumption at each tap, based on the following schedule:

Section 1. Water charges:

Meter size	Monthly base fee	Usage
		per 1,000 gal
Non-residential 3/4" Tap	\$66.00	\$4.56
Non-Residential 1" Tap	\$103.62	\$4.56
Non-Residential 1.5" Tap	\$118.73	\$4.56
Non-Residential 2" Tap	\$126.03	\$4.56

Section 2. Annual review of water rates. The Board shall review water rate charges and costs on at least an annual basis, no later than September 1 of each year along with residential rates, to ascertain whether further rate adjustments may be necessary. If water costs diminish, including by modifications to the NPIC Agreement, or cost savings are otherwise realized the Board shall, at the time of the annual review evaluate whether water rates can be reduced.

PASSED AND ADOPTED BY THE BOARD OF TRUSTEES OF THE TOWN OF WELLINGTON
THIS 26th DAY OF OCTOBER, 2021.

TOWN OF WELLINGTON, COLORADO

By: _____
Troy Hamman, Mayor

ATTEST:

Krystal Eucker, Town Clerk



Non-residential water rates



Background

- Wellington is in the process of expanding their water treatment plant and wastewater treatment plant.
- In order to pay for the expansion of the water treatment plant the Board of Trustees approved an increase in residential base rates to \$66 and tiers were increased to \$4.56 for the first 15,000 gallons of water, \$5.70 for over 15,000 and \$7.72 for over 30,000 gallons.



Non-residential account information

There were no increases to non-residential rates since the residential increases were adopted.

The Town currently has 137 non-residential accounts; 101 have $\frac{3}{4}$ " meters, 25 have 1" meters, 4 have 1.5" meters and there are 7-2" meters.

Commercial users consume 12% of the total water consumption and contribute 10% of the total billed revenues.

Current non-residential rates

Meter size	Monthly base fee	1st Tier Usage	1st Tier Threshold	2nd Tier Usage	2nd Tier Threshold	3rd Tier Usage	3rd Tier Threshold
		per 1,000 gal	gal/month	per 1,000 gal	gal/month	per 1,000 gal	gal/month
Non-residential 3/4" Tap	\$18.86	\$3.65					
Non-Residential 1" Tap	\$45.07	\$3.65					
Non-Residential 1.5" Tap	\$118.73	\$3.65					
Non-Residential 2" Tap	\$126.03	\$3.65					

Option 1

Option 1 - Increase only the non-residential rates that are below the \$66 residential base rate. The 3/4" and 1" tap rates are similar to the residential rates that are in place; there would be no change to the 1.5" or the 2" rates and no usage tiers added.

Meter size	Monthly base fee	# of accounts	1st Tier Usage	1st Tier Threshold	2nd Tier Usage	2nd Tier Threshold	3rd Tier Usage	3rd Tier Threshold
			per 1,000 gal	gal/month	per 1,000 gal	gal/month	per 1,000 gal	gal/month
Non-residential 3/4" Tap	\$66.00	100	\$4.56					
Non-Residential 1" Tap	\$103.62	25	\$4.56					
Non-Residential 1.5" Tap	\$118.73	4	\$4.56					
Non-Residential 2" Tap	\$126.03	7	\$4.56					

Option 2

Option 2 - Increase only those established non-residential rates that are below the \$66 residential base rate and expand the tiers for non-residential customers.

Meter size	Monthly base fee	# of accounts	1st Tier Usage per 1,000 gal	1st Tier Threshold gal/month	2nd Tier Usage per 1,000 gal	2nd Tier Threshold gal/month	3rd Tier Usage per 1,000 gal	3rd Tier Threshold gal/month
Non-residential 3/4" Tap	\$66.00	100	\$4.56	15,000	\$5.70	30,000	\$7.72	>30,000
Non-Residential 1" Tap	\$103.62	25	\$4.56	15,000	\$5.70	30,000	\$7.72	>30,000
Non-Residential 1.5" Tap	\$118.73	4	\$4.56	15,000	\$5.70	30,000	\$7.72	>30,000
Non-Residential 2" Tap	\$126.03	7	\$4.56	15,000	\$5.70	30,000	\$7.72	>30,000

Option 3

Option 3 - Keep the base rate at \$66 for all tap sizes and include the residential tiers.

Meter size	Monthly base fee	# of accounts	1st Tier Usage Per 1,000 gal	1st Tier Threshold gal/month	2nd Tier Usage per 1,000 gal	2nd Tier Threshold gal/month	3rd Tier Usage per 1,000 gal	3rd Tier Threshold gal/month
Non-residential 3/4" Tap	\$66.00	100	\$4.56	15,000	\$5.70	30,000	\$7.72	>30,000
Non-Residential 1" Tap	\$66.00	25	\$4.56	15,000	\$5.70	30,000	\$7.72	>30,000
Non-Residential 1.5" Tap	\$66.00	4	\$4.56	15,000	\$5.70	30,000	\$7.72	>30,000
Non-Residential 2" Tap	\$66.00	7	\$4.56	15,000	\$5.70	30,000	\$7.72	>30,000

Option 4

Option 4 - Beginning with a base rate of \$66, establish rates using flow rate and meter size with no tiers.

Meter size	Monthly base fee	# of accounts	1st Tier Usage	1st Tier Threshold	2nd Tier Usage	2nd Tier Threshold	3rd Tier Usage	3rd Tier Threshold
			per 1,000 gal	gal/month	per 1,000 gal	gal/month	per 1,000 gal	gal/month
Non-residential 3/4" Tap	\$66.00	100	\$4.56					
Non-Residential 1" Tap	\$103.62	25	\$4.56					
Non-Residential 1.5" Tap	\$301.62	4	\$4.56					
Non-Residential 2" Tap	\$376.86	7	\$4.56					



Option 1 implications

Staff recommendation of Option 1 - 3/4" and 1" tap rates are similar to the residential rates that are in place; there would be no change to the 1.5" or the 2" rates and no usage tiers added.

Water bill increases for high non-residential water users would be in the 50%-60% range, most lower water users would see an increase of around 30%.



Option 1 implications – 1” tap example

Using August consumption data, current rates (base rate plus consumption) have billings that range from \$52 to \$804.

Using Option 1 base rates and tier the August billing range for non-residential customers would be between \$112 and \$1600.

The increase seen by a business could be between 49% to 60%.



Option 1 implications – 3/4” tap example – high water user

Using August consumption data, current rates (base rate plus consumption) for businesses using more than 60,000 gallons of water have billings that range from \$245 to \$500.

Using Option 1 base rates and tier the range would be \$460 to \$1000.

The increase seen by a business could be between 50% to 60%.



Option 1 implications – 3/4” tap example – regular water user

Using August consumption data, current rates (base rate plus consumption) for businesses using less than 30,000 gallons of water have billings that range from \$22 to \$48.

Using Option 1 base rates and tier the range would be \$102 to \$148.

The increase seen by a business could be between 32% to 52%.



Questions or Comments?

Check Issue Date	Payee	Description	Amount
10/1/2021	FIRST NATIONAL BANK	PARK LOAN	\$22,454.99
10/4/2021	FIRST NATIONAL BANK OMAHA	PCARD PURCHASES 9/14/21-9/30/21	\$18,010.70
10/15/2021	ABLAO LAW LLC	10/21 COURT SESSION	\$750.00
10/15/2021	ALL COPY PRODUCTS, INC.	COPIER USAGE	\$934.46
10/15/2021	ALL OUT FENCING, LLC	MOWING	\$500.00
10/15/2021	ARROWHEAD SERVICE, LLC	BATHROOM REPAIR FOR SPLASH PAD	\$1,352.00
10/15/2021	BEI CONCRETE	CONCRETE	\$22,534.50
10/15/2021	BONNIE LAFFERTY	4TH OF JULY ITEMS FOR LCSO	\$39.95
10/15/2021	CASELLE, INC.	2021 ANNUAL SUPPORT/MAINT/UPGRADES	\$750.00
10/15/2021	CEM SALES & SERVICE, INC.	STRAINER LID	\$682.60
10/15/2021	CHEER SPIRIT COLORADO, LLC	SEPTEMBER/OCTOBER SESSION	\$686.00
10/15/2021	CINTAS	FIRST AID RESTOCK	\$178.62
10/15/2021	COLORADO ANALYTICAL LAB	TESTING	\$14,978.00
10/15/2021	COLORADO LIBRARY CONSORTIUM	COURIER SERVICE	\$1,291.15
10/15/2021	CTL THOMPSON, INC.	CONCRETE TESTING	\$494.00
10/15/2021	DANA KEPNER	LEAK DETECTION	\$11,215.55
10/15/2021	DON KEHN CONSTRUCTION	ASPHALT	\$537.60
10/15/2021	DPC INDUSTRIES, INC	CHEMICALS	\$5,312.48
10/15/2021	DYNAMIC IMAGE	GRAPHICS FOR NEW BUS	\$375.00
10/15/2021	EMPLOYERS COUNCIL SERVICES, INC.	TRAINING STEPHANIE A.	\$205.00
10/15/2021	ENNIS-FLINT, INC	TORNADO TORCH	\$665.00
10/15/2021	EVOQUA WATER TECHNOLOGIES LLC	CHEMICALS	\$2,395.06
10/15/2021	E-Z POUR READY MIX	CONCRET SIDEWALK REPAIR CONCRETE	\$5,874.00
10/15/2021	FERGUSON WATERWORKS #1116	SUPPLIES	\$730.35
10/15/2021	FIRST LIGHT TECHNOLOGIES, INC.	SOLAR LIGHTS	\$96,730.00
10/15/2021	GLM DESIGN GROUP, LLC	PREPARING GRANT STRATEGY	\$4,250.00
10/15/2021	GOVCONNECTION, INC.	EQUIPMENT	\$62.29
10/15/2021	HACH CO.	GLASS ROD	\$3,648.56
10/15/2021	HARRELL'S, INC.	PAINT	\$2,400.00
10/15/2021	INFUSION ARCHITECTS	WELLINGTON TOWN HALL MP	\$1,760.00
10/15/2021	INTERSTATES CONSTRUCTION SERVICES	REPAIR AND MATERIALS	\$180.16
10/15/2021	JACOBS ENGINEERING C/O BANK OF AMERICA	WTP ENGINEERING DESIGN SERVICES	\$241,193.43
10/15/2021	JERRY TUCKER	COMPUTER HOOK UP	\$400.00
10/15/2021	LARIMER COUNTY SHERIFF	3RD QUARTER 2021 LAW ENFORCEMENT SERVICES	\$347,104.24

10/15/2021 LOGAN SIMPSON DESIGN INC	PROFESSIONAL SERVICES 8/28/21-9/24/21	\$10,918.55
10/15/2021 MCDONALD FARMS ENTERPRISES, INC.	PICKED UP AND DROPPED OFF BOX	\$1,226.00
10/15/2021 MOBILE MINI INC	MOBILE OFFICE RENTAL	\$1,354.30
10/15/2021 MOSES, WITTEMYER, HARRISON & WOODRUFF	PROFESSIONAL SERVICES	\$1,493.00
10/15/2021 MUNICIPAL TREATMENT EQUIP. INC	REPAIR AND MATERIALS	\$400.00
10/15/2021 MUNICODE	MUNICIPAL CODE BOOKS	\$2,902.46
10/15/2021 NORTHERN COLORADO LANDSCAPING	TREE REPLACEMENT	\$14,900.00
10/15/2021 NORTHERN COLORADO SPORTS OFFICIALS	GAME FEE	\$570.00
10/15/2021 RH WATER & WASTEWATER, INC	WTP MONITORING	\$700.00
10/15/2021 ROCKY MOUNTAIN BOTTLED WATER, LLC	WATER	\$134.80
10/15/2021 SMART DOCUMENT MANAGEMENT, LLC	CONFIDENTIAL DOCUMENT SHREDDING SERVICE	\$23.40
10/15/2021 STEETSCAPES INC.	WELLINGTON MAIN STREET	\$58,582.54
10/15/2021 TIMBERLINE ELECTRIC & CONTROL CORP.	LABOR	\$1,149.76
10/15/2021 TREE TOP INC.	TREE REMOVAL	\$15,375.00
10/15/2021 UNCC	RTL TRANSMISSIONS	\$273.24
10/15/2021 UNITED MAILING	MAILING AND PRINTING ULILITY BILLS	\$1,763.01
10/15/2021 WELLINGTON CO MAIN STREET PROGRAM	4TH QUARTER FUNDING	\$19,375.00
10/15/2021 WELLINGTON ROW, LLC	PARTIAL COMPLETION OF LANDSCAPE	\$39,420.00
10/15/2021 WEX BANK	TOWN FUEL CHARGES	\$4,982.15
10/18/2021 FIRST NATIONAL BANK OMAHA	PCARD PURCHASES 10/01/21-10/14/21	\$16,529.55
10/18/2021 Utility Management	BOB POLLMILLER	\$56.58
10/18/2021 Utility Management	BOBBIE TIEDE	\$254.78
10/18/2021 Utility Management	CHARLES COSTELLO	\$133.33
10/18/2021 Utility Management	DANIEL/HEATHER TESTA	\$151.95
10/18/2021 Utility Management	DAVE TILLER	\$200.00
10/18/2021 Utility Management	DAVID HAM	\$259.30
10/18/2021 Utility Management	DONALD/BONNIE GIVENS	\$67.02
10/18/2021 Utility Management	ELIZABETH LOYD	\$55.18
10/18/2021 Utility Management	EQUITY LLC C/O SUZANNE & GARY WATTERSON	\$85.09
10/18/2021 Utility Management	GATEWAY HOMES OF COLORADO LLC	\$300.55
10/18/2021 Utility Management	HARTFORD CONSTRUCTION LLC	\$104.47
10/18/2021 Utility Management	HARTFORD CONSTRUCTION LLC	\$123.57
10/18/2021 Utility Management	HARTFORD CONSTRUCTION LLC	\$114.51
10/18/2021 Utility Management	HARTFORD CONSTRUCTION LLC	\$124.97
10/18/2021 Utility Management	HARTFORD CONSTRUCTION LLC	\$124.71

10/18/2021	Utility Management	HARTFORD CONSTRUCTION LLC	\$135.34
10/18/2021	Utility Management	HARTFORD CONSTRUCTION LLC	\$131.86
10/18/2021	Utility Management	HARTFORD CONSTRUCTION LLC	\$109.09
10/18/2021	Utility Management	HARTFORD CONSTRUCTION LLC	\$229.46
10/18/2021	Utility Management	HARTFORD CONSTRUCTION LLC	\$236.09
10/18/2021	Utility Management	HEILBRUNS OF COLORADO	\$25.67
10/18/2021	Utility Management	JAMES/ROSLYN VALADEZ	\$155.40
10/18/2021	Utility Management	JORDAN KARLSTAD	\$213.66
10/18/2021	Utility Management	KIRK PAHLER/EMILY CRUZ-PAHLER	\$25.15
10/18/2021	Utility Management	LAURA/JARED HALL	\$43.55
10/18/2021	Utility Management	LAURA/RICHARD HALL	\$135.04
10/18/2021	Utility Management	LUKAS CHEEVER	\$43.51
10/18/2021	Utility Management	MARY BOYER	\$159.43
10/18/2021	Utility Management	MICHAEL PRESLEY	\$50.59
10/18/2021	Utility Management	ROBERT ROSENBERGER	\$104.13
10/18/2021	Utility Management	ROCK SMITH	\$112.10
10/18/2021	Utility Management	SAGE HOMES LLC	\$217.28
10/18/2021	Utility Management	SAGE HOMES LLC	\$219.39
10/18/2021	Utility Management	SAGE HOMES LLC	\$330.47
10/18/2021	Utility Management	SHAWN MILLER/DONNA HARRIS	\$205.91
10/18/2021	Utility Management	SPENCER/DESIRAE HERBERT	\$205.09
10/18/2021	Utility Management	STEPHEN HAMPTON	\$78.69
10/18/2021	Utility Management	STERKEL ENTERPRISES OF WELLING, LLC	\$443.74
10/18/2021	Utility Management	STEVEN/RAYNE CRANK	\$51.89
10/18/2021	Utility Management	TODD REIDENBACH	\$201.10
10/18/2021	Utility Management	TRAVIS/ JAMIE HOISINGTON	\$309.15
10/18/2021	Utility Management	WALTER/REBECCA SULLIVAN	\$60.82
10/18/2021	Utility Management	WAYNE LAWSON	\$104.48
10/18/2021	Utility Management	WEBBER, TED	\$28.01
10/18/2021	Utility Management	WELLINGTON ROW II	\$46.60
10/18/2021	Utility Management	WELLINGTON ROW II	\$32.49
10/18/2021	Utility Management	WELLINGTON ROW II LLC	\$151.64
10/18/2021	Utility Management	WELLINGTON ROW II LLC	\$35.63
10/18/2021	Utility Management	ZACHARY/JULIE DENNIS	\$231.00
10/19/2021	ALLSTATE	SEPTEMBER INSURANCE PREMIUM	\$740.67

10/19/2021 CENTURYLINK
 10/19/2021 GALLEGOS SANITATION
 10/19/2021 GUARDIAN
 10/19/2021 HEALTHIEST YOU C/O TELADOC INC
 10/19/2021 Jive Communications Inc
 10/19/2021 PITNEY BOWES INC.
 10/19/2021 POUDRE VALLEY REA
 10/19/2021 RISE BROADBAND
 10/19/2021 TDS
 10/19/2021 XCEL ENERGY
 10/21/2021 COLORADO STATE TREASURER
 10/25/2021 BLACK HILLS ENERGY
 10/25/2021 HealthEZ
 10/25/2021 PINNACOL ASSURANCE
 10/25/2021 VERIZON WIRELESS
 10/25/2021 XCEL ENERGY
 10/26/2021 ALEX EVONITZ
 10/26/2021 COLORADO WATER RESOURCES & POWER DEVELOP
 10/26/2021 JENNY JONES
 10/26/2021 MAHALIA HENSCHER
 10/26/2021 MEAGAN SMITH
 10/27/2021 TDS
 10/27/2021 XCEL ENERGY
 10/27/2021 Check on Demand
 10/29/2021 ALL OUT FENCING, LLC
 10/29/2021 ALLWATER SUPPLY LLC
 10/29/2021 AMAZON
 10/29/2021 BERKADIA G
 10/29/2021 BUFFALO CREEK SUBDIVISION AT WELLINGTON
 10/29/2021 BUSINESS CARD FACTORY OF COLORADO
 10/29/2021 CARNES SERVICE
 10/29/2021 CDPHE
 10/29/2021 CHEMTRADE CHEMICALS US LLC
 10/29/2021 COLORADO ANALYTICAL LAB
 10/29/2021 COLORADO CONTROLS

INTERNET	\$1,577.42
TRASH UTILITIES	\$1,670.68
VOLUNTARY TERM LIFE INSURANCE	\$7,049.53
OCTOBER INSURANCE PERMIUM	\$616.00
TOWN PHONE BILL	\$921.25
POSTAGE METER REFILL	\$77.40
UTILITIES	\$2,421.30
INTERNET	\$223.65
INTERNET	\$217.90
UTILITIES	\$15,039.57
SUTA PAYMENT FOR THIRD QUARTER	\$2,459.66
UTILITIES	\$461.71
HEALTH INSURANCE PREMIUMS	\$42,988.20
INSURANCE CLAIM 1126721	\$80.35
TOWN CELL PHONES	\$2,587.27
UTILITIES	\$3,209.68
APWA CONFERENCE	\$275.00
DRINKING WATER REVOLVING FUND DIRECT LOAN	\$36,747.29
MILEAGE REIMBURMENT	\$69.44
TRAVEL REIMBURSEMENT	\$63.84
BOOT ALLOWANCE	\$149.99
GREENHOUSE INTERNET	\$259.85
STREET LIGHTS	\$12,462.54
HARDSHIP PROGRAM	\$1,200.00
MOWING	\$600.00
METERING PUMP	\$4,291.71
OFFICE SUPPLIES	\$1,528.88
LOAN PAYMENT	\$27,000.00
OCTOBER HOA	\$1,099.90
ELECTION CARDS	\$2,253.80
ANCHORS AND STREET SIGN TOPS	\$2,600.00
PERMITS	\$3,405.00
CHEMICALS	\$5,764.12
TESTING	\$841.00
SERVICE	\$400.54

10/29/2021 COLORADOAN
 10/29/2021 COURTESY LAWN & TREE CARE INC.
 10/29/2021 DON KEHN CONSTRUCTION
 10/29/2021 DPC INDUSTRIES, INC
 10/29/2021 EMPLOYERS COUNCIL SERVICES, INC.
 10/29/2021 GOODELL MACHINERY & CONSTRUCTION
 10/29/2021 ICON ENGINEERING, INC
 10/29/2021 IMAGINATION PLAYGROUND LLC
 10/29/2021 JACOBS ENGINEERING C/O BANK OF AMERICA
 10/29/2021 KELLAR ENGINEERING LLC
 10/29/2021 L.C. SALES TAX ADMINISTRATOR
 10/29/2021 LEWAN & ASSOCIATES, INC.
 10/29/2021 MARC CORP
 10/29/2021 MCDONALD FARMS ENTERPRISES, INC.
 10/29/2021 MORDINI'S AUTO
 10/29/2021 NORTHERN COLORADO LANDSCAPING
 10/29/2021 NORTHERN COLORADO SPORTS OFFICIALS
 10/29/2021 OCCUPATIONAL HEALTH CENTERS
 10/29/2021 POLAR GAS INC
 10/29/2021 PROTECT YOUTH SPORTS, DEPT 2110
 10/29/2021 RELIANCE HEAVY DUTY TRAILERS
 10/29/2021 SAFEBUILT COLORADO, LLC
 10/29/2021 SMART DOCUMENT MANAGEMENT, LLC
 10/29/2021 TREE TOP INC.
 10/29/2021 VALERIE JO FAGAN
 10/29/2021 WELD CNTY DEPT PUBLIC HEALTH ENVIRONMENT
 10/29/2021 WELLINGTON FIRE PROTECTION DIS
 10/29/2021 XCEL ENERGY

TOWN OF WELLINGTON ADD	\$50.03
LAWN CARE	\$14,789.50
ASPHALT	\$1,759.20
CHEMICALS	\$1,622.00
BACKGROUND CHECK	\$50.00
LONG REACH EXCAVATOR	\$700.00
2021 STORMWATER MASTER PLAN	\$3,915.75
PARK EQUIPMENT	\$5,610.00
WATER SYSTEM UPDATE	\$19,554.00
TRAFFIC SIGNAL COST REVIEW	\$270.00
VENDOR FEE	\$7,372.06
SHAREFILE MIGRATION	\$4,792.26
ICE MELTER ROADBASED	\$5,688.52
PICKED UP AND DROPPED OFF BOX	\$613.00
HAIL DAMAGE DEDUCTIBLE	\$6,000.00
DEAD TREE REMOVAL	\$14,900.00
SCHEDULING/ADMIN	\$4,240.00
PHYSICAL RECERTIFICATION	\$93.00
PROPANE FILLUP	\$556.00
BACKGROUND CHECKS	\$113.00
EQUIPMENT	\$1,563.07
SEPTEMBER 2021 PERMIT ACTIVITY	\$18,335.72
DOCUMENT SHREDDING SERVICE	\$23.40
TREE REMOVAL	\$15,712.50
FALL ART CAMP	\$265.50
WATER TESTING	\$205.00
VENDOR FEE	\$1,406.00
UTILITIES	\$79.44