

NOTICE AND AGENDA FOR REGULAR MEETING

MARVELLA METROPOLITAN DISTRICT

Board of Directors:

Term:

Tahlia Sayers, President	May 2025
Craig Corliss, Secretary	May 2027
Ian Roth, Treasurer	May 2025
Michael Kark, Assistant Secretary	May 2027
Jacob Beniflah, Assistant Secretary	May 2025

DATE: FRIDAY, AUGUST 11, 2023

TIME: 12:00 P.M.

THE MEETING WILL BE HELD VIRTUALLY. PARTICIPATION INFORMATION IS BELOW:

Join Zoom Meeting Zoom Meeting

<https://us06web.zoom.us/j/82679187778?pwd=QzJEeHM0ZUZLWEpEdVlJakRxYmRYQT09>

Meeting ID: 826 7918 7778

Passcode: 303542

One tap mobile

+17193594580,,82679187778# US

+17207072699,,82679187778# US (Denver)

- I. CALL TO ORDER AND DECLARATION OF A QUORUM
- II. DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST
- III. APPROVAL OF OR AMENDMENT TO THE AGENDA
- IV. PUBLIC COMMENT FOR NON-AGENDA ITEMS (3-MINUTE LIMIT PER PERSON)
- V. FINANCIAL ITEMS:
 1. Review and Consider Ratification of Payment of Claims (enclosures)
 2. Review and Consider Acceptance of Cash Position Summary Dated August 4, 2023 (enclosure)
 3. Review and Consider Approval of the Unaudited Financial Statement for the Period Ended July 31, 2023 (enclosures)

VI. MANAGEMENT ITEMS:

1. Management Report (enclosure)
2. Consider Approval of the June 16, 2023, Minutes (enclosure)
3. Consider Ratification of Snow Removal Services Contract with BrightView Landscape Services, Inc. (enclosure)

VII. ATTORNEY ITEMS:

1. Legislative Report – 2023 Legislative Memorandum on HB 23-1105 (enclosure)
2. Executive Session pursuant to Sections 24-6-402(4)(b) and 24-6-402(4)(e), C.R.S., for the purposes of receiving legal advice on specific legal questions and determining positions relative to matters that may be subject to negotiations, developing strategies for negotiations, and instructing negotiators all related to disputes with Century Communities and related matters.

VIII. ADJOURNMENT:

The next regular meeting of the Board will be held on November 10, 2023, at 12:00 noon.

Marvella Metropolitan District
CLAIMS REGISTER
June 1, 2023 to July 31, 2023

Ratify

Payables for ratification				
Invoice #	Date of Service	Vendor	Description	Amount
5533615	06.01.23	Brightview	Irrigation	325.32
8418236	05.16.23	Brightview	Landscape	1,665.00
8436511	06.16.23	Brightview	Landscape	1,665.00
5534861	06.02.23	Brightview	Irrigation	178.94
5533617	06.01.23	Brightview	Irrigation	140.00
03.31.23	03.31.23	CRS	District Management and accounting	2,989.50
			Elections	781.64
04.30.23	04.30.23	CRS	District Management and accounting	1,469.50
			Elections	72.14
05.31.23	05.31.23	CRS	District Management and accounting	4,748.00
			Elections	94.50
			Pool Maintenance	421.00
9896	06.05.23	FMC Services	Landscape maintenance and repair	21.50
23556	04.30.23	Icenogle Seaver Pogue	Legal	323.50
			Elections	193.50
4383	04.10.23	Southeast Metro Stormwater Authority	Utilities - Sewer	81.50
			Total payments	15,170.54

Autopayments				
	Auto pay date	Vendor	Description	Amount
827860119	06.01.23	Xcel - #53-0013209803-9	Utilities - Electric	\$ 53.10
	06.06.23	Bill.com	Miscellanenous	\$ 79.85
1503070	05.10.23	Comcast	Comcast	\$ 202.62
6681556356	05.26.23	Denver Water	Utilities - Water	\$ 223.30
1307856517	05.26.23	Denver Water	Utilities - Water	\$ 261.80
0864967361	05.26.23	Denver Water	Utilities - Water	\$ 1,200.10
2179194-0178-6	06.01.23	Waste Management	Trash	\$ 1,149.43
831075352	06.27.23	Xcel - #53-0013209803-9	Utilities - Gas	\$ 808.84
	06.30.23	Xcel (Old Account)	Utilities - Electric	\$ 9,267.45
1503070	06.10.23	Comcast	Comcast	\$ 202.62
2216884-0178-7	07.30.23	Waste Management	Trash	\$ 1,151.85
834913845	07.24.23	Xcel - #53-0013209803-9	Utilities - Gas	\$ 542.35
835803177	07.28.23	Xcel - #53-0013209803-9	Utilities - Electric	\$ 114.23
			Total autopay	15,257.54

Total All Payments	30,428.08
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Marvella Metropolitan District
CLAIMS REGISTER
August 1, 2023 to August 4, 2023
Ratify

Payables for ratification				
Invoice #	Date of Service	Vendor	Description	Amount
88455132	06.02.23	BrightView Landscape	Landscape Maintenance/Repair	\$ 13,125.00
5562309	06.13.23	BrightView Landscape	Irrigation Repairs	\$ 361.59
5567016	06.16.23	BrightView Landscape	Irrigation Repairs	\$ 140.00
5579070	06.27.23	BrightView Landscape	Irrigation Repairs	\$ 309.66
8480676	07.01.23	BrightView Landscape	Landscape Maintenance/Repair	\$ 1,665.00
5601238	07.17.23	BrightView Landscape	Irrigation Repairs	\$ 499.52
06.30.23	06.30.23	CRS	District Management	\$ 3,340.00
			Website	\$ 159.70
			Accounting	\$ 2,032.00
			Pool Maintenance	\$ 928.00
			Elections	\$ 135.00
10144	07.03.23	FMC Services LLC	Landscape Maintenance/Repair	\$ 21.50
9486	05.02.23	FMC Services LLC	Landscape Maintenance/Repair	\$ 21.50
23777	05.31.23	Icenogle Seaver Pogue, PC	Legal - General	\$ 443.00
			Elections	\$ 842.00
4904	05.15.23	Perfect Pools	Pool Maintenance	\$ 3,500.00
4973	06.19.23	Perfect Pools	Pool Maintenance	\$ 2,000.00
5487903 08.2023	08.01.23	Zions Bank Corporate Trust	Dues	\$ 2,000.00
			Total payments	\$ 31,523.47

**MARVELLA METROPOLITAN DISTRICT
CASH POSITION
Year to Date (YTD) as of July 31, 2023
Adjusted as of August 4, 2023**

Account Activity Item Description	CHECKING		INVESTMENTS	BONDS			TOTAL ALL ACCOUNTS
	1ST Bank	InBank	ColoTrust Plus	ZIONS BANK			
				Pledged Revenue	Surplus Fund	Loan Payment	
Beginning balance per bank	\$ 10,689	\$ -	\$ 243,494	\$ 2,054	\$ 97,134	\$ -	\$ 353,371
YTD credits - Total deposits, wires and transfers	130,000	21,500	560,105	179,064	-	73,825	964,494
YTD debits - Total vouchers, wires and transfers	(124,348)	(1,152)	(330,565)	(73,825)	-	(73,825)	(603,715)
YTD bank balance	16,341	20,348	473,034	107,293	97,134	-	714,150
Less: outstanding checks	-	-	-	-	-	-	-
Adjusted balance at end of period	16,341	20,348	473,034	107,293	97,134	-	714,150
Pledged revenue transfer	-	-	(98,768)	98,768	-	-	-
Amounts allocated for debt service	-	-	(65,431)	(206,061)	(97,134)	-	(368,626)
Unrestricted cash at end of period	16,341	20,348	308,835	-	-	-	345,524
Current period activity							
Payables and autopays - prior	-	(49,520)	-	-	-	-	(49,520)
Payables and autopays - current	-	(2,838)	-	-	-	-	(2,838)
Transfers	-	40,000	(40,000)	-	-	-	-
CURRENT ADJUSTED UNRESTRICTED BALANCE	\$ 16,341	\$ 7,990	\$ 268,835	\$ -	\$ -	\$ -	\$ 293,166

MARVELLA METROPOLITAN DISTRICT
Balance Sheet - Governmental Funds
As of July 31, 2023
Unaudited

	<u>General Fund</u>	<u>Debt Fund</u>	<u>Total</u>
<u>Assets</u>			
Cash - 1st Bank	\$ 16,341	\$ -	\$ 16,341
Cash - InBank	20,348	-	20,348
Cash - ColoTrust - Plus	308,835	164,199	473,034
Zion - Pledged revenue	-	107,293	107,293
Zion - Surplus fund	-	97,134	97,134
Property taxes receivable, net of fees	3,261	3,258	6,519
Total assets	<u>\$ 348,785</u>	<u>\$ 371,884</u>	<u>\$ 720,669</u>
<u>Liabilities</u>			
Accounts payable	\$ 47,520	\$ 2,000	\$ 49,520
Deferred property taxes	3,261	3,258	6,519
Total liabilities	<u>50,781</u>	<u>5,258</u>	<u>56,039</u>
<u>Fund balance</u>			
Fund balance	172,089	163,832	335,921
Current year net change	125,915	202,794	328,709
Total fund balance	<u>298,004</u>	<u>366,626</u>	<u>664,630</u>
Total liabilities and fund balance	<u>\$ 348,785</u>	<u>\$ 371,884</u>	<u>\$ 720,669</u>

**MARVELLA METROPOLITAN DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
BUDGET VS ACTUAL - MODIFIED ACCRUAL (BUDGETARY) BASIS
For the Seven Months Ended July 31, 2023
Unaudited**

	YTD Actual	Adopted 2023 Budget	Percent of Budget (YTD 58%)
REVENUES			
Property taxes	\$ 268,825	\$ 272,135	99%
Specific ownership taxes	8,932	13,607	66%
Interest	5,168	4,000	129%
Total revenues	282,925	289,742	98%
EXPENDITURES			
General			
Accounting / audit	11,739	6,500	181%
County treasurer fees	4,033	4,082	99%
District management and conveyance	10,397	35,000	30%
Dues and subscriptions	564	-	-
Election	3,967	5,000	79%
Insurance	10,523	11,000	96%
Legal - general	8,341	30,000	28%
Legal - conveyance	-	20,000	0%
Website	785	2,000	39%
Community events	-	500	0%
Conveyance	-	10,000	0%
Landscape maintenance	24,982	35,000	71%
Landscape improvements	-	10,000	0%
Landscape irrigation	3,765	9,000	42%
Snow removal	9,715	25,000	39%
Pool maintenance and chemicals	15,069	16,000	94%
Equipment repairs and maintenance	-	4,000	0%
Trash	8,163	15,000	54%
Utilities - water	12,194	10,000	122%
Utilities - Comcast	1,519	2,600	58%
Utilities - Xcel	11,010	8,000	138%
Utilities - Sewer	805	-	-
Miscellaneous	760	1,000	76%
Engineering certification	-	7,000	0%
Maintenance reserve	18,679	60,000	31%
Contingency	-	15,000	0%
Reserve study	-	2,500	0%
Emergency reserve	-	9,900	0%
Total expenditures	157,010	354,082	44%
NET CHANGE IN FUND BALANCE	125,915	<u>\$ (64,340)</u>	
BEGINNING FUND BALANCE	<u>172,089</u>		
ENDING FUND BALANCE	<u>\$ 298,004</u>		

**MARVELLA METROPOLITAN DISTRICT
DEBT SERVICE FUND
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
BUDGET VS ACTUAL - MODIFIED ACCRUAL (BUDGETARY) BASIS
For the Seven Months Ended July 31, 2023
Unaudited**

	<u>YTD Actual</u>	<u>Adopted 2023 Budget</u>	<u>Percent of Budget (YTD 58%)</u>
REVENUES			
Property taxes	\$ 268,558	\$ 271,865	99%
Specific ownership taxes	8,922	13,593	66%
Interest	5,168	1,200	431%
Total revenues	<u>282,648</u>	<u>286,658</u>	<u>99%</u>
EXPENDITURES			
Bond principal	-	150,000	0%
Bond interest	73,825	146,028	51%
County treasurer fees	4,029	4,078	99%
Paying agent fees	2,000	2,000	100%
Total expenditures	<u>79,854</u>	<u>302,106</u>	<u>26%</u>
NET CHANGE IN FUND BALANCE	202,794	<u>\$ (15,448)</u>	
BEGINNING FUND BALANCE	<u>163,832</u>		
ENDING FUND BALANCE	<u>\$ 366,626</u>		

MARVELLA METROPOLITAN DISTRICT

MANAGER'S REPORT

AUGUST 2023

- **Landscaping/Grounds/Streets**
 - Brightview has provided quotes to clean up the native areas and replace 3 trees on South Olive. Proposals are included in the meeting packet for consideration. Cost estimate for the native area clean-up is \$1043.90. Tree replacement cost estimate is \$4,390.00
 - Brightview is also providing a proposal to repair the trellis by the pool/fire pit. We will have that quote this week.
 - The fire pit was repaired and is now operational. The issue at hand is now to formulate a process for residents to use the fire pit. Designation of a board member to have responsibility for the key and oversight of the firepit usage. Predetermined times for residents to visit the firepit might be posted to newsletters and messages from the board to the residents.
 - Brightview will remove all support sticks and straps from all trees in the community that are able to stand without them. This will be done before or on August 10, 2023.
 - There are several cracks on the streets that need to be filled. Mr. Schenfeld has contacted the City and asked them to repair them. He was informed that it was not in the budget for 2023, but they would be considered in 2024. Mr. Schenfeld will continue to monitor this.
 - The entry monuments had letters that were beginning to fall off their mounting. Mr. Schenfeld has repaired these letters and they are all now secure.

- **Covenant Violations**
 - There are none to note.

- **Pool Update**
 - This year has proven to be somewhat difficult with the pool. There have been several instances where the water levels in the pool drop or the temperature of the water drops uncomfortably low. Perfect Pools has been extremely responsive in dealing with these issues. Some of the issue include:
 - The boiler did burn out and it was found that the internal coil had never been cleaned, to the best knowledge of Perfect Pools, since originally installed. Perfect Pools responded and was able to find a contractor able to repair the boiler.
 - Water levels also continue to be an issue that are addressed regularly by Perfect Pools. The water from the pool waterfalls into the small retention pond below, but has not been working consistently. There are several factors that continue to affect the proper water levels. When this issue arises, Perfect Pools has responded to repair the issue and return water levels to where they should be.

- Perfect Pools has also said that there is an internal leak in the pool and that they would do more analysis to determine best solutions to fix the leak. We will present solutions for the directors to evaluate whether to fix the leak immediately, or to wait for the fall when the pool season is over.
 - CRS has requested proposals for 2024 pool management.
 - To begin the pool season, there were key issues that prevented many residents from entering the pool through either of the gates. CRS has delivered several physical keys to residents that were unable to access the pool. CRS has also been working to re-program the key fob functionality of the gates.
 - The WiFi service at the pool has been discontinued.
- **Newsletter Preparation**
 - CRS sent a newsletter to the community in early July. The team plans to send another newsletter as the holidays are approaching. Please forward any ideas you have.

- **2024 Budget Schedule**

- | | |
|-------------|--|
| August 15 | Preliminary assessed valuation received from Arapahoe County |
| October 15 | CRS to prepare draft 2024 and distribute to Board |
| | It is very likely that two budgets will be prepared for Board review – one if HH doesn't pass at the November election and one if HH does pass at the November election. |
| November 7 | Election Day |
| November 10 | Conduct Public Hearing on 2024 Budget |
| December 10 | Deadline for County to provide final Assessed Valuation (if HH doesn't pass) |
| December 15 | Deadline to Certify Mill Levies (If HH doesn't pass) |
| December 30 | Deadline for County to provide final Assessed Valuation (if HH does pass) |
| January 5 | Deadline to Certify Mill Levies (if HH does pass) |

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE MARVELLA METROPOLITAN DISTRICT HELD JUNE 16, 2023

A special meeting of the Board of Directors of the Marvella Metropolitan District, Arapahoe County, Colorado was held at 1:00 PM on Friday, June 16, 2023, via Zoom.

Attendance In attendance were Directors:

Tahlia Sayers, President
Craig Corliss, Secretary
Ian Roth, Treasurer
Jacob Beniflah, Assistant Secretary

Absent was Director Kark, whose absence was excused.

Also in attendance were:

Sue Blair and Rhonda Bilek Community Resource Services of Colorado (CRS)
Tamara Seaver, District Attorney, Icenogle Seaver Pogue

Call to
Order

A quorum of the Board was present, and the meeting was called to order at 1:06 p.m. Director Roth motioned to excuse Director Kark from today's meeting. Upon second by Director Sayers, vote was taken, and the motion carried unanimously.

Director
Qualifications
Conflict of
Interest

The Board of Directors reviewed the agenda for the meeting, following which each Director confirmed the contents of written disclosures previously made, if any, stating the fact and summary nature of any matters, as required by Colorado law, to permit official action to be taken at the meeting. Additionally, the Board of Directors determined that the participation of the members present was necessary to obtain a quorum or otherwise enable the Board to act.

Agenda

Per request to move the attorney items consisting of the executive session and Senate Bill 303 after public comment. Upon a motion duly made by Director Sayers, seconded by Director Corliss, and upon vote, unanimously carried, the Board approved the agenda to be amended.

Public
Comment

No public comment was received.

Executive

RECORD OF PROCEEDINGS

Session Director Sayers moved that the Board enter into Executive Session pursuant to Sections 24-6-402(4)(b) and 24-6-402(4)(e), C.R.S., for the purposes of receiving legal advice on specific legal questions and determining positions relative to matters that may be subject to negotiations, developing strategies for negotiations, and instruction negotiators all related to disputes with Century Communities and related matters. Upon second by Director Roth, vote was taken, and the Board entered into Executive Session at 1:07 p.m.

The Board reconvened into regular session at 1:41 p.m.

Action

Items

No action was taken by the Board after the Executive Session.

Financial

Items

Review and Consider Ratification/Approval of Payment of Claims: Ms. Blair reviewed the claims, after questions and discussion. Upon motion duly made by Director Sayer, seconded by Director Roth, and upon vote, the Board unanimously ratified and approved the claims as presented.

Unaudited Financial Statements and Cash Position: Ms. Blair reviewed the cash position and financials and answered questions from the Board. Upon motion duly made by Director Sayer, seconded by Director Roth, and upon vote, the Board unanimously approved the unaudited financials as presented.

Consider Ratification of the 2022 Audit Exemption: Upon motion duly made by Director Roth, seconded by Director Corliss, and upon vote, the board unanimously ratified the 2022 Audit Exemption.

Management

Items

Approval of Minutes – February 10, 2023: Director Sayers moved to approve the minutes as presented. Upon second by Director Corliss, vote was taken, and motion carried unanimously.

Manager's Report: Ms. Blair presented the report to the Board.

- Pool Key Report - pool keys have been distributed, gate lock is still an issue and will possibly need to be re-keyed and/or repaired.
- Community Report – Mat is still waiting for information and report will be distributed as soon as information is verified.
- Report on the native Track Maintenance & Southeast Metro Stormwater Authority (SEMSWA) – Ms. Blair has not received their update.
- 2024 Budget Schedule – no schedule discussed.
- Recommendation to Change Bank - Ms. Blair informed the Board that 1st Bank requires a monthly fee of \$1000.00. She suggested the Board consider changing the District bank to InBank and their bill.com billing system. Upon

RECORD OF PROCEEDINGS

motion duly made by Director Sayer, seconded by Director Roth, and upon vote, the Board unanimously approved changing District banking to InBank.

- Consider Ratification of Landscaping Services Contract with BrightView Landscape Services, Inc. - Upon motion duly made by Director Sayer, seconded by Director Roth, and upon vote, the Board unanimously ratified the contract with BrightView Landscape Services.
- Election of Offices – Upon motion duly made by Director Roth, seconded by Director Corliss, and upon vote, the Board moved to keep the current director’s position.
- Confirm Quorum for August 11, 2023, Meeting – Quorum was confirmed.

Adjournment

Upon a motion duly made by Director Sayers, seconded by Director Roth, and upon vote, the meeting was adjourned at 2:25 p.m.

Respectfully submitted,

Secretary for the Meeting

**MARVELLA METROPOLITAN DISTRICT
SNOW REMOVAL SERVICES CONTRACT**

This **SNOW REMOVAL SERVICES CONTRACT** (“Contract”) is entered into as of _____, 2023, by and between **MARVELLA METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado organized pursuant to Title 32 of the Colorado Revised Statutes (the “District”), and **BRIGHTVIEW LANDSCAPE SERVICES, INC**, a Colorado corporation (the “Contractor”).

RECITALS

WHEREAS, the District was organized pursuant to the laws of the State of Colorado in order to construct, operate and maintain certain public facilities and improvements in accordance with its approved service plan; and

WHEREAS, pursuant to Section 32-1-1001(1)(d)(I), C.R.S., the District is permitted to enter into contracts affecting its affairs; and

WHEREAS, the District has determined that it requires the performance of various snow removal services; and

WHEREAS, the District desires to engage the Contractor to render these services; and

WHEREAS, the Contractor desires to render said services; and

WHEREAS, the parties desire to enter into this Contract to establish the terms and conditions by which the Contractor shall provide the services to the District.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF SERVICES.

The Contractor shall provide the snow removal services, including any and all necessary documentation, materials and equipment, as described in **Exhibit A** attached hereto and incorporated herein by this reference (the “Services”). The Contractor shall be responsible for providing, at its cost and expense, all management, supervision, labor, materials, administrative support, supplies and equipment necessary to perform the Services as required by this Contract. If such a schedule is included, the Services shall be performed in accordance with the schedule set out in **Exhibit A**.

2. COMPENSATION.

2.1. Compensation for Services. The District shall compensate the Contractor for all

labor, equipment and material necessary to provide the Services according to the rate schedule attached hereto and incorporated herein in **Exhibit B**, subject to District annual appropriations and in accordance with and subject to all of the conditions in this Contract. In no event shall compensation for the Services exceed Two Thousand Dollars (\$2,000.00) (the “Compensation”). The Compensation is inclusive of all reimbursable expenses and shall not be exceeded without the written authorization of the District.

2.2. Additional Services. If the District provides Contractor with a written request for services in addition to those listed in Exhibit A (“Additional Services”), any Additional Services will be provided on a time and materials basis at the billing rates attached hereto as **Exhibit B** and incorporated herein by this reference (the “Additional Services”). Upon receipt of such a request, the District and the Contractor shall negotiate the scope of the relevant Additional Services, which shall be subject to the mutual written agreement of the District and the Contractor. If the Contractor performs any Additional Services prior to or without receiving such a request from the District, the Contractor shall not be entitled to any compensation for such Additional Services.

2.3. Payments. The Contractor shall submit monthly invoices to the District for Services satisfactorily performed during each month of the term of this Contract. The District’s approval of invoices shall be a condition of payment. All invoices shall be addressed to the District as follows: Marvella Metropolitan District, c/o Community Resource Services of Colorado, LLC, 7995 E. Prentice Avenue, Suite 103E, Greenwood Village, CO 80111, Sue Blair, sblair@crsofcolorado.com, and Michael Schenfeld, mschenfeld@crsofcolorado.com.

2.3.1. Requirements for Payment.

a. Invoices. The Contractor’s invoices shall be in a format acceptable to the District, shall be supported by cost information in such detail as may be required by the District and shall be sufficient to substantiate all items for a proper audit and post audit thereof.

b. Invoice Documentation. With each invoice, the Contractor shall submit a progress report providing the following: (1) a detailed description of the Services performed; (2) the name of the person who performed the Services; (3) the date and time when the Services were performed; (4) the results achieved; (5) receipts which document direct costs reflected in the invoice; (6) the status of deliverables; and (7) a certification that the Contractor is current in payment of all employees and subcontractors and vendors and, if not current, a description of the non-current items and reasons for such.

2.3.2. Unsatisfactory Invoices or Services. The District may return to the Contractor for revision of unsatisfactory invoices and may withhold payment thereof. The District may withhold payment for Services which are not completed as scheduled, or which are completed unsatisfactorily, until completed satisfactorily and may deny payment for such Services upon termination of this Contract.

2.3.3. Right of Set-off. Without prejudice to any other right or remedy it may have,

the District reserves the right to set off at any time any amount owing to it by the Contractor against any amount payable by the District to the Contractor under this Contract.

2.4. Time of Payments. The District shall render payment to the Contractor within thirty (30) days of receipt of the invoice for all approved invoiced Services not previously invoiced and which were performed no more than forty-five (45) days prior to the District's receipt of the invoice.

2.5. In compliance with Section 24-91-103.6, Colorado Revised Statutes, the following statements are included in this Contract:

2.5.1. The District has appropriated an amount of money equal to or in excess of the contract amount for the Services to be performed under this Contract.

2.5.2. The District is prohibited from issuing any change order or other form of order or directive requiring additional compensable work to be performed by the Contractor, if such directive causes the aggregate amount under the Contract to exceed the amount appropriated for the original Contract, unless the Contractor is given written assurance by the District that lawful appropriations to cover the costs of the additional work have been made or unless such work is covered under a remedy-granting provision in the Contract. "Remedy-granting provision" means any contract clause which permits additional compensation in the event that a specific contingency or event occurs. Such term shall include, but not be limited to change clauses, differing site conditions clauses, variation in quantities clauses, and termination clauses.

2.5.3. Any form of order or directive issued by the District requiring additional compensable work to be performed by the Contractor shall be deemed to include a clause that requires the District to reimburse the Contractor for the Contractor's costs on a periodic basis for all additional directed work performed until such time as a change order is finalized. Provided, however, that in no instance shall the periodic reimbursement be required before the Contractor has submitted an estimate of cost to the District for the additional compensable work to be performed.

3. TERM.

The term of this Contract shall begin on October 1, 2023 and shall expire on April 30, 2024, or by the exercise of the termination provisions specified herein, whichever occurs first.

4. GENERAL PROVISIONS/REPRESENTATIONS.

4.1. Inspections/Services. The Contractor has familiarized itself with the nature and extent of the Contract and the proposed Services. To the extent the Contractor deems necessary, the Contractor has inspected the sites and all surrounding locations whereupon it may be called to perform its obligations under this Contract and is familiar with the requirements of the Services and accepts

them for such performance.

4.2. Good Standing. The Contractor is validly organized and exists in good standing under the laws of the State of Colorado and has all requisite power to own its properties and assets and to carry on its business as now conducted or proposed to be conducted and it is duly qualified, registered to do business and in good standing in the State of Colorado.

4.3. Professional Standards. The Contractor will perform all Services in accordance with generally accepted standards of care, skill, diligence and professional competence applicable to contractors engaged in the Denver metropolitan area in providing similar services at the time and place that services are rendered.

4.4. Performance During Term. The Contractor will begin providing the Services on the first day of the term of this Contract and will thereafter continually and diligently perform the Services throughout the term of this Contract.

4.5. Compliance with the Law. The Contractor will, at its own expense, throughout the term of this Contract, comply with all federal, state, and local laws, statutes, ordinances, codes, guidelines, court rulings and orders of all governmental authorities applicable to services performed by the Contractor under this Contract, including but not limited to employee safety.

4.6. Personnel. The Contractor represents that all of its personnel who will perform any Services under this Contract have received the information, instructions and training required to provide such Services, including training to prevent harm to such personnel, residence and members of the public who may be in the vicinity.

4.7. Licenses. The Contractor represents that the Contractor and its personnel have all licenses required by applicable law to perform the Services required by this Contract and will, at Contractor's expense, maintain such licenses throughout the term of this Contract.

4.8. Mechanics' and Materialmen's Liens. The Contractor will (i) make timely payments to Contractor's employees, subcontractors and/or suppliers, and (ii) be responsible for satisfaction of any liens and encumbrances which are filed or asserted against the District and/or its property, which liens result from the Services performed by the Contractor under this Contract. If any lien is filed claiming by, through or under the Contractor or the Services performed by the Contractor, the Contractor will cause such lien to be discharged or bonded within ten (10) days after its filing. If the Contractor fails to cause such lien to be discharged or bonded within such ten (10) day period, the District, in addition to any other available remedy, may bond or discharge the lien and, at the District's discretion, deduct its costs incurred, including attorneys' fees and interest at the rate of twelve (12%) percent per annum from the dates incurred, from any payments due the Contractor or invoice the Contractor for the amounts paid.

4.9. Authorized Execution. The execution, delivery and performance of this Contract and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action and do not and will not require any further consent or approval of the board of

directors or any shareholders of the Contractor or any other person which has not been obtained.

4.10. Damages by Contractor. The Contractor shall promptly repair, and pay in full for, any and all damages caused by the Contractor or by any subcontractor or other person or entity of any nature furnishing materials, equipment, machinery, supplies, labor, skilled services, or instruments for whose actions the Contractor is responsible hereunder. The Contractor agrees to immediately report to the District any and all property damages and/or personal injuries that occur during the course of the Contractor's performance of this Contract.

5. INDEMNIFICATION.

Subject to the provisions of Section 13-50.5-102(8), Colorado Revised Statutes, to the extent applicable to this Contract, the Contractor shall indemnify, defend, and hold harmless the District and each of its directors, employees, agents, and consultants, from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, and expenses (including reasonable attorneys' fees), and liabilities, of, by, or with respect to third parties ("Any Claims") to the extent they arise from or may be alleged to arise, directly or indirectly, in whole or in part, from the intentional or negligent acts or omissions of the Contractor or any of its subcontractors, material suppliers, agents, representatives, or employees, or the agents, representatives, or employees of any subcontractors or material suppliers (collectively the "Contractor/Related Parties"), in connection with this Contract and/or the Contractor's Services hereunder, including, without limitation, Any Claims which cause or allow to continue a condition or event which deprives the District or any of its directors or employees of its sovereign immunity under the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., Colorado Revised Statutes. Provided, however, that the Contractor shall not be liable for any claim, loss, damage, injury, or liability arising out of the negligence, willful acts, or intentional torts of the District, its directors, employees, agents, and consultants.

The obligations of the indemnifications extended by the Contractor to the District under this Section shall survive termination or expiration of this Contract.

The Contractor will promptly defend any action or actions filed in connection with Any Claims and will pay all judgments, costs, and expenses, including legal costs and attorneys' fees incurred in connection with Any Claim. The District may protect its interest in defending against Any Claims by selecting its own counsel with legal costs and attorneys' fees paid for by the Contractor. The Contractor's defense, indemnification, and insurance obligations shall be to the fullest extent permitted by law and nothing in this Contract shall be construed as requiring the Contractor to defend in litigation, indemnify, or insure the District against liability for damage arising out of the death or bodily injury to persons or damage to property caused by the negligence or fault of the District or any third party under the control or supervision of the District.

To the extent the terms of Section 13-50.5-102(8), Colorado Revised Statutes, are applicable to this Contract, the Contractor and the District hereby agree for the purposes of this Section that: (i) "the degree or percentage of negligence or fault attributable" to the Contractor/Related Parties as used in Section 13-50.5-102(8)(a), Colorado Revised Statutes, shall be conclusively determined by a trial court at the state level and (ii) the term "adjudication" used in Section 13-50.1-102(8)(c), Colorado

Revised Statutes, shall mean a trial court order at the state level.

Insurance coverage requirements or limitations on damages specified in this Contract in no way lessen or limit the obligations of the Contractor under the terms of this Section. The Contractor shall obtain, at the Contractor's own expense, additional insurance, if any, required to satisfy the terms of this Section.

6. INSURANCE.

6.1. General Requirements. The Contractor shall acquire and maintain in full force and effect, during the entire term of the Contract, including any extensions thereof, and at any time thereafter necessary to protect the District, its directors, employees, agents, consultants and the Contractor from claims that arise out of or result from the operations under this Contract by the Contractor or by a subcontractor or a vendor or anyone acting on their behalf or for which they may be liable, the coverages set forth in subsection 6.2. All insurance is to be placed with insurance carriers licensed in the State of Colorado with an A.M. Best and Company rating of no less than A-(X) or as otherwise accepted by the District. The District and its respective directors, officers, employees and agents shall be named as an additional insured as provided in subsection 6.3. The Contractor shall request its insurer to amend or endorse its insurance policy to provide that the insurer will give the District sixty (60) days written notice prior to the cancellation, non-renewal or material modification of any policy of insurance obtained to comply with this Section. In addition, Contractor shall immediately upon receipt provide the District a copy of any notice of cancellation, non-renewal or material modification of any policy of insurance obtained to comply with this Section.

6.2. Minimum Insurance Coverages.

6.2.1. Workers' compensation insurance in accordance with applicable law, including employers' liability with minimum limits of One Hundred Thousand Dollars (\$100,000.00) each accident, Five Hundred Thousand Dollars (\$500,000.00) Disease-Policy Limit, One Hundred Thousand Dollars (\$100,000.00) Disease each employee.

6.2.2. Commercial general liability insurance in the amount of One Million Dollars (\$1,000,000.00) combined single limit bodily injury and property damage, each occurrence; Two Million Dollars (\$2,000,000.00) general aggregate, and One Million Dollars (\$1,000,000.00) products and completed operations aggregate. Coverage shall be on an ISO 1996 Form (CG 0001 or equivalent), include all major divisions of coverage and be on a comprehensive basis, including:

- a. Premises and operations;
- b. Personal injury liability;
- c. Contractual liability;
- d. Property damage;
- e. Products and completed operations;
- f. Independent contractors coverage;
- g. Explosion, collapse and underground (for contractors only);
- h. Contractors' limited pollution coverage (for contractors only); and

i. Endorsement CG 2-503 or equivalent; general aggregate applies on a per project basis (for contractors only).

6.2.3. Commercial automobile liability insurance in the amount of One Million Dollars (\$1,000,000.00) combined single limit bodily injury and property damage, each accident covering owned, leased, hired, non-owned and employee non-owned vehicles used at the project site.

6.2.4. Professional liability coverage in the amount of One Million Dollars (\$1,000,000.00) each claim and in the aggregate covering the negligent acts or omissions of the Contractor and/or its subcontractors in the performance of the Services.

6.2.5. Excess liability coverage, beyond that of the general liability, automobile liability and employers liability coverages required herein, in the amount of at least Two Million Dollars (\$2,000,000.00) combined single limit bodily injury and property damage, each occurrence, and Four Million Dollars (\$4,000,000.00) in the aggregate. Separate aggregates need to be structured as found in the underlying coverages.

6.2.6. All coverages specified herein shall waive any right of subrogation against the District and its directors, officers and employees.

6.3. Additional Insured Parties. The District and its respective directors, officers, employees and agents shall be named as an additional insured on all policies (with the exception of workers' compensation insurance and professional liability coverage). Professional liability coverage shall be endorsed to include contractual liability coverage, insured contract coverage or similar coverage for the professional services performed under this Contract.

6.4. Certificates of Insurance. Prior to commencing any Services under the Contract, the Contractor shall provide the District with a certificate or certificates evidencing the coverages identified on the face of the certificate with the contract number for this Contract, the name of the project and a copy of the additional insured endorsement. If the Contractor subcontracts any portion(s) of the Services, such subcontractor(s) shall be required to furnish certificates evidencing workers' compensation and employers' liability insurance, commercial general liability insurance coverage and automobile liability insurance in amounts satisfactory to the District and the Contractor and containing the "additional insured," "waiver of subrogation" and "cancellation" conditions found in this Section. If the coverage required expires during the term of this Contract, the Contractor and its subcontractor(s) shall provide replacement certificate(s) evidencing the continuation of the required policies at least fifteen (15) days prior to expiration.

6.5. Additional Provisions. Each liability policy including, where required, umbrella/excess liability policy is to contain, or be endorsed to contain, the following:

6.5.1. The Contractor's insurance coverage shall be primary insurance with respect to the District and its directors, officers and employees. Any insurance maintained by the District or its directors, officers and employees shall be in excess of the Contractor's insurance and shall not contribute to it.

6.5.2. The Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to limits of liability.

6.6. Compliance with Reporting Provisions. The Contractor shall comply with reporting provisions or other conditions of the policies required herein, and a failure to do so constitutes a breach of this Contract. Any failure on the part of the Contractor to comply with reporting provisions or other conditions of the policies shall not affect the obligation of the Contractor to provide the required coverage to the District (and its directors, officers and employees).

6.7. Claims-Made Policies. If any policy is a claims-made policy, the policy shall provide the Contractor the right to purchase, upon cancellation or termination by refusal to renew the policy, an extended reporting period of not less than two (2) years. The Contractor agrees to purchase such an extended reporting period if needed to ensure continuity of coverage. The Contractor's failure to purchase such an extended reporting period as required by this Section shall not relieve it of any liability under this Contract. If the policy is a claims-made policy, the retroactive date of any such policy shall be not later than the date this Contract is executed by the parties hereto. If the Contractor purchases a subsequent claims-made policy in place of any prior claims-made policy, the retroactive date of such subsequent policy shall be no later than the date this Contract is executed by the parties hereto.

6.8. No Limitation on Other Obligations. The procuring of required policies of insurance shall not be construed to limit the Contractor's liability hereunder or to fulfill the indemnification provisions and requirements of this Contract. The Contractor shall be solely responsible for any deductible losses under the policy.

6.9. Additional Risks and Hazards. If the District requests in writing that insurance for risks other than those described herein or for other special hazards be included in property insurance policies, the Contractor shall obtain such insurance, if available, in a form and for a cost approved by the District, and the cost thereof shall be charged to the District.

6.10. Subcontractors. If the Contractor subcontracts any portion(s) of the Services, the Contractor shall require that each subcontractor retained by the Contractor acquire and maintain insurance coverage as set forth in this Section 6. The Contractor shall require each subcontractor to provide to the Contractor insurance certificates and endorsements, including necessary updates to the same, demonstrating compliance with this Section 6. The Contractor shall retain all subcontractor insurance certificates and endorsements for the duration of the Contract. The Contractor shall, upon District request, submit them to the District for review or audit. Failure to acquire and maintain subcontractor insurance certificates is a material breach of this Contract.

7. TERMINATION.

7.1. Types of Termination.

7.1.1. Events of Default and Termination For Cause. The Contractor shall be immediately in default hereunder (an "Event of Default") upon the occurrence of any of the

events described below:

- a. Any breach of the terms and conditions of this Contract.
- b. Failure to perform the Services under this Contract, or significant delay or discontinuance of performance of the Services.
- c. Lack of financial responsibility (including failure to obtain and maintain insurance) for loss or damage to the District or its property.
- d. Dishonesty, embezzlement or false reporting of any material financial information, including but not limited to invoices.
- e. Insolvency, bankruptcy or commission of any act of bankruptcy or insolvency or assignment for the benefit of creditors.
- f. Any attempt by the Contractor to assign its performance of this Contract without the consent required by this Contract.
- g. Termination of any subcontract for any substantial Services without the prior written consent of the District.

In addition to any other rights provided herein, upon an Event of Default, the District shall have the right in its sole discretion to immediately terminate this Contract and further performance of the Services, in whole or in part, by delivery to the Contractor of written notice of termination specifying the extent of termination and the effective date of termination.

7.1.2. Termination for Convenience. In addition to any other rights provided herein, the District shall have the right in its sole discretion to terminate, upon thirty (30) days advance notice, for convenience, this Contract and further performance of the Services, in whole or in part, by delivery to the Contractor of written notice of termination specifying the extent of termination and the effective date of termination. Contractor may also terminate this Contract for convenience by providing at least ninety (90) days' prior written notice to the District.

7.2. Any Other Remedies Allowed by Law. The District shall be entitled to any other remedies allowed by law in addition to the remedies provided in this Section.

7.3. Payment and Liabilities Upon Termination.

7.3.1. Termination For Cause. If an Event of Default has occurred, the Contractor shall be liable to the District for any actual damages for losses, including, but not limited to, any and all costs and expenses reasonably incurred by the District or any party acting on the District's behalf in completing the Services or having the Services completed (excluding changes in the Services by the District following such Event of Default). The District shall determine the total cost of the Services satisfactorily performed by the Contractor prior to the effective date of termination for cause. All reasonable damages, losses, costs and charges incurred by the District, including attorney's fees and costs, relating to obtaining and mobilizing another contractor, of completing the Services and of retaining another contractor's acceptance of full responsibility for all obligations of the Contractor under this Contract shall be deducted from any monies due or which may become due to the Contractor. The District shall determine the total amount due and shall notify the Contractor in writing of

the amount the Contractor owes the District or the amount the District owes the Contractor.

7.3.2. Termination For Convenience. After termination for convenience, the Contractor shall submit a final termination settlement invoice to the District in a form and with a certification prescribed by the District. The Contractor shall submit the invoice promptly, but no later than thirty (30) days from the effective date of termination, unless extended in writing by the District upon written request of the Contractor within such thirty-day period. If the Contractor fails to submit the invoice within the time allowed, the District's payment obligations under this Contract shall be deemed satisfied and no further payment by the District to the Contractor shall be made.

7.4. Contractor's Obligations Upon Termination. After receipt of notice of termination, for cause or for convenience, and unless otherwise directed by the District, the Contractor shall immediately proceed as follows:

7.4.1. Stop work on the Services as specified in the notice of termination; and

7.4.2. Take any action that may be necessary, or that the District may direct, for the protection and preservation of the Services and property related to this Contract that is in the possession of the Contractor and in which the District has or may acquire an interest.

8. OWNERSHIP OF MATERIALS AND RISK OF LOSS.

All work product of the Contractor prepared pursuant to this Contract, including but not limited to all maps, plans, drawings, specifications, reports, electronic files and other documents, in whatever form, shall be, upon preparation, and remain the property of the District under all circumstances, whether or not the Services are completed. All work product shall be provided to the District at the time of completion of any of the discrete tasks specified herein or at the time of termination of this Contract, whichever event first occurs, and shall be provided to any subsequent owners only with the District's express permission. The Contractor shall maintain reproducible copies on file of any such work product involved in the Services for a period of five (5) years and shall make them available for the District's use and provide such copies to the District, upon request, at commercial printing rates. At any time, the District may obtain reproducible copies of the Contractor's work product by paying printing costs as set forth above.

9. CONTRACTOR'S TRADE SECRETS AND OPEN RECORDS REQUESTS.

9.1. Application of the Act. The Contractor acknowledges and agrees that all documents in the District's possession, including documents submitted by the Contractor, are subject to the provisions of the Colorado Open Records Act, Sections 24-72-200.1 *et seq.*, Colorado Revised Statutes, and the Contractor acknowledges that the District shall abide by the Colorado Open Records Act, including honoring all proper public records requests made thereunder. The Contractor shall be responsible for all costs incurred in connection with any determinations required to be made by a court, pursuant to the Colorado Open Records Act. The Contractor is advised to contact legal counsel concerning such acts in application of the Colorado Open Records Act to the Contractor.

9.2. Confidential or Proprietary Materials. If the Contractor deems any document(s)

which it submits to the District to be confidential, proprietary, or otherwise protected from disclosure under the Colorado Open Records Act, then it shall appropriately label such document(s), and submit such document to the District together with a written statement describing the material which is requested to remain protected from disclosure and the justification for such request. This request will either be approved or denied by the District; however, the District will make a good-faith effort to accommodate all reasonable requests, subject to the provisions of the Colorado Open Records Act.

9.3. Stakeholder. In the event of litigation concerning the disclosure of any document(s) submitted by the Contractor to the District, the District's sole involvement will be as stakeholder retaining the document(s) until otherwise ordered by the court, and the Contractor shall be fully responsible for otherwise prosecuting or defending any actions concerning the document(s) at its sole expense and risk.

10. INDEPENDENT CONTRACTOR.

It is the express intention of the parties that the Contractor is not employed by the District but is an independent contractor. An agent or employee of Contractor shall never be or deemed to be an employee or agent of the District. The District is concerned only with the results to be obtained. **AS AN INDEPENDENT CONTRACTOR, THE CONTRACTOR ACKNOWLEDGES AND AGREES, PURSUANT TO SECTION 8-40-202(2)(b)(IV), C.R.S., THAT IT IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS AND THAT THE CONTRACTOR, AS AN INDEPENDENT CONTRACTOR, IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED PURSUANT TO THIS CONTRACT RELATIONSHIP.**

11. ASSIGNMENT.

Neither the District nor the Contractor may assign this Contract or parts hereof or its rights hereunder without the express written consent of the other party.

12. SUBCONTRACTORS.

To the extent that the Contractor engages subcontractors to perform, or otherwise provide support to assist the Contractor to perform any portion of the Services performed under this Contract (each a "Permitted Subcontractor"), then: (a) the Contractor shall remain responsible for the services, tasks, functions and responsibilities performed by Permitted Subcontractors to the same extent as if such services, tasks, functions and responsibilities were performed directly by the Contractor and, for purposes of this Contract, such Services shall be deemed Services performed by the Contractor; (b) the Contractor shall cause such Permitted Subcontractors to comply with the obligations and restrictions associated with the services, tasks, functions and responsibilities performed by such Permitted Subcontractors that are applicable to the Contractor under this Contract; and (c) the Contractor shall acquit its responsibilities as provided in subsection 6.10 of this Contract.

13. MISCELLANEOUS.

13.1. Time is of the Essence. The performance of the Services of the Contractor shall be undertaken and completed in accordance with this Contract and in such sequence as to assure its expeditious completion in light of the purposes of this Contract. It is agreed that time is of the essence in the performance of this Contract.

13.2. Notice. All notices must be in writing and (a) delivered personally, (b) sent by electronic mail, delivery receipt requested, (c) sent by United States certified mail, postage prepaid, return receipt requested (“US Mail”), or (d) placed in the custody of a nationally recognized overnight carrier for next day delivery (“Carrier”), and will be deemed given (i) when received, if delivered personally, (ii) on the day sent if sent during regular business hours (9 a.m. to 5 p.m.), otherwise on the next day at 9 a.m., if sent by electronic mail, (iii) 4 days after deposit, if sent by US Mail, or (iv) the next business day after deposited with a Carrier during business hours on a business day. All notices shall be delivered to the following addresses, or such other address as is provided by one party to the other in accordance with this section:

Notices to District:

Marvella Metropolitan District
c/o Community Resource Services of Colorado, LLC
7995 E. Prentice Avenue, Suite 103E
Greenwood Village, CO 80111,
Attn: Sue Blair
Mat Birkeness
Email: sblair@crsofcolorado.com,
mschenfeld@crsofcolorado.com

With a copy to:

Icenogle Seaver Pogue, P.C.
4725 South Monaco Street, Suite 360
Denver, CO 80237
Attn.: Tamara K. Seaver
Email: TSeaver@ISP-Law.com

Notices to Contractor:

BrightView Landscape Services
2333 West Oxford Avenue
Sheridan, CO 8011
Attn: Michael Crespin
Email: michael.crespin@brightview.com

With a copy to:

BrightView Landscape Services
980 Jolly Road, Suite 300

Blue Bell, PA 19422
Attn: Office of the General Counsel

13.3. Governmental Immunity. Nothing in this Contract or in any action taken by the District pursuant to this Contract shall be construed to be a waiver, in whole or in part, of any right, privilege or protection afforded the District or its Board of Directors, officers, employees, servants, agents or authorized volunteers pursuant to the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., C.R.S.

13.4. Annual Appropriations. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The District's payment obligations hereunder are subject to annual appropriation. The District has appropriated sufficient funds for this Contract for the current fiscal year.

13.5. Entire Contract. This Contract constitutes the entire agreement between the parties and sets forth the rights, duties and obligations of each to the other as of this date. Any prior agreements, promises, negotiations or representations not expressly set forth in this Contract are of no force and effect.

13.6. Contract Modification. The Contract may not be amended, altered or otherwise changed except by a written agreement signed by authorized representatives of the parties.

13.7. No Waiver. No waiver of any of the provisions of this Contract shall be deemed to constitute a waiver of any other of the provisions of this Contract, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

13.8. Choice of Law. This Contract and all related documents including all exhibits attached hereto, and all matters arising out of or relating to this Contract, are governed by and construed in accordance with the laws of the State of Colorado.

13.9. Venue. Each party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against any other party in any way arising from or relating to this Contract in any forum other than the state courts of the State of Colorado.

13.10. Binding Contract. This Contract shall inure to and be binding on the heirs, executors, administrators, successors and assigns of the parties hereto.

13.11. No Third Party Beneficiaries. This Contract is entered into for the sole benefit of the District and Contractor, and no other parties are intended to be direct or incidental beneficiaries of this Contract, and no third party shall have any right in, under or to this Contract.

13.12. Severability. If any term or provision of this Contract is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Contract; provided, however, that if any fundamental term or provision of this Contract is invalid, illegal, or unenforceable, the remainder of this Contract shall be unenforceable.

13.13. Rules of Construction. For purposes of this Contract, except as otherwise expressly provided or unless the context clearly requires otherwise (i) the terms defined herein include the plural as well as the singular and include any words based upon the root of such defined terms; (ii) words importing gender include all genders; (iii) the words “include,” “includes,” and “including” mean inclusion without limitation; (iv) the word “or” is not exclusive; (v) the words “herein,” “hereof,” and “hereunder,” and other words of similar import, refer to this Contract as a whole and not to any particular Section or other subdivision; and (vi) the headings in the Contract are for convenience only and shall not affect the interpretation of this Contract. Unless the context otherwise requires, reference herein to: (A) Sections and Additional Services refer to the Sections of this Contract and Additional Services made pursuant to this Contract, as applicable; (B) an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (C) a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulation promulgated thereunder. This Contract shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

13.14. Electronic Signatures. The parties consent to the use of electronic signatures pursuant to the Uniform Electronic Transactions Act, Sections 24-71.3-101, *et seq.*, Colorado Revised Statutes, as may be amended from time to time. The Contract, and any other documents requiring a signature hereunder, may be signed electronically by the parties in a manner acceptable to the District. The parties agree not to deny the legal effect or enforceability of the Contract solely because it is in electronic form or because an electronic record was used in its formation. The parties agree not to object to the admissibility of the Contract 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.

13.15. Counterpart Execution. This Contract may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have hereunto entered this Contract effective as of the date first written above.

CONTRACTOR:

BRIGHTVIEW LANDSCAPE SERVICES, INC.

By: _____
Its: _____

DISTRICT:

MARVELLA METROPOLITAN DISTRICT

By: Tahlia Sayers

Its: President

ATTEST:

By: Craig Corliss

Its: Secretary

EXHIBIT A

SCOPE OF SERVICES

Contractor shall furnish all supervision, labor, material, equipment and transportation required to perform snow removal services throughout public areas of the District located at East Orchard and South Olive Court, Centennial, Colorado 80111 as indicated on the map attached hereto as Exhibit A-1 (the “Site Areas”), as specified herein.

Vehicle Site Areas	Service Start Trigger	Pedestrian Site Areas	Service Start Trigger
Parking/Driving Areas	2”	Public Sidewalks	2”
Ice Watch (Vehicle)	Allowed	Ice Watch (Pedestrian)	Allowed
Anti-Ice/Pretreatment (Vehicle)	Allowed	Anti-Ice/Pretreatment (Pedestrian)	Allowed

Contractor is responsible for performing the Services in the Site Areas after the indicated Service Start Trigger is reached. Services requested before the Service Start Trigger is met shall begin upon a reasonable period after notification from the District and may result in additional fees in accordance with the rate schedule set forth in Exhibit B. Services shall be directed and managed by the Contractor in order to maintain safe conditions in the Site Areas.

The District acknowledges and agrees that (a) snow and ice may accumulate while Services are being performed, (b) even when there is no precipitation present, snow may blow or drift onto a Site Area or be brushed onto care, parking, driving areas, or walkways, and (c) properly plowed snow may melt and refreeze after Services are performed. Accordingly the District understands and agrees that (i) the Contractor cannot guarantee that the performance of the Services will remove all snow and ice from any Site Area, and (ii) some snow or ice may still be present at a Site Area during or after the performance of Services.

EXHIBIT A-1

MAP OF SITE AREAS

EXHIBIT B

SERVICES RATE SCHEDULE

<u>Category</u>	<u>Area</u>	<u>Service/Unit Description</u>	<u>Unit</u>	<u>Min. Chg.</u>	<u>Price</u>
TM	ALL AREAS	Truck with Plow	Hr	1 Hr	\$117.00
TM	ALL AREAS	Truck with Spreader/Sprayer	Hr	1 Hr	\$112.00
TM	ALL AREAS	Skid Steer	Hr	4 Hrs	\$140.00
TM	ALL AREAS	Back Hoe /Loader less than 3CY	Hr	1 Hr	\$245.00
TM	ALL AREAS	Hauling/Relocating Snow (note)	Hr	1 Hr	\$165.00
TM	ALL AREAS	Single Stage/Paddle Blower	Hr	1 Hr	\$76.00
TM	ALL AREAS	Crew Member	Hr	1 Hr	\$66.00
TM	ALL AREAS	Supervisor	Hr	1 Hr	\$70.00
TM	ALL AREAS	Bag Ice Melt	50 Lbs	1 Bag	\$50.00
TM	ALL AREAS	Ice Slicer	Ton	1 Ton	\$270.00
TM	ALL AREAS	Front End Loader	Hr	4 Hr	\$250.00
TM	ALL AREAS	Utility Vehicle UTV / Large Blade	Hr	1 Hr	\$106.00
TM	ALL AREAS	ATV / Small Sidewalk Blade	Hr	1 Hr	\$99.00

Contractor will stake curbs and obstacles in the Site Areas by December 1, 2023 and will invoice the District \$9.00 per stake.

Proposal for Extra Work at Marvella Metropolitan District

Property Name	Marvella Metropolitan District	Contact	Mat Birkeness
Property Address	5961 S Olive Ct Centennial, CO 80111	To	Marvella Metro District
		Billing Address	c/o Comm Res Serv of Colorado 7995 East Prentice Ave Ste 103E Greenwood Village, CO 80111-2710
Project Name	Tree Replacement 2023		
Project Description	Tree Replacements on bridge		

Scope of Work

QTY	UoM/Size	Material/Description
1.00	LUMP SUM	Delivery, Removal, and Disposal
3.00	EACH	MAPLE, SILVER - 2 1/2" Deciduous Tree Installed

For internal use only

SO# 8177619
JOB# 400400503
Service Line 130

Total Price \$4,390.00

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
2333 W Oxford Ave, Sheridan, CO 80110-4340 ph. (303) 761-9262 fax (303) 761-9023

Marvella Tree Replacements

2023

Legend



Google Earth

400 ft 34 of 52

Proposal for Extra Work at Marvella Metropolitan District

Property Name	Marvella Metropolitan District	Contact	Mat Birkeness
Property Address	5961 S Olive Ct Centennial, CO 80111	To	Marvella Metro District
		Billing Address	c/o Comm Res Serv of Colorado 7995 East Prentice Ave Ste 103E Greenwood Village, CO 80111-2710

Project Name East side Native Area Clean Up

Project Description Cut down overgrown native area on east side of property

Scope of Work

QTY	UoM/Size	Material/Description
12.00	HOUR	Mow, Spring trimmer, tall native grass, and weeds
1.00	LUMP SUM	Disposal

For internal use only

SO# 8177671
JOB# 400400503
Service Line 130

Total Price \$1,043.90

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
2333 W Oxford Ave, Sheridan, CO 80110-4340 ph. (303) 761-9262 fax (303) 761-9023

TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
2. **Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. **License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
4. **Taxes:** Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.
5. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. **Liability:** Contractor shall not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
7. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.
8. **Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
9. **Additional Services:** Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
10. **Access to Jobsite:** Customer shall provide all utilities to perform the work. Customer shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the Customer makes the site available for performance of the work.
11. **Payment Terms:** Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise, agreed to in writing.
12. **Termination:** This Work Order may be terminated by the either party with or without cause, upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.
13. **Assignment:** The Customer and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
14. **Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

15. **Cancellation:** Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Customer will be liable for a minimum travel charge of \$150.00 and billed to Customer.

The following sections shall apply where Contractor provides Customer with tree care services:

16. **Tree & Stump Removal:** Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Customer. Defined backfill and landscape material may be specified. Customer shall be responsible for contacting the appropriate underground utility locator company to locate and mark underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Customer's expense.
17. **Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboricultural) standards will require a signed waiver of liability.

Acceptance of this Contract

By executing this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein. Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor per payment terms hereunder, Contractor shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Customer. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 15 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

Customer

Property Manager	
Signature	Title
Mat Birkeness	July 20, 2023
Printed Name	Date

BrightView Landscape Services, Inc. "Contractor"

Account Manager	
Signature	Title
Dennis Bedford	July 20, 2023
Printed Name	Date

Job #:	400400503		
SO #:	8177671	Proposed Price:	\$1,043.90

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4. **Taxes:** Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.
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6. **Liability:** Contractor shall not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
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Customer

Property Manager	
Signature	Title
Mat Birkeness	July 20, 2023
Printed Name	Date

BrightView Landscape Services, Inc. "Contractor"

Account Manager	
Signature	Title
Dennis Bedford	July 20, 2023
Printed Name	Date

Job #:	400400503		
SO #:	8177619	Proposed Price:	\$4,390.00



ICENOGL SEAVR POGUE

**PRIVILEGED & CONFIDENTIAL
ATTORNEY/CLIENT COMMUNICATION
ATTORNEY WORK PRODUCT**

MEMORANDUM

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

FROM: Icenogle Seaver Pogue, P.C.

DATE: July 21, 2023

RE: Summary of 2023 Legislation

INTRODUCTION

The First Regular Session of the Seventy-Fourth General Assembly of the State of Colorado (the “General Assembly”) convened on January 9, 2023, and adjourned on May 8, 2023. This memorandum summarizes certain bills enacted into law in 2023 that may impact special districts, either directly or indirectly. The Colorado Revised Statutes (“C.R.S.”) should be consulted for the complete statutory requirements of the legislation discussed herein.

SPECIAL DISTRICTS GENERALLY

Special District Construction Contracts

HB 23-1023

Under current law, a special district is only required to publish a notice for bids on all construction contracts for work, material, or both if the expense is equal to or in excess of \$60,000. House Bill (“HB”) 23-1023, increases the dollar amount threshold from \$60,000 to \$120,000. In addition, this amount shall be adjusted accounting for inflation on July 1, 2028, and every five years thereafter. HB 23-1023 will take effect on August 7, 2023, unless a referendum petition is filed.

Remedies Person with Disabilities

HB 23-1032

This bill prohibits an individual with a disability from being excluded from participation in, or denied the benefits of services, programs, or activities provided by a public entity or a “place of public accommodation.”¹ The bill establishes that a person alleging discrimination on the basis of a disability in employment, housing, or discriminatory advertising must first exhaust available administrative proceedings and remedies before filing an action in district court. In the case of alleged discrimination in a place of public accommodation, an individual may file an action directly with the court. In certain civil suits, the

¹ “Place of public accommodation” means any place of business engaged in any sales to the public and any place offering services, facilities, privileges, advantages, or accommodations to the public, including but not limited to... any sporting or recreational area and facility; any public transportation facility; ... swimming pool, ..., gymnasium, or other establishment conducted to serve the health, appearance, or physical condition of a person; ... or any public building, park, arena, theater, hall, auditorium, museum, library, exhibit, or public facility of any kind whether indoor or outdoor. C.R.S. § 24-34-601(1).

bill permits a court to require compliance with applicable provisions and award either actual monetary damages or levy a statutory fine. This bill took effect on May 25, 2023, upon signature of the Governor.

Homeowners' Association + Metropolitan District Homeowners' Rights Task Forces **HB 23-1105**

HB 23-1105 creates two task forces: the Homeowners Association Homeowner's Rights Task Force ("HOA Task Force"), and the Metropolitan District Homeowner's Rights Task Force ("Metro Task Force"). Among other things, the HOA Task Force has the authority to investigate Homeowners' Association (HOA) fining authority and practices, foreclosure practices, and communications between HOA and HOA homeowners. The Metro Task Force will be comprised of the State Director of the Division of Housing and the Director of the Division of Real Estate, both *ex officio* members, and two homeowners residing in a metropolitan district, an elected member of a city council, a Colorado licensed attorney who primarily represents homeowners in legal proceedings against metropolitan districts, a representative of a nonprofit organization that represents the affordable housing community, a member of the House of Representatives, a member of the Senate, a Colorado licensed attorney who specializes in metropolitan district law, an elected County Commissioner, a representative of a developer, a representative recommended by a statewide nonprofit organization that represents metropolitan districts in a coalition. Appointments to the Metro Task Force will be made on or before November 1, 2023. The Metro Task Force has the authority to investigate metropolitan district tax levying authority and practices, foreclosure practices, communications between homeowners and metropolitan districts, and metropolitan district governance policies (including voting and elections). The Metro Task Force shall also examine how a metropolitan district that enforces covenants could be transitioned into a common interest community. For purposes of HB 23-1105 a "metropolitan district" is limited to metropolitan districts that were created to finance infrastructure to support a housing subdivision, as such, commercial metropolitan districts would not fall within the purview of HB 23-1105. A metropolitan district shall notify its residents about the task force before the task force holds its first meeting. The Metro Task Force shall prepare an interim report on or before March 1, 2024, and a final report on or before June 15, 2024. HB 23-1105 took effect on May 26, 2023.

Transparency for Metropolitan Districts **SB 23-110**

Starting on January 1, 2024, all metropolitan district service plans submitted to one or more county commissioners or municipalities must set the maximum mill levy for general obligation indebtedness that may be levied and the maximum debt that may be issued by the metropolitan district. SB 23-110 also requires that beginning in 2023 any metropolitan district with residential units within its boundaries that was organized after January 1, 2000 and is not in inactive status, hold an annual meeting at which no official action will be taken, that includes a presentation regarding the current public infrastructure projects within the metropolitan district and outstanding bonds, a review of unaudited financial statements showing year-to-date revenues and expenditures, and an opportunity for members of the public to ask questions. This meeting must be held in person, virtually, or in person and virtually, provided that, an annual meeting that is held solely in person must be held at a physical location that is within the boundaries of the metropolitan district, within the boundaries of any county in which the metropolitan district is located, in whole or in part, or within any other county so long as the location does not exceed five miles from the metropolitan district's boundaries. In addition, at a meeting at which the board adopts the annual budget for the metropolitan district, the board must provide a public comment period during the meeting. SB 23-110 also requires, that prior to issuing debt to a metropolitan district director or any entity with respect to which a director must make disclosure pursuant to Section 24-18-109, C.R.S., the metropolitan district must receive a statement from a registered municipal advisor certifying that the interest rate satisfies certain statutory requirements set forth in SB 23-110. Finally, SB 23-110 also requires that on or after January 1, 2024, a seller of residential real property within a metropolitan district organized on or after January 1, 2000, must provide the purchaser of the property with the metropolitan district's official website, which will be

provided as part of the Colorado Real Estate Commission approved seller’s property disclosure or other concurrent writing . SB 23-110 will take effect on August 7, 2023, unless a referendum petition is filed.

Waterwise Landscaping

SB 23-178

SB 23-178 clarifies existing laws and establishes new laws relating to waterwise landscaping in associations, common interest communities, and special districts by allowing homeowners to use non-vegetative landscaping. SB 23-178 also allows an association (or, “unit owners’ association”), as defined in Section 38-33.3-301, C.R.S. to adopt and enforce design or aesthetic guidelines. SB 23-178 also clarifies that any restrictive covenant, bylaws, or rules or regulations of a common interest community, as defined by Section 38-33.3-103, C.R.S.; or any rules or policy of a special district, as defined in Section 32-1-103, C.R.S.; that prohibits waterwise landscaping is contrary to public policy and is unenforceable. In addition to an association, a common interest community or special district may adopt design or aesthetic guidelines, provided that they do not: (1) prohibit non-vegetative turf grass from being used in the backyard of a unit owner’s property; (2) unreasonably mandate the use of hardscape for more than 20% of landscaping in a unit; (3) prohibit vegetable gardens anywhere in the yard of a unit owner; and (4) prohibit property owners from having the option of utilizing at least 80% drought tolerant plantings. In addition, an association must select at least 3 preplanned and preapproved waterwise garden designs for front yards within each individual common interest community. In order to qualify for preapproval, any design must conform to the waterwise design principles laid out in Section 37-60-135(2)(1), C.R.S. Preapproved designs may be selected from The Colorado State University Extension Plant Select Organization’s design list. Through Section 38-33-106.5(1)(i)(I)(A), and Section 37-60-126 (11)(a)(III), C.R.S., the laws adopted by SB 23-178 apply to both detached single family homes and attached single family homes sharing one or more walls with another unit, albeit through different statutory provisions. SB 23-178 does not apply to condominiums.

For every unit owner within an association affected by a violation, the unit owner may bring a civil action so as to prevent further violations and may recover actual damages plus \$500.00, costs, and reasonable attorney’s fees. A unit owner must also give an association 45 days’ notice to cure any violation before filing suit. SB 23-178 will take on effect on August 7, 2023, unless a referendum petition is filed.

EMPLOYMENT

Worker’s Compensation

HB 23-1076

Under current law, if a worker’s compensation claim arises out of mental impairment, a claimant is limited to 12 weeks of benefits. HB 23-1076 allows a claimant to claim 36 weeks of benefits. HB 23-1076 also clarifies that, within 45 days of an insurer or self-insured employer terminating an employee’s “temporary total disability benefits” as defined in Section 8-42-105(3)(c), C.R.S. an employee may apply for an expedited hearing on any issues stated in Sections 8-42-105(5)(a)(I) – (III), C.R.S. HB 23-1076 also clarifies that all permanent partial disability benefits are not limited to a specific medical treatment. Lastly, HB 23-1076 also clarifies the rules regarding the allocation of costs for an independent medical examination as well as the rules regarding costs and hearings in front of an administrative judge adjudicating worker’s compensation disputes. HB 23-1076 will take effect on August 7, 2023, unless a referendum petition is filed.

Additional Uses of Paid Sick Leave

SB 23-017

SB 23-017 expands the Colorado Healthy Families and Workplaces Act to allow an employee to use sick leave for: grieving, attending a funeral or memorial service, or to deal with financial and/or legal matters incidental to the death of a family member; if an employee needs to care for a family member whose school or place of care has been closed due to inclement weather, loss of power, loss of heating, loss of water, or other unexpected occurrence; or if an employee needs to evacuate their place of residence due to inclement

weather, loss of power, loss of heating, loss of water, or other unexpected occurrence.² SB 23-017 will take effect on August 7, 2023, unless a referendum petition is filed.

Average Weekly Wage Paid Benefits Leave

SB 23-046

SB 23-046 modifies the calculation of an individual’s weekly leave benefits under the Colorado Paid Family and Medical Leave Insurance (FAMLI) Act by allowing all jobs worked to be included in the calculation. Under the law prior to SB 23-046, only the individual’s average weekly wage from the job or jobs from which the individual was taking leave were included in the calculation. SB 23-046 took effect on March 23, 2023.

Fairness in Job Applications

SB 23-058

SB 23-058 created the Job Application Fairness Act, which, on or after July 1, 2024, prohibits employers from requesting or requiring, on an initial job application, that an applicant disclose their age, date of birth, and/or their dates of attendance/graduation from an educational institution. An employer may request that an applicant provide additional application materials such as certifications, transcripts, and/or other materials, provided that the employer notifies the applicant they may redact the information outlined above. An employer may also request that an individual verify their compliance with age requirements if required by an occupational qualification and/or federal/state law or regulation, provided verification does not violate the nondisclosure requirements outlined above by, for example, asking for the specific age of the individual. SB 23-058 will take effect on August 7, 2023, unless a referendum petition is filed.

Ensure Equal Pay for Equal Work

SB 23-105

SB 23-105 amends the Colorado Equal Pay for Equal Work Act. Section 2 of SB 23-105 directs the Director of the Division of Labor and Statistics to adopt new processes for the mediation of complaints of alleged violations of Section 8-5-102, C.R.S., promulgate rules for enforcement and, when violations are founds, to order compliance and/or other relief. SB 23-105 also increases the allowance for back pay from three to six years. Section 3 of SB 23-105 requires an employer to disclose, on every job posting: the date the application window closes, in addition to the already required inclusion of the hourly or salary compensation or range thereof and description of the job’s benefits and other compensation. SB 23-105 also requires that within 30 calendar days of a candidate beginning work, the employer must make reasonable efforts to provide employees whom the employer intends the selected candidate to work with: the selected candidate’s name, the selected candidate’s former job title if the selected candidate was already employed by the employer, the selected candidate’s new job title, and information on how employees may show interest in similar job opportunities should they arise. Additional requirements are applicable for positions with career progression. Nothing in SB 23-105 requires an employer to identify an employee in a way that violates their privacy rights under local, state, or federal law. SB 23-105 will take effect on January 1, 2024, unless a referendum petition is filed.

Public Employees Workplace Protection

SB 23-111

SB 23-111 creates the “Protections for Public Workers Act,” Sections 29-33-101, C.R.S., *et. seq.* and adds labor protections for public employees within Colorado, which is defined to include employees of special districts. Under SB 23-111 a public employee has the right to: discuss or express their views regarding public employee representation, workplace issues, or the rights granted to the public employee in Protections for Public Workers Act; engage in protected, concentrated activity for the purpose of mutual aid or protection; fully participate in the political process while off duty and/or not in uniform, including the ability to speak with members of the public employer’s governing body on matters related to

² For a more detailed explanation, please consult §§ 8-13.3-404(1)(a)(IV), (e), (f), C.R.S.

employment or a matter of public concern and the ability to engage in other political activities in the same manner as others in Colorado; and organize, form, join, or assist or refrain from, organizing, forming, joining, or assisting an employee organization. Provided, however, an employer may limit these rights to the extent necessary to maintain the nonpartisan role of the employer.

A public employer shall not: discriminate or threaten to discriminate against, coerce, intimidate, interfere with, or impose reprisals against a public employee exercising these rights; interfere in the administration of an employee organization; discharge or discriminate against a public employee because they have filed an affidavit, petition, or complaint or given any information or testimony pursuant to the Protections for Public Workers Act or because they formed, joined, assisted, or chosen to be represented by an employee organization.

Section 29-33-105(3), C.R.S. which grants the Division of Labor Standards the authority to adjudicate unfair labor practices, will take effect on July 1, 2024. The remainder will take effect on August 7, 2023, unless a referendum petition is filed.

Protecting Opportunities and Workers' Rights (POWR) Act**SB 23-172**

SB 23-172 amends the Colorado Anti-Discrimination Act by defining “harassment” as “unwelcome conduct or communication related to an individual’s membership in a protected class where submission to the conduct is a condition of the individual’s employment, is used as a basis for employment decisions or interferes with the individual’s work, or is objectively offensive to a reasonable person in the same protected class.” SB 23-172 specifies that (1) harassment does not need to be severe or pervasive to constitute a discriminatory or unfair practice; (2) petty slights or annoyances or lack of good manners do not constitute harassment unless it meets the totality of the circumstances and the standards in the bill; and (3) various factors are considered under the totality of the circumstances. This bill makes additional changes to anti-discrimination laws including but not limited to the following: adding protections for individuals based on their marital status; eliminating the ability of an employer to assert that an individual’s disability has a significant impact on the job as the rationale for being unable to accommodate an individual who is otherwise qualified for the job; requiring employers to preserve records of complaints related to discriminatory or unfair labor practices for at least five years and include certain information in the complaint repository; and establishing an affirmative defense for an employer if the employer meets certain requirements, including a harassment prevention program. A harassment prevention program satisfies the affirmative defense if the employer promptly investigates complaints and takes reasonable remedial actions when warranted. Additionally, under SB 23-172 a nondisclosure provision in a contract preventing the disclosure of an alleged discriminatory or unfair employment practice is void unless: it provision applies equally to all parties; clearly states that it does not restrain an employee or prospective employee from disclosing the underlying facts of alleged practices, which includes disclosing the existence and terms of a settlement to the people, peoples, groups, agencies, governments, or any other purpose as required by law as listed in Sections 24-34-407(1)(b)(I) – (IV), C.R.S. SB 23-172 also states that any disclosure under (1)(b) of this section is not disparagement; and that if a nondisparagement provision is included in a contract, and if the employer disparages the employee or prospective employee, the employer may not seek enforcement or damages.

Under SB 23-172, an employer must preserve any employment or personal record that the employer made, received, or kept for at least five years after the latter of: the date the employer made or received the record or the date of the personnel action about which the record relates to, or to the final disposition of the issue. SB 23-172 will take effect on August 7, 2023, unless a referendum petition is filed.

HOUSING

Regulating Local Housing Growth Restrictions

HB 23-1255

HB 23-1255 prohibits a governmental entity (inclusive of special districts) from enacting or enforcing an anti-growth law affecting non-publicly owned property, except in certain circumstances. HB 23-1255 defines an “anti-growth law” as “a land use law that explicitly limits either the growth of the population in the governmental entity's jurisdiction or the number of development permits or building permit applications for residential development or the residential component of any mixed-use development submitted to, reviewed by, approved by, or issued by a governmental entity for any calendar or fiscal year.” HB 23-1255 provides a number of exceptions allowing for the enactment of temporary, nonrenewable anti-growth laws which may not be effective for more than twenty-four months in any given five-year period. HB 23-1255 will take effect on August 7, 2023, unless a referendum petition is filed.

ELECTIONS

Modifications to Laws Regarding Elections

SB 23-276

SB 23-276 contains various additions, amendments, and repeals regarding Colorado Election Law. Many sections of this bill do not apply to special districts, only those sections that apply are outlined below.

- Section 1 amends the definition of identification to include any form of identification as specified in Sections 1-1-104(19.5)(a)(I) -19.5(a)(XIII), C.R.S. that is in a digital format.
- Section 2 repeals certain language regarding the determination of residence for purposes of voting in an election.
- Section 18 adds that for any coordinated election, the County who will conduct the coordinated election on behalf of a special district shall enter into an agreement sharing the county’s reasonable costs in relation to the coordinated election that are not otherwise reimbursed by the state. Section 27 also clarifies that special districts are only responsible for the actual costs of a coordinated election and not costs such as overhead costs or other costs listed in Section 1-7-116 (b), C.R.S.
- Section 19 removes language requiring that nothing within this section shall be construed to mean that a special district replace a voting system in use prior to May 28, 2004.
- Section 26 lays out requirements for (“Watchers”), as defined in Section 1-1-104 (51), C.R.S., and directs a County Clerk or Designated Election Official to revoke the certificate of a Watcher who takes or records pictures or videos in places where election activity occurs or places where confidential or personally identifiable information is in view.
- Section 28 clarifies that an elector may take a mobile phone or other electronic device into a voter service or polling center provided they do not make or receive any phone calls, except for calls to or from the Multilingual Ballot Hotline. In addition, an elector may not take **any** pictures or videos of any item in a voter service or polling center other than pictures or videos of their own ballot.
- Section 29 clarifies that only an election judge can examine an electromechanical voting system component to determine if the system or any of its components have been defaced or damaged. Such may be necessary to determine if any wrongdoing has occurred.
- Section 30 clarifies that a bipartisan group of election judges shall create a true duplicate copy of a damaged ballot so that said ballot can be read by an electronic voting system.
- Section 34 clarifies rules for signature verification and the curing of a deficiencies in ballots. In addition, this section also sets the timeline for the update of the Statewide Voter Registration System so as to reflect that a voter has cured a deficiency in their ballot.
- Section 39 states that any recount of coordinated election be in accordance with Section 1-10.5-102, C.R.S. Section 40 further clarifies that for any recount not required by law or regulation, an

interested party may submit a “notarized written request” in accordance with Section 1-10.4-102, C.R.S. Section 40 also lays out the requirements and timeline for the filing of a recount request.

- Section 47 clarifies rules on contribution limits to candidate committees or groups that donate to candidate committees, such as an issue committee or small-scale committee. In particular the bill prohibits an issue committee or small-scale committee from donating to a candidate committee. In addition, the bill also clarifies the date that a candidate committee must be terminated, depending on whether a candidate is elected or not elected. Sections 1-45-103.7 (12)(a)(I), (II), C.R.S.
- Section 52 clarifies that no special district may expend any money from any source or make any contributions to urge electors to vote in favor of or against any referred measure, as defined in Section 1-1-104(34.5), C.R.S. passed by the General Assembly or the governing body of any political subdivision with authorization to refer matters to voters or recall measure for the recall of any officer that that has been submitted for approval for circulation on an approved petition form.
- Section 54 clarifies that any County Clerk or Designated Election Official shall not use any state or federal money to pay for advertising expenses that “predominantly features a person who is a declared candidate for a federal, state or local office.” Section 25-75-115(1), C.R.S. Advertising does not include official notices, communications required by law or ongoing/routine communications.

SB 23-276 took effect on June 6, 2023. Section 18 will take effect on July 1, 2024.

PUBLIC RECORDS

Access to Government Records

SB 23-286

SB 23-286 makes the following changes to the Colorado Open Records Act (“CORA”):

- Prohibits the custodian of public records from requiring a requester to provide identification in order to request or inspect a public record, except as required by Section 24-72-204(3.5)(g), C.R.S. or when a record requested is confidential and accessible only on the basis that the requester the person in interest.
- For any public record that is stored in a searchable digital format, a custodian shall provide a digital copy of the public record, unless otherwise requested, via email or another mutually agreed method if the records are too large for an email. Unless required by Section 24-72-204(3.5)(b), C.R.S., no digital record shall be made into a non-searchable non-digital record before production in response to a request.
- Addition of the ability of the custodian to deny access to telephone numbers and home addresses that are provided by a person to an elected official or special district for the purpose of communications from the elected official or special district.
- Unless disclosure is otherwise prohibited and notwithstanding Sections 2-3-511 and 24-72-203(3)(a)(X), (X.5), C.R.S., any public records relating to “sexual harassment complaints made against an elected official and the results or report of investigations regarding alleged sexual harassment by an elected official conducted by or for that official's government” shall be made available for inspection if the investigation concluded that the elected official is culpable for any act of sexual harassment; except that the identity of any accuser, accused who is not an elected official, victim, or witness and any other information that would identify any such person, and any other portion not subject to disclosure under Section 24-72-204(2), C.R.S. must be redacted.
- A custodian shall not charge a per-page fee basis for digital records.
- Should a custodian allow the public to pay for other services/products with a credit card or other electronic payment method, the custodian shall allow the requester to pay any fee or deposit associated with a record request via a credit card or other electronic payment method. A custodian may charge a requestor any service fee charged by a credit card company.

SB 23-286 will take effect on August 7, 2023, unless a referendum petition is filed.

PUBLIC SAFETY

Wildfire Evacuation and Clearance Time Modeling

HB 23-1075

HB 23-1075 directs the State Office of Emergency Management to study the efficacy and feasibility of local or jurisdictional emergency management agencies with jurisdiction in a wildfire risk area to integrate evacuation and clearance time modeling into their emergency management plans. HB 23-1075 took effect on May 12, 2023.

Inclusive Languages in Emergency Situations

HB 23-1237

HB 23-1237 directs the University of Colorado’s Natural Hazards Center (“Hazards Center”) to determine what fire districts and local 911 agencies need to provide emergency alerts in languages other than English by July 1, 2024. In addition, the Hazards Center shall determine what local 911 agencies must provide language interpretation in 911 calls by July 1, 2024. HB 23-1237 took effect on May 12, 2023.

Establishment of a Wildfire Resiliency Code Board

SB 23-166

SB 23-166 concerns the establishment of Wildfire Resiliency Code Board (“Board”) adopt model codes and standards for the mitigation of damage from wildfires in wildland-urban interface areas. The bill also requires that local governments, which includes fire protection districts, which have the authority to adopt building of fire codes, shall adopt codes that meet or exceed the model code set by the Board. HB 23-1237 took effect on May 12, 2023.

TAX

Electronic Sales and Use Tax Simplification System

HB 23-1017

HB 23-1017 concerns updates to the State’s Electronic Sales and Use Tax Simplification System (“System”). Of note to special districts collecting sales and use taxes, is the addition of a filtering option to sort retailers and create exportable spreadsheet reports. The Department of Revenue shall not charge any convenience or similar fee for use of the System nor shall it deduct an amount from moneys distributed to local taxing jurisdictions in lieu of any convenience or similar fee. HB 23-1017 will take effect on August 7, 2023, unless a referendum petition is filed.

Metropolitan District Tax for Parks and Recreation

HB 23-1062

HB 23-1062 extends the ability of a metropolitan district to levy a uniform sales tax for purposes of parks or recreational facilities or programs. The tax is only effective in areas of the district that are not also within the boundaries of an incorporated municipality. The net revenues of any such tax that is levied are limited to being used on parks or recreational facilities or programs. HB 23-1062 will take effect on August 7, 2023, unless a referendum petition is filed.

Allowing Temporary Reductions in Property Tax Due

SB 23-108

SB 23-108 codifies the practice of certain local governments using a temporary mill levy reduction to provide property tax relief for purposes other than to effect a refund for any purpose required by TABOR. Concurrent with the certification of a levy to the county commissioners, a local government may certify the temporary property tax credit or mill levy reduction. A temporary reduction in property taxes for the purpose of tax relief is subject to annual renewal. SB 23-108 will take effect on August 7, 2023, unless a referendum petition is filed.

The passage of SB 23-303 is intended to address significant anticipated property tax increases for property owners in the forthcoming years. Most provisions of SB 23-303 will require voter approval to become effective and will be submitted to the Colorado voters as “Proposition HH” at the general election to be held on November 7, 2023. Proposition HH will read as follows: *Shall the state reduce property taxes for homes and businesses, including expanding property tax relief for seniors, and backfill counties, water districts, fire districts, ambulance and hospital districts, and other local governments and fund school districts by using a portion of the state surplus up to the proposition HH cap as defined in this measure?*

The passage of SB 22-238 last year resulted in the reduction of assessed valuations through 2024. Subject to a cap set forth in SB 22-238, the State is required to reimburse local government entities for property tax revenue lost as a result of those reduced assessed valuation calculations.

Pursuant to SB 23-303, assessed valuation calculations are further reduced for several classes of real property over a period of ten (10) years, as set forth in the chart below. This reduction will further impact property taxes collected by local governments. Under SB 23-303, the State will generate additional funds to reimburse local governments for lost property tax revenue by using a portion of the States’s TABOR surplus to backfill the lost property tax revenue. TABOR currently requires State surpluses to be refunded to the taxpayers, and further requires the State to obtain authorization from Colorado voters to reduce property taxes and to retain excess State tax revenues to backfill the revenue lost by local governments. As required by SB 23-303, the State will refer Proposition HH to the voters at the November 2023 election to obtain voter authorization to reduce property taxes and retain excess State tax revenues as set forth in SB 23-303. If Proposition HH passes, the State will be authorized to retain and spend all of the State surplus that is under the Proposition HH cap and the assessed valuation calculations set forth in the chart below will be in effect. If Proposition HH fails, the property tax reductions and local government backfill using excess State tax revenues will be repealed and will not go into effect, and the State’s current property tax law under SB 22-238 will continue to apply.

The chart below³ compares the State’s current property tax law under SB 22-238 with the property tax laws enacted under SB 23-303, assuming Proposition HH is approved by the Colorado voters at the November 2023 election.

Current Law - SB22-238	SB23-303 (w/ ballot measure approved)
<p>LODGING:</p> <p><u>2023 tax year:</u> 27.9% (no \$30K reduction)</p> <p><u>2024 tax year and all subsequent years:</u> 29%</p>	<p>LODGING:</p> <p><u>2023 tax year:</u> 27.85% of the actual property value, <i>minus</i> the lesser of \$30,000 or the amount that causes the assessed value to be \$1,000 (the “30K reduction”)</p> <p><u>2024 to 2026 tax years:</u> 27.85% (no \$30K reduction)</p>

³ Chart courtesy of BROWNSTEIN CLIENT ALERT, MAY 9, 2023 entitled *Major Property Tax Relief Passed by the Colorado Legislature, Now It’s Up to the Voters.*

2027 to 2028 tax years: 27.65%

2029 to 2030 tax years: 26.9%

2031 to 2032 tax years:

a) 25.9%, *if* for the 2031 tax year, the average increase in assessed value for property within the 32 counties with the smallest increase in total valuation is $\geq 3.7\%$ (“*Sufficient AV Growth*”)

b) 26.9%, *if* for the 2031 tax year, the average increase in assessed value for property within the 32 counties with the smallest increase in total valuation is $< 3.7\%$ (“*Insufficient AV Growth*”)

All tax years following 2032: 29%

AGRICULTURE and RENEWABLE ENERGY-PRODUCING LAND:

2023 and 2024 tax years: 26.4% of the actual property value, *minus* the \$30K reduction

All tax years following 2024: 29%

AGRICULTURAL, RENEWABLE ENERGY PRODUCING LAND, and NEW RENEWABLE ENERGY AGRICULTURAL LAND:

Agricultural *or* Renewable Energy:

2023 to 2030 tax years: 26.4% (*no \$30K reduction*)

2031 to 2032 tax years:

a) 25.9%, *if* for the 2031 tax year, there is Sufficient AV Growth

b) 26.4%, *if* for the 2031 tax year, there is Insufficient AV Growth

All tax years following 2032: 29%

Renewable Energy Agricultural Land:

2023 tax year: 26.4% (*no \$30K reduction*)

2024 to 2032 tax years: 21.9%

All tax years following 2032: 29%

IMPROVED COMMERCIAL SUBCLASS:

IMPROVED COMMERCIAL SUBCLASS:

2023 tax year: 27.9% of the actual property value, *minus* the \$30K reduction.

2024 tax year and all subsequent years: 29%

2023 tax year: 27.85% of the actual property value, *minus* the \$30K reduction

2024 to 2026 tax years: 27.85% (*no \$30K reduction*)

2027 to 2028 tax years: 27.65%

2029 to 2030 tax years: 26.9%

2031 to 2031 tax years:

a) 25.9%, *if* for the 2031 tax year, there is Sufficient AV Growth

b) 26.9%, *if* for the 2031 tax year, there is Insufficient AV Growth

All tax years following 2032: 29%

ALL OTHER NONRESIDENTIAL (*that is not commercial, lodging, agriculture or renewable energy*):

2023 tax year: 27.9% (*no \$30K reduction*)

2024 tax year and all subsequent years: 29%

ALL OTHER NONRESIDENTIAL (*that is not commercial, lodging, agriculture, renewable energy, renewable energy agriculture, or is not under a vacant land subclass*):

2023 to 2026 tax year: 27.85% (*no \$30K reduction*)

2027 to 2028 tax years: 27.65%

2029 to 2030 tax years: 26.9%

2031 to 2031 tax years:

a) 25.9%, *if* for the 2031 tax year, there is Sufficient AV Growth

b) 26.9%, *if* for the 2031 tax year, there is Insufficient AV Growth

All tax years following 2032: 29%

MULTI-FAMILY:

2023 tax year: 6.765% of the actual property value, *minus* the lesser of \$15,000 or the amount that

MULTI-FAMILY:

2023 tax year: 6.7% of the actual property value, *minus* the lesser of \$50,000 or the amount

reduces the assessed value to \$1,000 (the “\$15K reduction”).

2024 tax year: 6.8%

All years following 2024 tax year: 7.15%

that reduces the assessed value to \$1,000 (the “\$50K reduction”).

2024 to 2032 tax year: 6.7% of the actual property value, *minus* the lesser of \$40,000 or the amount that reduces the assessed value to \$1,000 (the “\$40K reduction”).

All tax years following 2032: 7.15%

SINGLE FAMILY:

2023 tax year: 6.765% of the actual property value, *minus* the \$15K reduction

2024 tax year: To be temporarily established by the property tax administrator on or before March 21, 2024, the percentage necessary to generate an aggregate reduction of local government property tax revenue of \$700M in tax years 2023 and 2024

All years following 2024 tax year: 7.15%

SINGLE FAMILY:

2023 tax year: 6.7% of the actual property value, *minus* the \$50K reduction

2024 to 2024 tax years: 6.7% of the actual property value, *minus* the \$40K reduction

2025 to 2032 tax years: There is a split in Single Family tax rates between Primary Residence, Qualified-Senior Primary Residence and Non-primary Residence as follows:

· Primary Residence (including Multi-Family Primary Residence*): 6.7% of the actual property value, *minus* the \$40K reduction.

· Qualified-Senior Prim. Residence: 6.7% of the actual property value, *minus* the lesser of \$140,000 or the amount that reduces the assessed value to \$1,000.

· Non-Primary Residence (All other residential that is not Multi-Family, Primary Residence or Qualified-Sr Prim Residence): 6.7% (no reduction)

All tax years following 2032: 7.15%

*Definition of Multi-Family Primary Residence is discussed below.

Also, for tax years beginning in 2025, SB 22-303 also includes new subclasses of property as follows:

- Single-family residential class includes three subclasses: Primary Residence, Qualified-Senior Primary Resident, and all other residential that is not multi-family, primary residence or qualified-senior primary resident;
- Multi-Family Primary Residence subclass, and

- a Renewable Energy Agricultural Land subclass.

SB22-238, already required the state to reimburse local government entities (including water districts, fire districts, ambulance and hospital districts and school districts) for property tax revenue lost as a result of reductions in valuation, subject to a cap and a shorter duration. SB23-303 generates additional funds to reimburse local governments and certain special districts by dedicating a portion of the state TABOR surplus to the backfill and extending the backfill relief from 2024 through 2032. SB 23-303 is subject to statewide voter approval in the November 2023 General Election as Proposition HH. If Proposition HH passes, SB 23-303 will take effect on the date of the vote’s official declaration by the governor. Given this timing, SB 23-303 also revises certain statutory deadlines for property tax year 2023 including the deadline for mill levy certification pursuant to Section 39-5-128, C.R.S., which is postponed from December 15, 2023 to January 5, 2024.

Property Tax Valuation **SB 23-304**

SB 23-304 concerns changes to the assessment and valuation of property tax. SB 23-304 requires a county assessor to take into consideration a property’s current use; existing zoning, governmental, or environmental land use restrictions; multi-year leases or other contractual agreements affecting the use of or income from the property; easements and reservations of record; and covenants, conditions, and restrictions of record, in setting valuation of the property. In addition, SB 23-304 makes changes to some taxpayer protests processes and taxpayer data requests. SB 23-304 will take effect on August 7, 2023, unless a referendum petition is filed.

MISCELLANEOUS

Requiring Labeling of Disposable Wipes **SB 23-150**

SB 23-150 requires that after December 31, 2023, packages of premoistened, nonwoven disposable wipes be labeled with the phrase “Do Not Flush.” SB 23-150 will take effect on August 7, 2023, unless a referendum petition is filed.

Local Government Provision of Communication Services **SB 23-183**

SB 23-183 makes certain changes and clarifications regarding the provision of cable television, telecommunications, or broadband internet services. Under current law, special districts are prohibited from providing these services without voter approval. SB 23-183 removes the voter approval requirement and allows special districts to provide the above referenced services or enter into public-private partnership agreements without voter approval. It should be noted that advance voter approval may still be required for purposes of TABOR. SB 23-183 also allows local governments to provide middle mile infrastructure, as defined in 47 U.S.C. § 1741(a)(9). SB 23-183 took effect on May 1, 2023.

Water Quality Control Fee Setting by Rule **SB 23-274**

SB 23-274 requires the Water Quality Control Commission (“Commission”), after consultation with stakeholders, to set fees by rule for a variety of industries for pollution discharge and other water-related activities, by October 31, 2025. Existing fees remain in place until January 1, 2026, unless the Commission adopts rules to phase-in the new fees earlier. The commission must establish the fees by rule beginning July 1, 2026. SB 23-274 also updates the membership of the Commission. SB 23-274 took effect on May 17, 2023.



ICENOGLE SEAVER POGUE

July 26, 2023

Re: House Bill 23-1105

On May 24, 2023, Governor Polis signed House Bill 23-1105 (“Act”). The Act creates the Metropolitan District Homeowner’s Rights Task Force (“Task Force”), with the Power to “[e]xamine issues confronting communities that are governed by a Board of a Metropolitan District.”

A portion of the Act, Section 12-10-226.5(1)(b)(V), C.R.S., contains an affirmative requirement that certain metropolitan districts must notify residents of the district prior to the Task Force’s first meeting. The Act requires that all members of the Task Force be appointed by November 1, 2023.

There are no specific requirements for the means of communicating this notice, so our interpretation is that the notice may be sent in any way permitted under the law. As such, we suggest providing the notice in the same manner that the district provides notice of its meetings for purposes of Section 24-6-402(2)(c)(I), C.R.S.

Please see the next page for proposed language to provide to residents of the district regarding this matter.

If you have any questions on the matter, please do not hesitate to contact me.

Very truly yours,



ICENOGLE SEAVER POGUE
A Professional Corporation

NOTICE OF METROPOLITAN DISTRICT HOMEOWNER’S RIGHTS TASK FORCE
HOUSE BILL 23-1105

Dear Resident of [REDACTED] Metropolitan District,

On May 24, 2023, Governor Polis signed House Bill 23-1105 into law, which, among other actions, created the Metropolitan District Homeowner’s Rights Task Force (“Task Force”). The Task Force will review, among other matters, tax levying authority and practices, foreclosure practices, communications with homeowners, and governance policies. All members of the Task Force will be appointed by November 1, 2023. A requirement of the new law is that we notify you of the creation and existence of the Task Force prior to its first meeting. If you have any questions about the Task Force, please reach out to the Colorado Department of Regulatory Agencies or visit their website at <https://dora.colorado.gov>.