RV Storage Lot Committee Report for July 18, 2024

Due to there being no New Business or Old Business the July 8, 2024 meeting was cancelled. This report updates previous reports.

I. Work orders:

a. 7/5/2024 Work order 65069 – Corrective work: Receiving complaints that the reception range of the gate opener is insufficient. Issued Friday, July 5, 2024; Assigned to: Portillo, Rene; Saturday, July 6, 2024. Target Date: Saturday, July 6, 2024. Unresolved as of the date of this report.

b. 7/2/2024 Work order 64557 – Electrical Work: Powered light poles light up at night for about 60 seconds then all turn off simultaneously for about 60 seconds, then go back on then off throughout the night. Outcome: Resolved and closed Friday, July 5, 2024, DHALES: Replaced photo eye.

c. 6/12/2024 Work order 64126 – Please remove the blue water tower from the dump station and put it into storage as a replacement for the older gray water tower. Target Date: Wednesday, June 19, 2024. Unresolved as of the date of this report.

d. 4/8/2024 Work order 61900 – Plumbing - Please change the red Woodford Iowa <u>non-potable</u> faucet with a blue Woodford <u>potable</u> faucet that supplies water to the blue stanchion. Target Date: Monday, April 15, 2024. <u>Delayed until further notice</u>.

i. Test results of drinking water from the faucet in the RV Lot have been received (see attached document). The EPA Method 200.8 is the "Determination of Trace Elements in Waters and Wastes by Inductively Coupled Plasma - Mass Spectrometry (ICP-MS)." This method is for analysis of trace metal elements in drinking, surface, and ground waters. Lead is an element that can enter drinking water through plumbing systems and cause a wide range of health problems. The lead crisis in Flint, Michigan created greater concerns about overall water quality. As a result, the trigger level for lead has been lowered from 15 µg/L to 10 µg/L.[1]

ii. In our case, the Method Reporting Limit (MRL) is 1. This means that any concentration below 1 is considered below the detection limit of the method. For reference, the EPA defines the action level for lead in drinking water at 10 µg/L. Therefore, since our measured concentration is below 1 µg/L, it suggests that the lead level is very low or undetectable in the sample.

iii. It is worth noting, however, that we only tested for lead and not for any other heavy metal or other contaminates, and this was just one test.

iv. It does not resolve any of the other issues, such as hoses left lying on the ground which make them subject to contamination, and that are not themselves rated for potable water. Nor does it remove the faucet manufacturer's admonition that the faucet is lubricated with graphite, is not lead free and does not meet qualifications for potable water. It does not help that the faucet is painted red which predominately indicates it is non-potable.

v. <u>Recommendations</u>: It has previously been the consensus of the committee that the entire dump/water station be redesigned and remodeled to bring it closer to industry standards and provide improved user friendliness. We feel that a good water test provides a reasonable expectation of safety and justifies replacing the faucet only when the entire station is remodeled as that would provide overall cost savings.

II. Fence Project: Francisco Jaime – AJI Residential Sales Associate advises "We expect to receive the material [fence panels, posts, etc.] this week. We have scheduled this project to begin on the 24th [of July]."

Sincerely,
Forrest McClure
RV Storage Lot Committee Chair

[1] µg/L = Microgram per liter

COLORADO
Department of Public Health & Environment

Colorado Department of Public Health and Environment

8100 Lowry Blvd. Denver, CO 80230 Tel: 303-692-3090 Fax: 303-344-9989

I. Analysis Report

Workorder: 4585425 METALS, 200.7 and 200.8

Client: Over-the-Counter Customers
Profile: METALS, 200.7 and 200.8
Sampled By: TOM SANDOVIST

Report To: RITA EFFLER
HEATHER GARDENS METRO DIST
13952 E MARINA DR UNIT 601
Aurora, CO 80014

Sample Summary

	Lab ID	Sample ID	Sample Type	Method	Date Collected	Date Received	Analyses Reported
2406170128	169-29	Water	EPA 200.8		06/17/2024 13:30	06/17/2024 14:05	1

A. Scientific Director

Note: The samples were tested as received from the customer and the results in this report relate only to the samples tested.
Unless otherwise indicated in this report, all test have been performed on site at the CDPHE laboratory.

MRL = Minimum Reporting Limit; ***BDL*** = Below Detection Limit; * = Comment applied
"***GL*** = Guideline Value; "
mg/L - milligrams per liter (ppm); ***ug/L*** micrograms per liter (ppb)
"If you have any questions about how your results may impact your health, please contact Toxcall at 303-692-2606 or cdphe_toxcall@state.co.us"
EPA provisional certification for methods 200.8, 300.0, 300.1, 353.2, 504.1, 505, 524.2, 525.2, 531.2, 547, 548.1, 549.2, 552.2, and 555.

8100 Lowry Blvd. Denver, CO 80230 Tel: 303-692-3090 Fax: 303-344-9989

II. Analysis Report

Workorder: 4585425 METALS, 200.7 and 200.8

Sample Results

Lab ID: 2406170128 **Sample ID:** 169-29 **Sample Type:** Water
Date Collected: 06/17/2024 13:30 **Collection Site:** RV LOT 14400 E YALE AVE AURORA CO 80014
Date Received: 06/17/2024 14:05 **Site Description:**
Description: RV LOT 14400 E YALE AVE URORA CO 80014

Parameter	Results	Units	MRL	GL	DF	Prepared	Analyzed	Qual
ICP-MS Total Water Metals (EPA 200.8)								
Lead	<1	ug/L	1	15	1	07/02/2024 08:48	07/02/2024 13:45	

Additional Information

NON-SDWIS

Free Chlorine (mg/L)	
Total Chlorine (mg/L)	
Collection Temp (C)	
Temp at Receipt (C)	25.7
Water Type	MUNICIPAL

MRL = Minimum Reporting Limit; ***BDL*** = Below Detection Limit; * = Comment applied
"***GL*** = Guideline Value; " ***mg/L*** - milligrams per liter (ppm); ***ug/L*** micrograms per liter (ppb)
"If you have any questions about how your results may impact your health, please contact Toxcall at 303-692-2606 or cdphe_toxcall@state.co.us"
EPA provisional certification for methods 200.8, 300.0, 300.1, 353.2, 504.1, 505, 524.2, 525.2, 531.2, 547, 548.1, 549.2, 552.2, and 555.

Report ID: 4585425-41989988

A GRANITE COMPANY

Office
5810 East 77th Avenue
Commerce City, CO 80022

T (303-755-1281)
graniteconstruction.com

17 July 2024

Heather Gardens Metropolitan District
2888 S Heather Gardens Way
Aurora, CO 80014

Attn: Mr. Harold Borquez, Golf and Landscape Maintenance Assistant Manager

Subj: A1 VFD Installation

Dear Mr. Borquez:

Layne Christensen Company is pleased to present this proposal for the replacement of the vfd at Arapahoe Well 1. Layne would propose the following:

-Mobilization to/from the well site
-Furnish and install new vfd with filter
-System start up and testing

Layne would propose to complete the work for the lump sum amount of $59,450.00. Estimated delivery of the vfd is 4-6 weeks after receipt of order. Furnishing and installing the pressure transducer was removed from this proposal as it is covered under the reinstallation of the pump. This proposal is subject to the attached general terms and conditions. If acceptable, please sign below and return the executed copy to our office. If you have any questions regarding this information, please contact our office. Layne Christensen Company has appreciated this opportunity to be of service and looks forward to the possibility of working with you and your team on this project.

Sincerely,
LAYNE CHRISTENSEN COMPANY

Brian W. Dellett

Brian W Dellett
Senior Account Manager

Accepted by:_____ Date:_____

A GRANITE COMPANY

Office
5810 East 77th Avenue
Commerce City, CO 80022

T (303-755-1281)
graniteconstruction.com

LIABILITY OF CONTRACTOR: Contractor shall not be liable for any bodily injury, death, or injury to or destruction of tangible property except, as the same may have been caused by the negligence of Contractor. In no event shall Contractor be liable for any delays or special, indirect, incidental or consequential damages. Purchaser agrees that the total limit of Contractor's liability (whether based on negligence, warranty, strict liability or otherwise) hereunder, shall not exceed the aggregate amount due Contractor for services rendered under this contract. All claims, including claims for negligence or any other cause whatsoever, shall be deemed waived unless made in writing and received by Contractor within one (1) year after Contractor's completion of work hereunder.

INSURANCE: Contractor shall provide worker's compensation insurance, public liability and property damage insurance covering its employees and operation. Purchaser, at its option, may maintain such insurance as will protect it against claims arising out of the work.

TERMS: Net 30 days from date of invoice. For extended projects, Contractor shall submit invoices on a monthly basis for any and all work completed, and materials or equipment provided during the previous month. Past due invoices shall be subject to a delinquency charge.

MATERIAL SHORTAGES AND COST INCREASES: If any portion of materials or equipment which Contractor is required to furnish becomes unavailable, either temporarily or permanently, through causes beyond the control and without the fault of Contractor, then in the case of temporary unavailability any completion time frames shall be extended for such period of time as Contractor shall be delayed by such above-described unavailability, and in the case of permanent unavailability Contractor shall be excused from the requirement of furnishing such materials or equipment. Purchaser agrees to pay Contractor any increase in cost between the cost of the materials or equipment, which become permanently unavailable and the cost of the closest substitute, which is then reasonably available.

DELAYS: If Contractor is delayed at any time in the progress of work by labor disputes, fire, unusual delays in transportation, unavoidable casualties, weather, or any cause beyond Contractor's reasonable control, then any completion time frames shall be extended by a reasonable period of time, at least equal to the period of delay.

CHANGED CONDITIONS:

a. The discovery of any hazardous waste, substances, pollutants, contaminants, underground obstructions or utilities on or in the jobsite which were not brought to the attention of Contractor prior to the date of this contract will constitute a materially different site condition entitling Contractor, at its sole discretion to immediately terminate this contract without further liability.

b. In the event adequate circulation cannot be properly maintained by Contractor for two (2) consecutive hours, the Client will be notified, and drilling operations will immediately revert to Contractor's negotiated hourly and material rates. After circulation has been adequately maintained, the drilling operation will revert back to the contracted footage rate. Should circulation be lost again, the hourly rate will start immediately at Contractor's negotiated hourly and material rates.

c. In the event subsurface and/or geologic conditions slow the drilling rate below 5 feet per hour, the client will be notified, and drilling operations will revert to contractor's negotiated hourly and material rate. When the drilling rate moves above 5' per hour and is adequately maintained, the drilling operation will revert back to the footage rate.

GUARANTEE AND LIABILITY: Contractor warrants that its labor supplied hereunder shall be free from defect and shall conform to the standards of care in effect in its industry at the time of performance of such labor for a period of twelve (12) months after substantial completion of Contractor's work.
Contractor agrees, to the extent it is permitted, to pass on any warranties provided by the manufactures of materials and/or equipment furnished under this contract. Contractor itself provides no warranty, express, implied or otherwise, on any such materials or equipment. Contractor will not be responsible for; work done, material or equipment furnished, or repairs or alterations made by others.

For any breach hereunder, Contractor shall be liable only for the values of the installation work or, if it wrongfully fails to install, then its liability is limited to the difference between the contract price herein, and the value of other similar installation work. If Contractor's breach damages any materials or equipment furnished hereunder,

Contractor shall only be liable for the value of such materials or equipment. Under no circumstances will Contractor be liable for consequential, special or indirect damages, including without limitation, any crop loss or damage to other equipment, structures or property, nor for any other similar or dissimilar damages or losses whether due to delay, failure to furnish or install, delay in installation, defective material or equipment, defective workmanship, defective installation, delay in replacing, nor for any cause or breach whatsoever. In any event, Contractor's total liability towards Purchaser for alleged faulty performance or nonperformance under this contract shall be limited to the total contract price. No materials, equipment or services contracted herein carries any guarantee not mentioned in this contract. THE ABOVE WARRANTY IS INLIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY DISCLAIMED.

Water well rehabilitation or well repair may require the use of strong chemical agents and/or mechanical techniques that impart higher than normal stresses on the well. This is necessary to effectively repair the well casing or disperse and distribute the chemicals to breakdown any mineral build up, biofouling or encrustation. Layne will use standard industry practices available to repair or rehabilitate the well; however, it is possible due to poor construction practices, poor construction materials, pre-existing conditions, etc. that damage may occur. Impairment is very unlikely, and rarely occurs, but should such events such as gas production, increased sand production, reduced capacity, casing damage, surface subsidence, water quality changes or complete well failure occur, Layne Christensen will not be held liable for any damage due to these repair or rehabilitation processes.

TITLE AND OWNERSHIP: In case of default on Purchaser's part, Contractor shall have the right to enter the premises upon which any material or equipment furnished herein have been installed and retake such goods not then paid for and pursue any further remedy provided by law, including recovery of attorney's fees and any deficiency to the maximum extent and in the manner provided by law. Such materials and equipment shall retain their character as personal property of Contractor until Contractor receives payment in full, regardless of their mode of attachment. Unless prior specific written instructions are received to the contrary, surplus and replaced materials and equipment resulting from repair of installation work shall become the property of Contractor.

DELIVERY: Shipment schedules and dates, express or implied, are contingent on normal conditions. Contractor will not be responsible for any delays in shipment or completion caused by factors beyond its control such as, but not limited to, suppliers' failures, accidents, work stoppages or operation of or changes in the law. Shipments will be made as promptly as Contractor's ability to obtain materials and/or equipment and scheduling will permit. No delay in shipments or variances from shipping schedule shall be cause of cancellation or any claim for damage. Any changes in layout or design requested after acceptance of this contract will be made at Purchaser's additional cost. Any such change and/or time taken to supply engineering data or to approve drawings will automatically extend shipping schedules.
Equipment will be shipped "knocked down" to the extent Contractor considers necessary, with small parts stripped from equipment and crated. On and after delivery to the carrier for transportation to the Purchaser's site, Purchaser shall be responsible for all loss or damage to materials or equipment due to any cause, including but not limited to loss or damage resulting from casualty.

INDEMNIFICATION: Purchaser agrees to indemnify and hold Contractor, its directors, officers, stockholders, employees, agents and subcontractors, harmless from and against any and all claims, demands, causes of action (including third party claims, demands or causes of actions for contribution or indemnification), liability and costs (including attorneys' fees and other costs of defense) asserted and/or filed by Purchaser or any third party(ies), including without limitation Purchaser's employees, and arising out of or as a result of: (I) the presence of Contractor or its subcontractors at the job-site, (ii) the work performed by Contractor or its subcontractors, or (iii) any negligent act or omission of Purchaser, its employees, agents, consultants, or other contractors or any person or entity under Purchaser's control; except to the extent that such claims, demands, causes of action, liabilities or costs are caused by the negligence of Contractor or its subcontractors.

INTERPRETATION: This contract shall be governed by and construed in accordance with the laws of the state of the job-site location. In any term, provision or condition contained herein shall, to any extent, be invalid or unenforceable, pursuant to state law or otherwise, the remainder of the terms, provisions and conditions herein (or the application of such term, provision, or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision and condition of this contact shall be valid and enforceable to the fullest extent permitted by law.

ASSIGNMENT AND SUBLETTING: Purchaser shall not have the right to transfer or assign its rights and/or obligations under this contract to any third party, related or unrelated, without the express written consent of Contractor. Contractor shall have the right to transfer, assign or sublet all or any portion of its rights or obligations hereunder, but such transfer, assignment or subletting shall not relieve Contractor from its full obligations to Purchaser unless such transfer, assignment or subletting is pursuant to the sale of Contractor, or the division of Contractor responsible for this contract, to a third party.

LOST CIRCULATION: Contractor agrees to maintain its' equipment in good condition at all times and shall use reasonable means to prevent losses and maintain the integrity of the borehole. However, in the event adequate circulation cannot be properly maintained by Contractor for two (2) consecutive hours, the Client will be notified, and drilling operations will immediately revert to Contractor's currently published hourly rates. After circulation has been adequately maintained for one (1) consecutive hour, the drilling operation will revert back to the contracted footage rate. Should circulation be lost again, the hourly rate will start immediately at Contractor's currently published hourly rates. Client will be invoiced for all drilling fluids, additives, special equipment, tooling, or the like that is required to correct and/or maintain adequate circulation, at Contractor's cost plus 20%.

In the event that Contractor is required to drill through or encounters formations or conditions that result in stuck and/or broken drill pipe and tools, Contractor will make every effort to notify the Client and to remove the tooling for a period of 8 hours. During that time, all work will revert to the Contractor's currently published hourly rate. The Contractor will work in a reasonable and safe manner to remove the tooling for a period up to an additional 32 hours (40 hours total). If Contractor is not successful in removing the tooling at that point, Client may direct Contractor to proceed with the recovery effort. Otherwise, the tooling will be deemed as lost. If the tools are lost due to formation or geologic conditions, or due to uncontrollable lost circulation, or due to an inadequate water supply, and not due to Contractor's sole negligence, then the Client agrees to compensate Contractor for all work completed at the applicable contracted rates, for any special tooling and equipment mobilized to the jobsite for use or possible use in the recovery or conditioning process, and for the replacement value (at cost) of all tooling and equipment damaged and/or lost.

WELL CONDITIONS and "FISHING": Purchaser having custody and control of the well and superior knowledge of the conditions in and surrounding it, shall provide Contractor with all necessary information to enable Contractor to perform its services safely and efficiently. Contractor's services are designed to operate under conditions normally encountered in the well bore; however, if hazardous or unusual conditions exist, Purchaser shall notify Contractor in advance and make special arrangements for servicing such wells.
In the event any of Contractor's and/or Contractor's subcontractors tooling are lost or lodged in a well, the Purchaser shall recover them without cost to Contractor and/or Contractor's subcontractor or shall pay the full replacement value. In the event any wireline cable is lost or damaged in the well or during a recovery effort, Purchaser shall pay the full replacement cost of a winch spool of cable. Contractor has certain "fishing" tools available on a rental basis as needed. In case it is necessary for the Purchaser to "fish" for any of Contactor's/Contractor's subcontractor downhole equipment, Purchaser assumes the entire responsibility for such operation, but Contractor will, if so desired by Purchaser, without any responsibility or liability on Contractor's part, render assistance in an advisory capacity for the recovery of such equipment and instruments. None of Contractor's employees is authorized to do anything other than advise and consult with Purchaser in connection with such "fishing" operations, and Contractor shall not be liable or responsible for any damage that City may incur or sustain through its use of any "fishing" tools furnished by Contractor or by reason of such advice or assistance rendered by Contractor's agents or employees, irrespective of cause.

MISCELLANEOUS: The terms and conditions set forth herein constitute the entire understanding of the parties relating to the work to be performed, and materials and equipment to be provided, by Contractor for the Purchaser. All previous proposals offers and other communications relative to the provisions of the subject work, oral or written, are hereby superseded, except to the extent that they have been expressly incorporated herein. Any modifications or revisions of any provisions herein or any additional provisions contained in any purchase order, acknowledgement, or other form of the Purchaser are hereby expressly objected to by Contractor and shall not operate to modify this contract. This contract shall take effect upon acceptance and execution by both parties.

ICENOGLE SEAVER POGUE

MEMORANDUM

TO: **Board of Directors, Managers, and other District Representatives**

FROM: **Icenogle Seaver Pogue, P.C.**

DATE: **July 15, 2024**

RE: **Summary of 2024 Legislation**

INTRODUCTION

The Second Regular Session of the Seventy-Fourth General Assembly ("General Assembly") of the State of Colorado (the "State") convened on January 10, 2024 and adjourned on May 8, 2024. This memorandum summarizes certain bills enacted into law and regulations promulgated in 2024 that may impact special districts, either directly or indirectly. This memorandum does not address every new law or regulation or every nuance of the laws and regulations that are included; therefore, the Colorado Revised Statutes ("C.R.S.") and legal counsel should be consulted for the complete statutory requirements of the legislation discussed herein and laws impacting special districts.

WEBSITE ACCESSIBILITY

Grace Period Noncompliance Digital Accessibility — HB 24-1454

House Bill ("HB") 21-1110 (as amended by Senate Bill ("SB") 23-244) required the Colorado Office of Information Technology ("OIT") to promulgate rules regarding information technology systems accessibility standards by July 1, 2024, after which public entities are liable for discrimination claims.[1] HB 24-1454 permits a one-year grace period (to July 1, 2025) from liability if the noncompliant public entity demonstrates good faith efforts toward compliance with the OIT accessibility standards or makes good faith efforts toward resolution of a complaint of noncompliance. "Good faith efforts"[2] must include the following:

- Creation of a progress report demonstrating concrete and specific efforts toward compliance on the entity's or agency's front-facing web pages;

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[1] For additional information regarding the OIT's Rules Establishing Technology Accessibility Standards, see our memorandum on this issue dated March 25, 2024.

[2] If a civil action is filed and a public entity alleges that it has made a good faith effort towards compliance, the court shall determine whether a good faith effort was made based on a preponderance of the evidence.

- updating the progress report on a quarterly basis; and
- creating a clear, easy-to-find process for requesting redress for inaccessible digital products including contact options that are not dependent on web access or digital accessibility and are prominently displayed on all front-facing web pages.

HB 24-1454 took effect on May 24, 2024 and will be automatically repealed on July 1, 2025.

SPECIAL DISTRICTS

Metropolitan District Covenant Enforcement Policy — HB 24-1267

HB 24-1267 requires the board of directors of a metropolitan district that provides covenant enforcement and design review services to adopt a written policy that governs the imposition of fines and establishes procedures for imposing the same, including notice and an opportunity to be heard, and establishing procedures for disputes between the metropolitan district and a unit owner by January 1, 2025. The policy must be posted to the metropolitan district's website if the metropolitan district is required to maintain one.

In addition, HB 24-1267 provides, among other things, that the metropolitan district cannot foreclose on a lien based on the unit owner's delinquent payment of rates, fees, tolls, fines, penalties, or charges or charge a unit owner for court costs or attorney fees when a court determines an owner did not commit the alleged violation. Additionally, a metropolitan district may not prohibit the owner or occupant of a unit from displaying flags and signs, parking an emergency response vehicle in a driveway, removing vegetation for fire mitigation, making reasonable modifications for individuals with disabilities, utilizing certain drought-tolerant vegetation or rain barrels, and installing certain energy efficient devices. The bill also prohibits a metropolitan district from seeking to enforce the terms of a building restriction (which term is undefined) or to compel the removal of any building or improvement because of a violation of the terms of the building restrictions unless the action is commenced within one (1) year after the date that the metropolitan district knew or should have known of the violation. HB 24-1267 permits a metropolitan district to adopt a resolution to have delinquent amounts certified to the county treasurer for collection in the same manner as taxes are collected.

HB 24-1267 will take effect on August 7, 2024, assuming no referendum petition is filed. Metropolitan districts that provide covenant enforcement and design review services should expect to adopt a formal policy, in coordination with legal counsel, by no later than January 1, 2025.

Prohibit Landscaping Practices for Water Conservation — SB 24-005

SB 24-005 prohibits local entities,[3] including special districts, from installing, planting, or placing nonfunctional turf, artificial turf, or invasive plant species (collectively, "turf") as part of a new

[3] "Local entity" is defined as a "home rule or statutory city, county, city and county, territorial charter city, or town; special district; and metropolitan district."

development or redevelopment project on applicable property[4] beginning on January 1, 2026. On or before January 1, 2026, local entities must enact or amend ordinances, resolutions, regulations, or other laws in accordance with this prohibition. Finally, SB 24-005 provides that any turf installed prior to January 1, 2026 may continue to be maintained by a local entity. SB 24-005 will take effect on August 7, 2024, assuming no referendum petition is filed.

Restrictions on Tap Fees **HB 24-1463**

HB 24-1463 provides that within thirty (30) days of receiving a written request from any local government[5] within the boundaries of which the special district operates or partly operates, a special district must provide the rate schedule for tap fees, system development fees, and other fees and charges that contemplate future water or sanitation system usage (the "Fees"). In addition, upon request, the local government shall provide any professional analyses and a detailed written justification of the costs and methodologies used to calculate Fees. HB 24-1463 will take effect on August 7, 2024, assuming no referendum petition is filed.

TAXATION & OTHER FINANCING

Update Local Government Sales & Use Tax Collection **SB 24-025**

SB 24-025 revises State laws that govern State administration of local sales or use tax, including those collected by special districts. Among other things, SB 24-025 requires that the executive director of the Department of Revenue ("DOR") collect, administer, enforce, and distribute sales or use tax imposed by local governments, including special districts, in the same manner as the collection, administration, and enforcement of State sales and use tax. In addition, SB 24-025 allows local governments to allow retailers to retain a percentage of the amount remitted to cover the retailer's expenses in collecting the tax. SB 24-025 will take effect on July 1, 2025, unless a referendum petition is filed by August 7, 2024.

Property Tax **SB 24-233**

SB 24-233[6] can be broken into three key components: 1) establishing a property tax revenue limitation for local governments, 2) reducing assessment rates for both residential and commercial property, and 3) providing State reimbursement to local governments that lost property tax revenue from such changes.

[4] "Applicable property" is defined as commercial, institutional, industrial property, common interest community property, rights-of-way, parking lots, medians, or transportation corridors. Residential properties are specifically excluded from the meaning of applicable property.

[5] "Local government" is defined as a home rule or statutory county, city and county, or municipality.

[6] At the outset, it should be noted that SB 24-233 will only go into effect if neither Initiative 50 nor Initiative 108 (discussed below) pass in the November 2024 election. Should either initiative pass in the November 2024 election, this bill will not become effective.

1. Property Tax Revenue Limitations for Local Governments

Beginning with the 2025 property tax year (collection year 2026), SB 24-233 limits property tax revenue growth for local governments.[7] The limit is equal to the level of the local government's base year property tax revenue, plus any reimbursements received by the State for that year, grown annually by 5.5% from the base year.[8] However, SB 24-233 excludes certain revenue from the calculation of the property tax revenue limit including, but not limited to, (1) revenue resulting from assessed value attributable to new construction and personal property, newly included property, formerly exempt federal property that becomes taxable, refunds and abatements by local governments during a reassessment cycle, oil and gas production, and revenues previously diverted for tax increment financing; and (2) revenue for the payment of bonds outstanding as of the effective date of the bill and interest thereon, contractual obligations approved by voters as of the effective date of the bill, and bonds or other contractual obligations issued with existing voted authorization. Beginning in 2025, revenue from voter-approved mill levy increases is also excluded. *It should be noted that any special district that has previously received voter approval for the waiver of the 5.5% statutory limitation and TABOR expenditure limitations are now subject to the above limitation.*

In addition, SB 24-233 requires that a local government either enact a temporary property tax credit or temporarily reduce its mill levy in order to meet the limitations of SB 24-233, and neither action shall change the underlying mill levy imposed by the local government and does not require prior voter approval. Pursuant to SB 24-233, revenues collected in excess of the above limitation must be refunded. SB 24-233 allows local governments to (1) waive the limit for a single property tax year,[9] a specified number of years, or for all future tax years with advance voter approval; and (2) seek voter authorization to (a) increase the total number of mills levied, or (b) allow a floating mill levy up to the property tax limit, so long as voter authorization for (a) and (b) are obtained after the effective date of SB 24-233.

2. Property Tax Assessment Rates and Reductions

SB 24-233 lowers assessment rates and extends value reductions for the 2024 property tax year (collection year 2025). For the 2024 tax year, SB 24-233 carries over the temporary assessment

[7] "Local government entity" for this portion of the bill means a governmental entity authorized to impose ad valorem taxes on taxable property within its territorial limits; however, school districts, home-rule jurisdictions, and local governments whose revenue is already limited by TABOR's collection, retention, and spending limits or by the 5.5% revenue limit are specifically excluded.

[8] "Base year" is defined as 1) "[f]or a local government entity that had a qualified property tax revenue for the property tax year commencing on January 1, 2023, the local governmental entity's qualified property tax revenue for the property tax year commencing on January 1, 2023, plus any money that the local governmental entity received pursuant to Section 39-3-210," C.R.S.; or 2) "[f]or a local governmental entity that did not have qualified property tax revenue for the property tax year commencing on January 1, 2023, the local governmental entity's qualified property tax revenue for the first year that the local governmental entity had property tax revenue." In addition, for local governmental entities that have temporarily waived the property limit, the local governmental entity's qualified property tax revenue for the most recent property tax year for which the local governmental entity temporarily waived the property tax limit serves as the base year.

[9] The base year for calculation of the 5.5% growth limit is based off the year when the waiver last applied.

rates and actual value reductions from the 2023 property tax year (collection year 2024). This includes a 6.7% assessment rate applied to the actual value of the property minus $55,000 or the amount that reduces assessed value to $1,000 for residential real property.

In addition, beginning in the 2025 property tax year, SB 24-233 creates two assessed values for each residential property: one that is used for mill levies assessed by school districts,[10] and one that is used for all other local government entities.[11] For local governments for property tax year 2025, SB 24-233 reduces the assessment rate for all residential property to 6.4% applied to the actual value of the property. For property year 2026, the residential assessment rate is 6.95% applied to the actual value of the property minus the lesser of (a) 10% of the actual value, or (b) $70,000 Finally, beginning with the 2027 property tax year, the $70,000 maximum is increased annually by inflation in the first year of each subsequent reassessment cycle.

SB24-233 (Concerning Property Tax) – Overview for Non-School Local Governments

	PTY* 2024	PTY 2025	PTY 2026	PTY 2027	PTY 2028
Property Tax Limit	No new limit	5.5%	5.5%	5.5%	5.5%
Residential AR**	6.7%	6.4%	6.95%	6.95%	6.95%
Homestead Exemption from Actual Value	$55K	10% of first $700K***	10% of first $700K***	10% of first $700K***	10% of first $700K***
Non-Residential AR**	27.9%	27%	25%	25%	25%
Commercial Exemption from Actual Value	$30K of actual value				

** Revenues are collected in the year following the Property Tax Year (PTY) – eg. PTY 2024 is collected in 2025*
*** Assessment Rate (AR)*
****The Homestead Exemption is adjusted by inflation/CPI starting in PTY 2025*

Source: Special District Association, 2024 Legislative Summary (July 2024)

3. State Reimbursements

Finally, SB 24-233 establishes a process by which local governments can be reimbursed by the State for revenue lost pursuant to the reductions in assessed value in the 2024 property tax year only. Reimbursements shall be based on the decline in assessed value multiplied by the local government's 2022 mill levy, less mills for bonds and contractual obligations. In order to qualify for State reimbursement, the change in assessed value from the 2022 property tax year to the 2024 property tax year must be negative. If there is insufficient State funding to fully backfill the eligible local governments, the backfill will be proportionately reduced.

[10] For purposes of this memorandum, details regarding school district assessment rates have been excluded.

[11] "Local government entity" for the purpose of this portion of the bill means a governmental entity authorized by law to impose ad valorem taxes on taxable property located within its territorial limits but excepting school districts. "Local government entity" does not include local governments that are subject to and have not received voter approval to exceed the 5.5% limitation of Section 29-1-301, C.R.S. nor entities that have not received voter approval to collect, retain, and spend without regard to TABOR.

SB 24-233 was signed into law by the Governor on May 14, 2024 and takes effect upon the Governor's proclamation of the results of the 2024 General Election only if voters do not approve ballot measures that either reduce valuations for assessment and/or require voter approval for retaining property tax revenue that exceeds a limit, as briefly discussed below.

Initiative 50 and Initiative 108

Initiative 50, which is qualified to appear on the November 2024 ballot, seeks to amend the Colorado Constitution[12] by imposing a 4% annual cap on total statewide property tax revenues. Any revenue received in excess of the 4% cap would require statewide advance voter approval to be retained.

Initiative 108, which is not yet qualified to appear on the November 2024 ballot, seeks to amend Colorado Revised Statutes[13] by reducing the residential assessment rate to 5.7% and non-residential assessment rate to 24%. Initiative 108 would require State backfill of revenue loss to local governments as a result of this measure.

Should either Initiative 50 or Initiative 108 be approved by voters at the November 2024 election, SB 24-233 will not take effect.

Tax Rate Information to Real Property Owners **HB 24-1302**

HB 24-1302 requires taxing authorities, including special districts, to submit certain information about each mill levy they impose with their annual certification of levies starting with the 2024 property tax year (fiscal year 2025).

The required information includes:[14]

1. The rate of the levy;
2. The prior year levy and revenue collected from the levy;
3. The maximum levy that may be levied without further voter approval;
4. The allowable annual growth in revenue collected from the levy;
5. The actual growth in revenue collected from the levy over the prior year;
6. Whether revenue from the levy is allowed to be retained and spent as a voter-approved revenue change under TABOR;
7. Whether revenue from the levy is subject to the statutory 5.5% local revenue growth limit;
8. Whether revenue from the levy is subject to any other limit;
9. Whether the levy must be adjusted, or whether a mill levy credit must be allowed, to collect a certain amount of revenue for the tax year and, if applicable, that amount of revenue; and

[12] Requires 55% approval to pass.

[13] Requires 50% approval to pass.

[14] Counties are required to ensure that such information is publicly available beginning January 1, 2026. From December 31, 2024 through December 31, 2025, counties must ensure the information is available upon request.

10. Any other information determined necessary by the Department of Local Affairs ("DOLA").

On or before September 1, 2024, DOLA is required to determine the process by which taxing authorities, including special districts, will provide the above information.

Finally, under current law, county assessors are required to include an estimate of taxes owed with the notice of valuation that is sent annually to each property owner. HB 24-1302 removes this requirement.

HB 24-1302 took effect on June 3, 2024.

Senior Primary Residence Property Tax Reduction **SB 24-111**

SB 24-111 establishes a new subclass of residential property called "qualified-senior primary residence real property." For the 2025 and 2026 property tax years, SB 24-111 reduces the assessed value of owner-occupied senior primary residences for those who previously qualified for the senior homestead tax exemption in 2020 or later years but have since relocated. The actual value of the property is adjusted to 50% of the first $200,000 or the amount that causes the valuation or assessment to be $1,000. SB 24-111 requires that revenue lost by local governmental entities, including special districts, be reimbursed by the State. SB 24-111 will take effect on August 7, 2024, assuming no referendum petition is filed.

County Revitalization Authorities **HB 24-1172**

HB 24-1172 allows counties to create county revitalization authorities ("CRAs") to promote economic revitalization in unincorporated areas of the State. CRAs may use resources such as tax increment financing and private financing to conduct revitalization projects according to approved plans. Plans must be reviewed by county planning commissions, are subject to statutory notice provisions, and the public decision-making process. HB 24-1172 outlines the requirements for counties choosing to create and administer a CRA. Under HB 24-1172, special districts have the option to request to join a CRA and participate in the revitalization effort. HB 24-1172 will take effect on August 7, 2024, assuming no referendum petition is filed.

ELECTIONS

Modifications to Laws Regarding Elections **SB 24-210**

SB 24-210 contains various additions, amendments, and repeals regarding Colorado's election laws. Many sections of this bill do not apply to special districts; however, the bill includes the following changes, which may affect special district elections:[15]

[15] It should be noted that other elements of SB 24-210 may apply to elections coordinated by the county.

- Section 39 specifies the conditions under which an elector may request a replacement ballot from the designated election official and modifies the time by which an elector must submit that request to remove the requirement that it be made before 5:00 p.m. on Election Day.
- Section 41 eliminates a requirement from Section 1-10.5-104, C.R.S. that the designated election official order a recount no later than 25 days after the election if it appears that a recount is required for any office, ballot question, or ballot issue. Section 1-13.5-1306, C.R.S. still contains recount requirements for the Colorado Local Government Election Code.
- Section 49 prohibits a natural person who is not a citizen of the United States, a foreign government, or a foreign corporation from making a direct ballot issue or ballot question expenditure in the State.

The foregoing provisions of SB 24-210 took effect on June 1, 2024.

EMPLOYMENT

Public Employees' Workplace Protection — SB 24-232

SB 24-232 clarifies definitions in the Protection for Public Workers Act, which was adopted by SB 23-111. It clarifies that "protected, concerted activity for the purpose of mutual aid or protection" does not include the right or obligation to recognize or negotiate a collective bargaining agreement and does not include certain activities of confidential or managerial public employees. It further clarifies that public employers (which includes special districts) may limit the rights of an employee to the extent necessary to maintain the nonpartisan role of the employer's nonpartisan legislative, judicial, or election-related staff. SB 24-232 also clarifies that activity by a public employee that results in a material disruption of a public employee's duties, the public employer's operations, or the delivery of public services is not a protected activity; provided, disagreement with the content of a viewpoint expressed or a strike does not constitute a material disruption. In addition, SB 24-232 modifies the applicability of a public employer's authority to limit the rights of public employees in certain circumstances. SB 24-232 will take effect on August 7, 2024, assuming no referendum petition is filed.

Safer Youth Sports — SB 24-113

SB 24-113 establishes requirements for nonprofit and for-profit youth sports organizations as well as local governments providing youth athletic activities. It requires local governments,[16] including special districts, perform a criminal history record check prior to employing a person as a coach of a youth athletic activity. Any person who has been convicted of, pled nolo contendere to, or have a deferred sentence or prosecution for felony child abuse or felony unlawful sexual behavior, including a comparable offense committed in another state, is disqualified from acting as a coach of a youth athletic activity.

[16] "Local government" has the same meaning as set forth in Section 29-1-102, C.R.S. This includes, but is not limited to, authorities, counties, municipalities, and special districts.

In addition, local governments must make available a prohibited conduct policy relating to youth athletic activities,[17] including (1) a list of prohibited conduct by coaches, parents, spectators, and athletes; (2) a mandatory reporting policy for adults who have knowledge of an act of prohibited conduct; and (3) a code of conduct for parents, spectators, coaches, and athletes to follow, which may be the model code of conduct policy made available by the Department of Early Childhood.

SB 24-113 will take effect on August 7, 2024, assuming no referendum petition is filed.

MISCELLANEOUS[18]

Concerning Prohibiting Restrictions on the Use of Fire-Hardened Building Materials in Residential Real Property — HB 24-1091

HB 24-1091 prohibits property transfer instruments (*e.g.*, deeds or contracts), homeowner association bylaws, and declarations from restricting the installation, use, or maintenance of fire-hardened building materials in residential property. Existing provisions that violate this prohibition are void and unenforceable as of March 12, 2024. HB 24-1091 took effect on March 12, 2024.

Discrimination in Places of Public Accommodation — HB 24-1124

Under current law, any person who discriminates in places of public accommodation is subject to a fine of not less than fifty dollars ($50) nor more than five hundred dollars ($500). HB 24-1124 increases the fine amount to three thousand five hundred dollars ($3,500) for each violation. HB 24-1124 will take effect on August 7, 2024, assuming no referendum petition is filed.

Hold Harmless for Error in GIS Database Data — SB 24-023

SB 24-023 establishes that any vendor relying on the DOR's GIS database to determine the tax rate and which local tax jurisdictions[19] are owed sales and use tax is held harmless in an audit by the State or any local taxing jurisdiction for an underpayment of tax, charge, or fee liability that results solely from an error or omission in the GIS database. To be held harmless, the vendor must collect and produce certain documentation to demonstrate proper system use. SB 24-023 applies to audits commenced by local taxing jurisdictions, directly or by contractors, on or after April 19, 2024.

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[17] "Youth athletic activity" means "an organized athletic activity in which the majority of the participants are less than eighteen years of age and are engaging in an organized athletic game, competition, or training program."

[18] It should be noted that all bills affecting homeowners associations are not included for purposes of this memorandum and there may be other bills not otherwise mentioned here. Please contact legal counsel for more information regarding homeowners association bills.

[19] "Local Taxing Jurisdiction" means "a city, town, municipality, county, special district, or authority authorized to levy a sales or use tax pursuant to title 24, 25, 29, 30, 31, 32, 37, 42, or 43, and any county, city and county, or municipality governed by a home rule charter that uses the electronic sales and use tax simplification system."

Towing Carrier Regulation — HB 24-1051

HB 24-1051 imposes additional limitations and obligations on towing companies and owners of private property that must be followed prior to the nonconsensual towing of a vehicle from private property. Because HB 24-1051 applies to private property, there is likely no impact on most special districts. However, private property is not defined for purposes of HB 24-1051, and some special districts may be providing covenant enforcement on property that is privately owned. As such, special districts that are or may in the future engage in towing are encouraged to discuss this bill and other legal considerations related to towing with legal counsel. HB 24-1051 will take effect on August 7, 2024, assuming no referendum petition is filed.

Local Government Utility Relocation in Right-Of-Way — HB 24-1266

SB 24-1266 focuses on coordination between "local governments"[20] and utility providers for utility relocation work[21] required for road improvement projects[22] and establishes guidelines for notifications from local governments. SB 24-1266 broadly defines "public roadway" as property controlled by a local government that is acquired, dedicated, or reserved for the construction, operation, and maintenance of a street or public highway and that is open to public travel, or any other public highway established by law.

Although SB 24-1266 does not specifically implicate special districts, these requirements may come into play if there is engagement in a roadway improvement project that requires relocation of utility facilities with an affected local government. SB 24-1266 will take effect on August 7, 2024, assuming no referendum petition is filed, and will apply to relocation work commenced on or after the effective date.

Prohibiting Carrying Firearms in Sensitive Spaces — SB 24-131

SB 24-131 prohibits, with limited exceptions, the carrying of firearms in government buildings (including the property, offices, and adjacent parking lots) of the general assembly, local government governing bodies,[23] and courthouses). In addition, SB 24-131 permits a local

[20] "Local government" is defined to include a statutory or home rule county, city and county, municipality, or town, excluding a local government that has granted a franchise to a utility company pursuant to Section 31-32-101 or article XX of the Colorado constitution.

[21] This includes "private project relocation" work including a construction or reconstruction project for the adjustment, expansion, or realignment of a public roadway or public right-of-way that 1) requires the removal, relocation, or alteration of a utility, 2) is necessary to facilitate the development of private property, and 3) is required by reason of a local government zoning, approval, or other land use regulation permitting requirement.

[22] "Road improvement project" means "any construction or reconstruction project for the adjustment, expansion, or realignment of a public roadway or public right-of-way, including but not limited to maintenance, replacement, bridge, culvert, or traffic signal projects" (not for projects under the control of CDOT).

[23] This includes the property or within any building in which the (1) chambers of a local government's governing body are located; (2) meeting of a local government's governing body is being conducted; or (3) official office of any

government,[24] including special districts, to enact an ordinance, regulation, or other law allowing a person to carry a firearm at any of the applicable locations. SB 24-131 took effect on July 1, 2024.

Emission Reduction Requirements for Lawn and Garden Equipment **Regulation No. 29**

In February 2024, the Air Quality Commission adopted Regulation No. 29 to reduce air pollution from gas-powered lawn and garden equipment. Regulation No. 29 prohibits local governments, including special districts and their contractors, from using certain gas-powered push and held-held lawn and garden equipment with an internal combustion engine smaller than 7 kW (10 horsepower) between June 1 and August 31 of each year in the ozone nonattainment area[25] beginning June 1, 2025.

elected member of a local government's governing body or of the chief executive officer of a local government is located.

[24] "Local government" is defined as "any city, county, city and county, special district, or other political subdivision of this state, or any department, agency, or instrumentality thereof."

[25] The current "ozone nonattainment areas" designated by the Air Quality Control Commission and approved by the U.S. Environmental Protection Agency are Adams County, Arapahoe County, Boulder County, Broomfield County, Denver County, Douglas County, Jefferson County, Weld County, and a portion of Larimer County.