

**Second Regular Session  
Seventy-fourth General Assembly  
STATE OF COLORADO**

**ENGROSSED**

*This Version Includes All Amendments Adopted  
on Second Reading in the House of Introduction*

LLS NO. 24-0312.03 Jessica Herrera x4218

**HOUSE BILL 24-1334**

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**HOUSE SPONSORSHIP**

**Boesenecker,**

**SENATE SPONSORSHIP**

**Hansen,**

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**House Committees**

Transportation, Housing & Local Government

**Senate Committees**

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**A BILL FOR AN ACT**

101      **CONCERNING THE AUTHORIZATION OF A BROADBAND PROVIDER'S**  
102              **INSTALLATION OF NECESSARY BROADBAND INFRASTRUCTURE IN**  
103              **MULTIUNIT BUILDINGS, AND, IN CONNECTION THEREWITH,**  
104              **SPECIFYING LEGAL OBLIGATIONS AND RIGHTS RELATING TO THE**  
105              **INSTALLATION OF BROADBAND INFRASTRUCTURE IN SUCH**  
106              **BUILDINGS.**

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**Bill Summary**

*(Note: This summary applies to this bill as introduced and does not reflect any amendments that may be subsequently adopted. If this bill passes third reading in the house of introduction, a bill summary that applies to the reengrossed version of this bill will be available at <http://leg.colorado.gov>.)*

The bill prohibits a property owner (owner) of a multiunit building,

Shading denotes HOUSE amendment. Double underlining denotes SENATE amendment.  
*Capital letters or bold & italic numbers indicate new material to be added to existing law.*  
*Dashes through the words or numbers indicate deletions from existing law.*

HOUSE  
Amended 2nd Reading  
March 22, 2024



1 (4) "MULTIUNIT BUILDING" MEANS A MULTIDWELLING BUILDING,  
2 A MULTITENANT BUILDING, OR A MOBILE HOME PARK.

3 **29-27-502. Broadband internet service providers' access to a**  
4 **multiunit building.** (1) A BROADBAND INTERNET SERVICE PROVIDER,  
5 INCLUDING A PROVIDER THAT IS FINANCED BY A LOCAL GOVERNMENT AND  
6 A PRIVATE PROVIDER, MAY ACCESS AND INSTALL ANY NECESSARY  
7 BROADBAND FACILITIES TO PROVIDE HIGH-SPEED BROADBAND INTERNET  
8 SERVICE TO A MULTIUNIT BUILDING IF:

9 (a) (I) THE BROADBAND INTERNET SERVICE PROVIDER PROVIDES  
10 ADEQUATE NOTICE OF INTENT TO ACCESS THE PROPERTY TO INSTALL THE  
11 NECESSARY BROADBAND FACILITY TO PROVIDE BROADBAND INTERNET  
12 SERVICE TO AN OWNER OF A MULTIUNIT BUILDING OR TO A MOBILE HOME  
13 LANDLORD IN ACCORDANCE WITH SUBSECTION (2) OF THIS SECTION. AN  
14 OWNER'S FAILURE TO RESPOND TO THE NOTICE WITHIN THIRTY DAYS IS  
15 DEEMED TO BE AUTHORIZATION FOR ACCESS.

16 (II) IF AN OWNER OF A MULTIUNIT BUILDING OR A MOBILE HOME  
17 LANDLORD IS NONRESPONSIVE OR REFUSES TO ENGAGE WITH THE  
18 BROADBAND INTERNET SERVICE PROVIDER IN REGARD TO THE AESTHETICS  
19 OF THE PROPERTY, THE BROADBAND INTERNET SERVICE PROVIDER SHALL  
20 INSTALL BROADBAND FACILITIES IN ACCORDANCE WITH HOW THE  
21 BROADBAND INTERNET SERVICE PROVIDER HAS REASONABLY ASSESSED AS  
22 MEETING THE AESTHETICS OF THE PROPERTY.

23 (b) THE BROADBAND INTERNET SERVICE PROVIDER PROVIDES TO  
24 A MULTIUNIT OWNER OR A MOBILE HOME LANDLORD AN ACCESS  
25 AGREEMENT THAT:

26 (I) COMPLIES WITH ALL FEDERAL LAWS AND REGULATIONS, STATE  
27 LAWS AND RULES, AND LOCAL ORDINANCES, RESOLUTIONS, AND

1 REGULATIONS, INCLUDING ANY DECLARATORY RULING FROM THE FEDERAL  
2 COMMUNICATIONS COMMISSION BARRING EXCLUSIVE REVENUE SHARING  
3 AGREEMENTS AND GRADUATED REVENUE SHARING AGREEMENTS AND ANY  
4 SALE AND LEASEBACK AGREEMENTS UNDER WHICH A BROADBAND  
5 INTERNET SERVICE PROVIDER TRANSFERS OWNERSHIP OF ANY INSIDE WIRE  
6 ARRANGEMENTS TO THE OWNER OF A MULTIDWELLING RESIDENTIAL  
7 BUILDING AND THEN LEASES THE WIRE BACK FROM THE PROPERTY OWNER;

8 (II) GRANTS THE BROADBAND INTERNET SERVICE PROVIDER A  
9 NON-EXCLUSIVE LICENSE TO CONSTRUCT, REPLACE, MAINTAIN, REPAIR,  
10 OPERATE, AND REMOVE, AT THE PROVIDER'S SOLE [REDACTED] EXPENSE, ANY  
11 BROADBAND FACILITY OR OTHER EQUIPMENT NECESSARY [REDACTED] IN  
12 DISTRIBUTING ANY BROADBAND INTERNET SERVICE AND ANY  
13 ACCOMPANYING SERVICE DISTRIBUTED OVER THE HIGH-SPEED  
14 BROADBAND INTERNET INFRASTRUCTURE ONLY AS NECESSARY TO  
15 PROVIDE HIGH-SPEED BROADBAND INTERNET SERVICE TO THE MULTIUNIT  
16 BUILDING;

17 (III) GRANTS THE BROADBAND INTERNET SERVICE PROVIDER  
18 ACCESS TO THE PROPERTY DURING NORMAL BUSINESS HOURS OR AT ANY  
19 TIME DURING AN EMERGENCY TO INSTALL OR REPAIR ANY BROADBAND  
20 FACILITY;

21 (IV) REQUIRES THE BROADBAND INTERNET SERVICE PROVIDER TO  
22 OBTAIN CONSENT FROM ANY TENANT OF THE MULTIUNIT BUILDING OR  
23 MOBILE HOME PARK PRIOR TO ENTERING THE TENANT'S PREMISES AND  
24 INSTALLING OR REPAIRING ANY NECESSARY BROADBAND FACILITY;

25 (V) GRANTS THE BROADBAND INTERNET SERVICE PROVIDER ALL  
26 OWNERSHIP INTEREST IN ANY BROADBAND FACILITY EXCEPT WHERE A  
27 FACILITY MAY BE DEEMED TO BE AFFIXED TO THE REAL PROPERTY AND

1        CONSIDERED A FIXTURE OF THE PROPERTY IN WHICH THE OWNER OF THE  
2        PROPERTY RETAINS OWNERSHIP INTEREST OF THE FIXTURE;

3            (VI) REQUIRES THE BROADBAND INTERNET SERVICE PROVIDER TO  
4        BE RESPONSIBLE FOR MAINTAINING THE BROADBAND FACILITIES IN GOOD  
5        ORDER AND PROMPTLY REPAIRING ANY DAMAGE TO THE PROPERTY  
6        CAUSED BY THE BROADBAND INTERNET SERVICE PROVIDER;

7            (VII) RELEASES THE OWNER OF A MULTIUNIT BUILDING FROM ANY  
8        LIABILITY FOR ANY DAMAGE OR LOSS TO THE BROADBAND FACILITY  
9        EXCEPT IN THE OWNER'S WILLFUL MISCONDUCT OR GROSS NEGLIGENCE;

10          (VIII) REQUIRES THE BROADBAND INTERNET SERVICE PROVIDER  
11        TO MAINTAIN INSURANCE THAT WILL INSURE ITS OBLIGATIONS UNDER THE  
12        ACCESS AGREEMENT;

13          (IX) RELEASES THE BROADBAND INTERNET SERVICE PROVIDER  
14        AND THE OWNER OF A MULTIUNIT BUILDING FROM ANY INDIRECT,  
15        INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY FAILURE TO  
16        PERFORM ITS OBLIGATION UNDER THE ACCESS AGREEMENT IF THE FAILURE  
17        IS CAUSED BY AN ACT OF GOD, ACCIDENT, FIRE, ACT OF GOVERNMENT, OR  
18        OTHER CAUSE OF SIMILAR NATURE BEYOND THE OBLIGOR'S REASONABLE  
19        CONTROL; ■

20          (X) STIPULATES THAT THE BROADBAND INTERNET SERVICE  
21        PROVIDER IS RESPONSIBLE FOR REMOVING THE BROADBAND FACILITY AND  
22        REPAIRING ALL DAMAGE CAUSED BY SUCH REMOVAL, WITHIN NINETY DAYS  
23        OF THE EXPIRATION OR TERMINATION OF THE ACCESS AGREEMENT, AT THE  
24        SOLE COST AND EXPENSE OF THE PROVIDER. THE BROADBAND INTERNET  
25        SERVICE PROVIDER MUST LEAVE THE BROADBAND FACILITY IN PLACE IF  
26        THE FACILITY BECOMES THE PROPERTY OF THE MULTIUNIT BUILDING  
27        OWNER IN ACCORDANCE WITH LAWS REGARDING FIXTURES.

1 (XI) WARRANTS THAT THE BROADBAND INTERNET SERVICE  
2 PROVIDER WILL NOT INTERFERE WITH OTHER SERVICES PROVIDED TO OR  
3 USED BY THE MULTIUNIT PROPERTY;

4 (XII) INCLUDES A FULL DESCRIPTION OF THE AREAS OF THE  
5 PROPERTY WHERE EQUIPMENT RELATED TO THE BROADBAND FACILITY  
6 WILL BE LOCATED THAT IS REASONABLY LIMITED TO ONLY THOSE AREAS  
7 AS NECESSARY TO PROVIDE HIGH-SPEED BROADBAND INTERNET SERVICE  
8 TO THE MULTIUNIT BUILDING, IS CONTAINED WITHIN EXISTING UTILITY  
9 EASEMENTS WHENEVER POSSIBLE, AND IS SUBJECT TO THE PROPERTY  
10 OWNER'S RIGHT TO DETERMINE THE LOCATION OF THE EQUIPMENT OR ANY  
11 RELOCATION OF THE EQUIPMENT REQUIRED BY FUTURE DEVELOPMENT OF  
12 THE PROPERTY;

13 (XIII) REQUIRES THE INSTALLATION MUST BE DONE IN  
14 ACCORDANCE WITH INDUSTRY BEST PRACTICES, INCLUDING AESTHETIC  
15 BEST PRACTICES, AND IN INCORPORATED AREAS, EXTERIOR  
16 INFRASTRUCTURE MUST BE AT OR BELOW GRADE;

17 (XIV) REQUIRES THE BROADBAND INTERNET SERVICE PROVIDER  
18 TO ASSUME ALL COSTS FOR DAMAGE RELATED TO CONSTRUCTION AS A  
19 RESULT OF THE UNLOCATED PRIVATE UTILITIES ON THE PROPERTY; AND

20 (XV) REQUIRES THE BROADBAND INTERNET SERVICE PROVIDER TO  
21 AVOID ANY DEVIATION FROM THE GENERAL AESTHETICS OF A BUILDING  
22 WHEN INSTALLING ANY BROADBAND FACILITIES WHEN IT IS PRACTICABLE  
23 AND DOES NOT CAUSE ANY UNDUE HARDSHIP ON THE BROADBAND  
24 INTERNET SERVICE PROVIDER.

25 (2) THE NOTICE REQUIRED BY SUBSECTION (1)(a) OF THIS SECTION  
26 MUST:

27 (a) INCLUDE A FULL DESCRIPTION OF AREAS OF THE PROPERTY

1 THAT WILL BE ACCESSED AND THE TYPE OF BROADBAND FACILITY THAT  
2 WILL BE NECESSARY, AND THE EXPECTED TIME FRAME NEEDED FOR THE  
3 DEPLOYMENT OF INFRASTRUCTURE; AND

4 (b) INCLUDE AN EXPLANATION OF ALL THE LEGAL OBLIGATIONS  
5 AND RIGHTS OF THE PROVIDER AND THE OWNER OF THE MULTIUNIT  
6 BUILDING IN ACCORDANCE WITH SUBSECTION (1)(b) OF THIS SECTION.

7 (3) NOTHING IN THIS SECTION SHOULD BE CONSTRUED TO PERMIT  
8 A BROADBAND INTERNET SERVICE PROVIDER TO IDENTIFY AND SEEK  
9 REPAIR FOR ANY STRUCTURAL DEFICIENCIES NOT RELATED TO THE DIRECT  
10 NEED FOR INSTALLING THE BROADBAND FACILITY OR TO INSTALL  
11 BROADBAND FACILITIES FOR PURPOSES BEYOND PROVIDING SERVICE TO  
12 THE MULTIUNIT BUILDINGS.

13 **SECTION 2.** In Colorado Revised Statutes, **add** 38-12-224 as  
14 follows:

15 **38-12-224. Broadband internet service providers' access to**  
16 **property.** A BROADBAND INTERNET SERVICE PROVIDER, INCLUDING A  
17 BROADBAND INTERNET SERVICE PROVIDER THAT IS FINANCED BY A LOCAL  
18 GOVERNMENT AND A PRIVATE BROADBAND INTERNET SERVICE PROVIDER,  
19 MAY ACCESS AND INSTALL ANY NECESSARY BROADBAND FACILITIES TO  
20 PROVIDE BROADBAND SERVICE TO ANY MOBILE HOME IN A MOBILE HOME  
21 PARK PURSUANT TO PART 5 OF ARTICLE 27 OF TITLE 29.

22 **SECTION 3. Act subject to petition - effective date.** This act  
23 takes effect at 12:01 a.m. on the day following the expiration of the  
24 ninety-day period after final adjournment of the general assembly; except  
25 that, if a referendum petition is filed pursuant to section 1 (3) of article V  
26 of the state constitution against this act or an item, section, or part of this  
27 act within such period, then the act, item, section, or part will not take

1 effect unless approved by the people at the general election to be held in  
2 November 2024 and, in such case, will take effect on the date of the  
3 official declaration of the vote thereon by the governor.