



Town of Green Mountain Falls

**Board of Trustees Meeting Agenda
10615 Green Mountain Falls Road
Tuesday February 6th, 2024 at 7:00pm**

Join Zoom Meeting

<https://us02web.zoom.us/j/82182349751?pwd=WmVrRIArRWFRTXlnYmtYN05qd2xIQT09>

Meeting ID: 821 8234 9751

Passcode: 922838

6:00 Work Session

7:00 REGULAR MEETING

1. CALL TO ORDER/ TECH CHECK/ ROLL CALL/ PLEDGE OF ALLEGIANCE
2. ADDITIONS, DELETIONS, OR CORRECTION TO THE AGENDA
3. CONSENT AGENDA
 - a) Meeting Minutes from the 2024-01-09 BoT Meeting
4. REPORTS
 - a) Mayor and Trustee Reports
 - b) Staff Reports
5. PUBLIC COMMENT: 3 Minutes per speaker
6. BUSINESS ITEMS
 - a) FOUPT 2024 Agreement
 - b) 86th Annual Bronc Day Application & Fee Waiver
 - c) Super Skate Event Application
 - d) Resolution 2024-02 Election Date & Terms
 - e) Baseline Engineering PSA
 - f) Bills: 24-1006, 24-1155 & 24-1168
 - g) GMF Sanctuary Status
7. DISCUSSION ITEMS
8. CORRESPONDENCE
9. PUBLIC COMMENT: 3 Minutes per Speaker
10. ADJOURN

TOWN OF GREEN MOUNTAIN FALLS
Regular Board of Trustee Meeting
January 9th, 2024 – 7:00 P.M.

MEETING MINUTES

Board Members Present

Mayor Todd Dixon
Trustee Katharine Guthrie
Trustee Nick Donzello
Trustee Sean Ives
Trustee Sunde King

Town Manager

Becky Frank

Town Clerk

Bo Ayad

Board Members Absent

Town Attorney

Marshal's Dept.

Sean Goings

1. Call to Order/Roll Call/Pledge of Allegiance

Mayor Dixon called the regular meeting to order at 7:05 p.m. The Pledge of Allegiance was recited. A tech check was conducted. All Board members were present.

2. Additions, Deletions, or Corrections to the Agenda

Trustee Guthrie made a motion to approve and accept the agenda as amended, seconded by Trustee Donzello. Motion passed unanimously.

3. Consent Agenda

Trustee Guthrie motioned to approve the minutes from 2023-12-12. Trustee Donzello seconded the motion which passed unanimously.

4. Reports

Mayor Dixon updated on the Broadband Study. The Mayor asked if residents would help by participating in a “speed test” which is located on the Town Website’s home page. The Mayor gave a brief on the upcoming legislative session at the State Level. He’s following several Draft Bills that will have an impact on the Town. Mayor Dixon highlighted upcoming events to be held here in Town.

The Town Marshal gave a report on the past month’s activity. 34 calls for service with 2 of those calls being for the assistance of other agencies. We had 5 calls where outside agencies assisted us. The Marshal recited a poem in honor of National Law Enforcement Day.

The Town Clerk and Treasurer projected a report highlighting STR renewals and one new application. A follow-up on the records management was provided. Shelly Scott-Nash co-presented on the website accessibility project and the Town’s progress in becoming compliant. The Town Manager gave a report on ongoing activities including USFS Grants, CWP Grant, DOLA comp roads plan, PPACG, FEMA Grant and the upcoming All Boards Training with CIRSA.

PRTAC- Nancy Dixon gave a report on the year in review. She noted that the PRTAC completed 12 additional tasks that came after creating the original 2023 goals list. PRTAC logged 2,608 volunteer hours with an estimated value of \$83,456 to the Town.

5. Public Comment

Rocco Blasi gave public comment on the Boards decision not to approve the application of Chair Mathews for the Planning Commission. Blasi felt that the move was unwarranted, unprompted and unexplained.

6. Business

6A) Lorrie Worthey FMAC Application

Trustee Donzello motioned to approve the application, seconded by Trustee Ives. The motion was approved unanimously.

6B) Dani Hains PRTAC Application

Trustee Guthrie motioned to approve the application, seconded by Trustee Donzello. The motion passed unanimously.

6C) Resolution 2024-01 Mill Levy Certification

Mayor Dixon read the resolution. Trustee Donzello motioned to approve the resolution, seconded by Trustee Guthrie. The motion passed unanimously.

6d) CDBG ADA 2024 Application Approval

Staff is asking for permission to apply for this grant. Application deadline of 02/22/24. This would benefit the American Discovery Trail and the Ute Pass Trail by improving pedestrian safety. Trustee Guthrie motioned to approve, seconded by Trustee Donzello. Motion passed unanimously.

7. Correspondence

PPRTA Cost Estimate. The Town Manager presented a capital project estimate from PPRTA for 2025-2034.

8. Discussion Items

Gazebo Lake Winter Activities. The Town Manager discussed the need for additional signage to clarify where ice skating and ice fishing can take place.

9. Adjournment

At 7:56 pm Mayor Dixon called to Adjourn the meeting.

Custom Account Statement PLUS+

Entity Name	Investor ID	Report Period	Start Date	End Date	Average Yield for the Period
Town of Green Mountain Falls	CO-01-0554		8/1/2023	2/4/2024	5.5280%

Account Number	Account Name	Beginning Balance	Contributions	Withdrawals	Ending Balance	Income Earned for Period
CO-01-0554-8001	CONTINGENCY FUND	33,677.36	0.00	0.00	34,649.36	972.00
CO-01-0554-8002	PARKS FUND - 8002	0.00	0.00	0.00	0.00	0.00
CO-01-0554-8003	SAVINGS ACCOUNT	39,418.85	112,104.45	0.00	155,277.87	3,754.57
CO-01-0554-8004	TABOR RESERVE	17,668.11	0.00	0.00	18,178.07	509.96
Total		90,764.32	112,104.45	0.00	208,105.30	5,236.53

Transactional Activity

CO-01-0554-8001 CONTINGENCY FUND

Date	Transaction Description	Contributions & Income Earned	Withdrawals	Balance	Confirmation Number
08/01/2023	Beginning Balance			33,677.36	
02/04/2024	Income Dividend Reinvestment	972.00	0.00		
02/04/2024	Ending Balance			34,649.36	

CO-01-0554-8002 PARKS FUND - 8002

Date	Transaction Description	Contributions & Income Earned	Withdrawals	Balance	Confirmation Number
08/01/2023	Beginning Balance			0.00	
02/04/2024	Income Dividend Reinvestment	0.00	0.00		
02/04/2024	Ending Balance			0.00	

CO-01-0554-8003 SAVINGS ACCOUNT

Date	Transaction Description	Contributions & Income Earned	Withdrawals	Balance	Confirmation Number
08/01/2023	Beginning Balance			39,418.85	
09/05/2023	Contribution	112,104.45	0.00		7751078
02/04/2024	Income Dividend Reinvestment	3,754.57	0.00		
02/04/2024	Ending Balance			155,277.87	

CO-01-0554-8004 TABOR RESERVE

Date	Transaction Description	Contributions & Income Earned	Withdrawals	Balance	Confirmation Number
08/01/2023	Beginning Balance			17,668.11	
02/04/2024	Income Dividend Reinvestment	509.96	0.00		
02/04/2024	Ending Balance			18,178.07	

From: [Dustin McLain](#)
To: [Becky Frank](#); [Town Clerk](#)
Subject: DPW Monthly Report-January
Date: Friday, February 2, 2024 10:53:50 AM
Attachments: [image001.png](#)

- Roads
 - Plowing/sanding operations took place on 3 occasions.
 - Total snowfall for January was about 12 inches which brings the season total to 32 inches.
- Parks
 - Ice skating and ice fishing rules have been put up at the lake.
 - Lake has been plowed on 2 occasions.
 - Ice depth checks occur weekly until the end of the season.
 - Bear-proof trash cans emptied as needed.
 - Tree at Flagpole Park removed.
 - Half cut tree at pond removed.
- Equipment
 - Skid-loader
 - Engine oil and filter changed.
 - Air filters replaced.
 - Hydraulic filter changed.
 - Fuel filters changed.
 - Planetary gearbox oil changed.
 - Hydraulic accumulator replaced.
 - Oil samples taken.
 - 2006 F-350
 - Engine oil and filter changed.
 - Air filter replaced.
 - New tires installed.
 - Kenworth T300 water truck
 - Engine oil and filter changed.
 - Fuel filters changed.
 - Air filters replaced.
- Other
 - Kelley started his CDL training with El Paso County PW and will continue his training in-house.
 - Big thanks to Joe Olds, for volunteering so many years to the town, your service will be missed!

Dustin McLain



The Town of Green Mountain Falls

P.O. Box 524, 10615 Green Mountain Falls Road, Green Mountain Falls, CO 80819
(719) 684-9414 www.gmfco.us

Date: February 6, 2024
To: Board of Trustees
From: PRTAC
Re: Friends of Ute Pass Trails Maintenance Agreement

At the January 31, 2024, PRTAC meeting, the committee members unanimously voted to recommend that the Board approve the Friends of Ute Pass Trails (FoUPT) maintenance agreement..

FoUPT has submitted their 2024 trail maintenance plan to the PRT for review and recommendation. This plan remains the same cost to the town, \$5,500, with no major changes to the agreement. This offer covers initial trail inspections and recommended priorities, a minimum 4 volunteer work days and final reporting.

The maintenance agreement is attached.

TRAIL MAINTENANCE AGREEMENT

Between the Friends of Ute Pass Trails and the Town of Green Mountain Falls, Colorado

___ 2024

This Agreement is between the Friends of Ute Pass Trails ("Friends") and the Town of Green Mountain Falls, Colorado ("Town of GMF", "Town" or "GMF").

Background & Purpose

The \$100,000 10-year 2019 GMF Comprehensive Plan identifies 'trails' and 'hiking' as 2 of the top 6 most loved things about GMF. The Town's 5-member Parks, Recreation and Trails (PRT) Advisory Board does not have the capacity to perform trails maintenance to the extent required.

Friends is a nonprofit corporation, recognized by the Internal Revenue Service as a charitable organization under Section 501(c)(3) of the Internal Revenue Code. The purposes and objectives of Friends is to advocate for and support a system of safe and sustainable hiking trails for public use in the Ute Pass area and to promote stewardship for trails, including education for responsible trails use. Friends is led by volunteers and utilizes volunteers to accomplish its purposes and objectives.

This Agreement will provide much-needed recommendations and actions to address deferred maintenance on hiking trails within the Town of GMF. The risks of doing nothing include increased risk of erosion; trail braiding, where multiple trails are created by users; cut switchbacks; and overgrowth.

Project and Scope

Friends will provide a trails inspection report, prioritized trails maintenance schedule, a minimum of 4 trail work-days on Town of GMF land, and a report on work accomplished and work outstanding as of the end of the period of time covered by this Agreement. Additionally, Friends will be available to consult on trails-related issues brought forth by the PRT during the period of time covered by this Agreement.

Time Period of Agreement

The period of time covered by this Agreement will begin on the date of mutual signing of this Agreement by the Town of GMF and Friends and will end on December 31, 2024.

The trails maintenance and construction work contemplated by this Agreement will be scheduled to begin following receipt of payment by Friends from the Town and continue until final reporting to the PRT by Friends, scheduled to occur by December 1st, unless delayed by severe weather or rain. If there is a delay due to weather, the Town of GMF and the Friends will negotiate a new deadline to be agreed upon by each in writing.

Friends will provide:

- An inspection report to the PRT. Inspections are aimed to discover the trails' environmental impact. The report will include a proposed prioritized maintenance schedule, focusing on correcting the largest deficiencies and safety items as well as making the most impactful improvements along the busiest areas.

- A minimum of 4 trail workdays: at least 3 internally-coordinated Friends workdays and 1 externally coordinated volunteer workday. Tools and training will be provided by Friends. Work will be supervised by volunteers who are trained and certified crew leaders, trails designers, or

by those with other applicable trail building certifications. Work can include trail maintenance and construction.

-- Maintenance is the routine or periodic repair of existing trails to restore the trail to the originally designed and built condition. Maintenance does not change the original design, purpose, or intent for which a trail was designed, however minor re-routes may be developed when warranted for safety and sustainability of the existing trail. Maintenance may include: vegetation and debris removal; clearing the trail of encroaching vegetation; removing rock slides and soil deposits; maintaining trail tread (surface), such as filling ruts, reshaping a trail bed, repairing a washout, and constructing retaining walls or cribbing to support trail tread; performing erosion control and drainage work; and repairing or replacing deteriorated or damaged trail or trailhead structures, including signage, information boards, and fencing and railings.

-- Construction is the design, layout and building of new trail alignments. Guidelines will keep safety and sustainability foremost in mind, recognizing that erosion is the key issue leading to trail failure. Construction will adhere as closely as practicable to design standards and technical guidelines set forth by the United States Department of Agriculture, Forest Service's "Trail Construction and Maintenance Handbook, 2007."

- Final trails report, to include work accomplished and work outstanding (deferred maintenance), to the PRT by December 1, 2024. Any outstanding or future work will be subject to the Town of GMF and Friends entering into a further written agreement providing for any such work.

- Administration, to include volunteer recruitment, crew leader and trail designer training and assignment, project monitoring and coordination, and invoicing.

- A volunteer waiver, release, and assumption of risk agreement, which will be signed by each participant or parent/guardian in any volunteer workday (required by Friends once per calendar year per person).

- Friends will procure and maintain commercial general liability insurance in effect for the time period of this Agreement, which insurance will provide for liability, personal injury, bodily injury and property coverage with a minimum single limit of \$1,000,000 per occurrence and \$3,000,000 general aggregate. A Certificate of Insurance naming the Town of GMF as additional insured will be provided.

The Town of GMF will provide:

- Payment in the amount of \$5,500 (Five thousand five hundred dollars) before any trail maintenance or construction work by Friends commences.

- Consistent with Article X, § 20 of the Colorado Constitution, any financial obligations of the Town of GMF not performed during the current fiscal year are subject to annual appropriation, and thus any obligations of the Town hereunder shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement or liability beyond the current fiscal year.

- Free parking for volunteers and at least one vehicle authorized to park at or near the end of a public road closest to the trailhead where work will be performed. The vehicle(s) will not block emergency vehicle access. The Town will provide appropriately marked and certified parking credentials.

- Use of Trailhead boards, posting at the welcome center, Post Office board, Town of GMF website and Town Facebook to advertise trails-related volunteer opportunities and to provide information for potential donors.

Independent Contractor

The relationship between the Town of GMF and Friends is that of independent contractors and no persons performing or assisting with work by Friends under the terms of this Agreement shall be agents of the Town of GMF for such purposes.

Dispute Resolution

Any dispute between the Town of GMF and the Friends shall be noted in writing and the Town of GMF and Friends will make a good faith attempt to settle any dispute by negotiation before pursuing any available process and remedy available by law. If such negotiations fail, then any action to seek resolution of a dispute will be taken in El Paso County, Colorado.

Governmental Immunity

The Town of GMF, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers or employees.

Indemnification

Friends agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Friends, any subcontractor of Friends, or any officer, employee, representative, or agent of Friends. Friends' liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Friends, any subcontractor of Friends, or any officer, employee, representative, or agent of Friends or of any subcontractor of Friends.

General Provisions

- This Agreement may be revised or modified only with the written consent of both the Town of GMF and Friends.
- This Agreement constitutes the entire Agreement between Friends and the Town of GMF, superseding all prior oral or written communications.
- Neither this Agreement nor any of the rights or obligations of the Town of GMF or of Friends shall be assigned by either party without the written consent of the other.

Agreed to by:

President, Friends of Ute Pass Trails

Date

Town of Green Mountain Falls

Date



MEMORANDIUM to BOARD of TRUSTEES

To: Board of Trustees
From: Bronc Day Event Coordinator
Date: Tuesday February 5, 2024
Re: Bronc Day Fee Waiver

Recommendation / Request

The Bronc Day Team is asking for the BoT to waive Town fee's associated with holding the event including Event Fees (\$750) & Traffic Control Fees (\$100/HR).

Background

Each year the Bronc Day event brings many people to GMF which supports the Town's businesses, hotels & STR's.



Town of Green Mountain Falls
P.O. BOX 524
GREEN MOUNTAIN FALLS, CO 80819
(719) 684-9414 www.gmfco.us

Special Events Permit Application

Title of Event: 86th Annual Brnc Day Festival
Organization Name: Building Ute Pass Community
Organization Contact Name: Lisa Bonnell - lisabonuell@gmail.com
Phone: 719-460-5273 Email: info@brncdayfestival.org / Building Ute Pass Community@gmail.com
Dates of Proposed Event: July 27, 2024 Start Time: 0700 End Time: 15:00
Anticipated Number of Attendees: 1500
Request for Town utilities: Electric ☒ Water ☒ Gas ☐
Description of the event: Historic town celebration: Parade, Vendor Booths, Family Entertainment, Pie Contest
Type of audio/visual equipment proposed: PA system for Parade & Event

Office Use:

Board Approval Date: _____

State Special Event Liquor License Approval Date: _____

Valid Liability Insurance will be submitted by: _____

Final fee assessment will be paid by: _____

Board of Trustees conditions for permit: _____

Town Clerk

Date

Mayor

Date

Event Permit Fee: _____

Traffic Control Fee: _____

Additional fees: _____

Special Event Permit Checklist

Thank you for considering historic Green Mountain Falls for your upcoming event. Any short-term activity that has the potential to impact public property or services must be permitted. Applications can be submitted up to twelve (12) months prior to an event, **but no later than sixty (90) days prior to the special event date. Updated liability insurance and final fees are due thirty (30) days prior to event.**

1. Completed Special Event Permit Application Form, signed and dated
2. Consent and General Release Form, signed and dated
3. Event details
 - a. Security (not provided by GMF)
 - b. Trash plan
 - c. Traffic plan
4. Certificate of Liability Insurance
5. Site plan sketch showing the proposed location of the following:
 - a. Street closures and barricades
 - b. Parking
 - c. Trash/recycling bins
 - d. Restrooms
 - e. Food, beverage, retail vendors
 - f. Signage
 - g. Audio/visual equipment
6. State of Colorado Special Event Liquor License Application with required documents
7. Applicable fees. Refer to Fee Schedule.

The undersigned representative of Building Ute Pass Community (organization) in consideration of privileges granted to him/her for use of the public properties of the Town of Green Mountain Falls for 86th Annual Bronc Day Festival 7/27/24 (event title/date of event), does hereby release, discharge, and agree to hold free and harmless the Town of Green Mountain Falls from any and all actions, and causes of action arising out of or relating to any loss, damage, or injury including death of any participant or spectator, while in or on the premises of any public property within the Town of Green Mountain Falls for any purpose related to the above mentioned event.

By signing the foregoing release, the undersigned hereby acknowledges understanding that

- all participants and spectators must obey all regulations, laws, and ordinances of the Town of Green Mountain Falls, including but not limited to §7-54; §7-103; 10-273; §11-97
- he/she has read the foregoing release, and the attached statement for conducting a special event in the Town of Green Mountain Falls
- understands both documents and signs this agreement voluntarily.

Signature of Applicant: _____

Lisa Bonwell

Date: _____

11/17/2024



Town of Green Mountain Falls
P.O. BOX 524
GREEN MOUNTAIN FALLS, CO 80819
(719) 684-9414 www.gmfco.us

Special Events Permit Application

Title of Event: Superskate at the lake
Organization Name: PRT
Organization Contact Name: Jesse Stroope
Phone: 405-760-1094 Email: jesse.stroope@yahoo.com
Dates of Proposed Event: Feb 10 2024 Start Time: noon End Time: 4pm
Anticipated Number of Attendees: 50
Request for Town utilities: Electric _____ Water _____ Gas _____
Description of the event: Ice skating & winter activities on the lake.
Type of audio/visual equipment proposed: none

Office Use:

Board Approval Date: _____
State Special Event Liquor License Approval Date: _____
Valid Liability Insurance will be submitted by: _____
Final fee assessment will be paid by: _____
Board of Trustees conditions for permit: _____

Town Clerk Date

Mayor Date

Event Permit Fee: _____
Traffic Control Fee: _____
Additional fees: _____

Special Event Permit Checklist

Thank you for considering historic Green Mountain Falls for your upcoming event. Any short-term activity that has the potential to impact public property or services must be permitted. Applications can be submitted up to twelve (12) months prior to an event, **but no later than sixty (90) days prior to the special event date. Updated liability insurance and final fees are due thirty (30) days prior to event.**

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 - e. Food, beverage, retail vendors
 - f. Signage
 - g. Audio/visual equipment
6. State of Colorado Special Event Liquor License Application with required documents
7. Applicable fees. Refer to Fee Schedule.

~~The undersigned representative of _____ (organization) in consideration of privileges granted to him/her for use of the public properties of the Town of Green Mountain Falls for _____ (event title/date of event), does hereby release, discharge, and agree to hold free and harmless the Town of Green Mountain Falls from any and all actions, and causes of action arising out of or relating to any loss, damage, or injury including death of any participant or spectator, while in or on the premises of any public property within the Town of Green Mountain Falls for any purpose related to the above mentioned event.~~

By signing the foregoing release, the undersigned hereby acknowledges understanding that

- all participants and spectators must obey all regulations, laws, and ordinances of the Town of Green Mountain Falls, including but not limited to §7-54; §7-103; 10-273; §11-97
- he/she has read the foregoing release, and the attached statement for conducting a special event in the Town of Green Mountain Falls
- understands both documents and signs this agreement voluntarily.

Signature of Applicant: Gene Brooge Date: 2/1/2024

RESOLUTION NO. 2024-02

TITLE: A RESOLUTION OF THE TOWN OF GREEN MOUNTAIN FALLS, COLORADO, REFERRING TO VOTERS AT THE APRIL 2, 2024 REGULAR ELECTION A BALLOT QUESTION ON WHETHER THE TOWN'S REGULAR ELECTION DATE SHOULD BE MOVED TO NOVEMBER OF EVEN-NUMBERED YEARS EFFECTIVE 2024, THEREBY CHANGING THE TERMS OF THE MAYOR AND TRUSTEES THAT WOULD EXPIRE IN APRIL OF AN EVEN-NUMBERED YEAR TO EXPIRE IN NOVEMBER OF THAT SAME EVEN-NUMBERED YEAR

WHEREAS, pursuant to C.R.S. § 31-10-109(a), the Board of Trustees must submit the question of whether to change the Town's regular election date from April of even-numbered years to November of even-numbered years to the Town's electors in order to move the election date;

WHEREAS, moving the regular election date from April of even-numbered years to November of even-numbered years would allow the Town to coordinate its election with El Paso & Teller Counties;

WHEREAS, to facilitate an orderly transition in election dates, the initial terms of the Mayor and Trustee positions up for election in April of 2024 will run until November of 2028 and then the terms for those positions will be up for election every four years thereafter, and the terms of the Trustee positions that are up for election in April of 2026 shall be modified to be up for election in November of 2026 and then will be up for election every four years thereafter; and

WHEREAS, The Town desires to submit to the Town's electors the question of whether the Town should move its regular election date from April of even-numbered years to November of even-numbered years and thereby alter those Board of Trustee members' terms that are up for election in April 2024 from ending once their successor takes office following the April 2028 election to ending once their successor takes office following the November 2028 election and those Board of Trustee members whose terms end in April 2026 to end once their successor takes office following the November 2026 election.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF GREEN MOUNTAIN FALLS, COLORADO, THAT:

Section 1. At a regular election to be held on April 2, 2024, in accordance with C.R.S. § 31-10-109(a), the following question shall be submitted to a vote of the registered electors of the Town of Green Mountain Falls:

Effective in 2024, shall the Town of Green Mountain Falls' regular election date be changed from the first Tuesday of April in each even-numbered year to the Tuesday succeeding the first Monday of November in each even-numbered year, and upon such change, shall the terms of the Mayor and Trustee positions up for election in April of 2024 that would expire in April of 2028 be changed to expire

November of 2028 and shall the terms of the Trustees that would expire in April of 2026 be changed to expire November of 2026?

Yes/For _____

No/Against _____

INTRODUCED, READ and PASSED this 6th day of February 2024.

TOWN OF GREEN MOUNTAIN FALLS,
COLORADO

Todd Dixon, Mayor

(SEAL)

ATTEST:

Bo Ayad, Town Clerk



MEMORANDUM to BOARD of TRUSTEES

To: Board of Trustees
From: Staff
Date: Tuesday February 6th, 2024
Re: PSA for Planning Services with Baseline Engineering

Recommendations

Staff recommends having this contract in place with Baseline Engineering ahead of the oncoming building season.

Background

This Zero Dollar Contract will augment the Town planner in case larger applications need additional review or in cases where several applications arrive simultaneously that require higher levels of scrutiny.

Discussion

The Town planner has been busier than expected with applications that turn out to be more involved than first anticipated. If this continues to be the case, and if volume increases as the building season approaches, turn around time on applications could exceed the acceptable timeframe for builders and property owners.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES is made and entered into this ____ day of _____, 20__, by and between the Town of Green Mountain Falls, a Colorado municipal corporation having an address of 10615 Unit B, Green Mountain Falls Road, Green Mountain Falls, Colorado, 80819 (the "Town"), and Baseline Engineering Corporation, a Colorado corporation ("Baseline"), with a principal place of business at 112 N. Rubey Drive, #210, Golden, CO 80403 and phone number of 303-940-9966, x212 ("Baseline") (collectively the "Parties").

WHEREAS, the Town requires professional services; and

WHEREAS, Consultant has held itself out to the Town as having the requisite expertise and experience to perform the required professional services.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

I. SCOPE OF SERVICES

A. Consultant shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in the attached **Exhibit A**.

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Consultant proceeds without such written authorization, Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. COMMENCEMENT AND COMPLETION OF WORK

Consultant shall commence work as set forth in the Scope of Services. Except as may be changed in writing by the Town, the Scope of Services shall be complete and Consultant shall furnish the Town the specified deliverables as provided in **Exhibit A**.

III. COMPENSATION

A. Payment Provisions

Fees are contracted as Time and Materials per the included fee schedule. Invoices will be billed by Time and Materials. Invoices will be sent to the physical address on page one (1) of this contract. Payment is due upon receipt of invoice. If the invoice destination is different than that of the client, please list that information here:

B. Provisions Applicable to all forms of Payment

C. Client shall make an initial payment of \$ 0 as a retainer upon execution of this Agreement. Upon receipt of the retainer Baseline shall commence services. The retainer shall

be held by Baseline and applied against the final invoice. If the amount of the retainer exceeds the final invoice, Baseline shall refund the balance with the final invoice. If the final invoice exceeds the retainer, Client shall promptly remit the amount due. Interest earned on the retainer shall in all instances be for the account of Baseline and shall not be included in any refund or remittance calculation.

D. Except where the payment provisions above provide or require otherwise, Baseline shall submit invoices to Client on a periodic basis with a summary of services performed in accordance with Baseline's standard invoicing practices. Client shall notify Baseline of any objection within fourteen (14) calendar days of the invoice date, identifying the reasons there for in writing and timely paying that portion of the invoice not in dispute. Invoices will be considered acceptable to Client if no such objections are made.

E. Unless otherwise provided in this Agreement, payment is due upon presentment of an invoice. Invoices not paid within thirty (30) days of presentment (except any portion of an invoiced amount in dispute and resolved in favor of Client) shall accrue interest at the rate of 1.5 percent per month, compounded annually. Interest shall be calculated from the date of an invoice, with payments credited first to interest and then to principal.

F. Payment to Baseline shall not be withheld, postponed or made contingent on the construction, completion or success of the project or upon receipt by Client of offsetting reimbursement or credit from other parties who may have caused additional services or expenses. No withholdings, deductions or offsets shall be made from Baseline's compensation.

G. A 3% discount is included in the cost of services above for payment in compliance with this Agreement as follows: payment to Baseline shall be in the form of a check or Electronic Funds Transfer (contact Baseline for EFT information) **payable to Baseline Engineering Corporation, PO Box 312, Broomfield, CO 80038-0312**. Other payment arrangements must be approved in advance by Baseline and may be subject to forfeiture of the discount and/or additional terms and conditions including, without limitation, a personal guaranty.

H. Timely payment by Client to Baseline is a material part of the consideration of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, including any other provision with the same or similar limiting language, if timely payment is not made Baseline may, without limiting any other right or remedy it may have, and without incurring liability to Client or others for damages, including special, indirect or consequential damages: (a) suspend Services or terminate this Agreement; and/or (b) terminate Client's ownership rights in the Instruments of Service; and/or (c) exercise any and all other remedies available at law or in equity, in conjunction with or separately from the foregoing.

I. If during the term of this Agreement circumstances or conditions that were not originally contemplated by or known to Baseline are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, Baseline may call for renegotiation of appropriate portions of this Agreement. Baseline shall notify Client of the changed conditions necessitating renegotiation, and Baseline and Client shall promptly and in good faith enter into renegotiation of this Agreement. If terms cannot be agreed to, either party may then terminate this Agreement.

J. In the event of an action to enforce the payment terms and conditions of this Agreement, Baseline shall be awarded the costs and expenses of such action, including attorney fees, expert witness and consulting fees, and the value of Baseline's time and expenses spent in connection with such collection action, computed according to Baseline's prevailing fee schedule and expense policy.

K. Fee Schedule – See Attachment A for the applicability of Town Rates.

TEAM MEMBERS	STANDARD RATES	TOWN RATES
PLANNING DIRECTOR	\$188	\$179
PLANNING MANAGER	\$160	\$152
SENIOR PLANNING PROJECT MANAGER	\$150	\$143
SENIOR LANDSCAPE ARCHITECT	\$137	\$130
SENIOR PLANNER	\$132	\$125
PRINCIPAL PLANNER	\$124	\$118
LANDSCAPE DESIGNER II	\$120	\$114
ASSOCIATE PLANNER	\$113	\$107
CAD TECHNICIAN I	\$107	\$102
LANDSCAPE DESIGNER I	\$105	\$100
PLANNING TECHNICIAN	\$95	\$90

IV. PROFESSIONAL RESPONSIBILITY

A. Consultant hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.

B. The work performed by Consultant shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Consultant hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

C. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

D. Because the Town has hired Consultant for its professional expertise, Consultant agrees not to employ subcontractors to perform any of the work required under the Scope of Services.

V. OWNERSHIP

The materials, items, and work specified in the Scope of Services, together with any and all related documentation and materials provided or developed by Consultant shall be exclusively owned by the Town. Consultant expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, it shall not constitute a "work made for hire," Consultant hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work.

VI. INDEPENDENT CONTRACTOR

Consultant is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Consultant to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Consultant for all purposes. Consultant shall make no representation that it is a Town employee for any purposes.

VII. INSURANCE

A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Consultant pursuant to this Agreement. Such insurance shall be in addition to any other insurance requirements imposed by law.

B. Consultant shall procure and maintain, and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of five hundred thousand dollars (\$500,000) each accident, one million dollars (\$1,000,000) disease – policy limit, and one million dollars (\$1,000,000) disease – each employee. Evidence of qualified self-insured status may be substituted for the worker's compensation requirements of this Paragraph.

2. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and one million dollars (\$1,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall be endorsed to include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

3. Professional liability insurance with minimum limits of six hundred thousand dollars (\$600,000) each claim and one million dollars (\$1,000,000) general aggregate.

C. Any insurance carried by the Town, its officers, its employees, or its contractors shall be excess and not contributory insurance to that provided by Consultant. Consultant shall be solely responsible for any deductible losses under any policy.

D. Consultant shall provide to the Town a certificate of insurance, completed by Consultant's insurance agent, as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the Town. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

E. Failure on the part of Consultant to procure or maintain the insurance required herein shall constitute a material breach of this Agreement upon which the Town may immediately terminate this Agreement, or at its discretion, the Town may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Consultant to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Consultant from the Town.

VIII. INDEMNIFICATION

Consultant agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of

Consultant, any subcontractor of Consultant, or any officer, employee, representative, or agent of Consultant, or which arise out of a worker's compensation claim of any employee of Consultant or of any employee of any subcontractor of Consultant. Consultant's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Consultant, any subcontractor of Consultant, or any officer, employee, representative, or agent of Consultant or of any subcontractor of Consultant. If Consultant is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Consultant's obligation to indemnify and hold harmless the Town may be determined only after Consultant's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. TERMINATION

This Agreement shall terminate when all the work described in the Scope of Services is completed to the Town's satisfaction, or upon the Town's providing Consultant with seven (7) days advance written notice, whichever occurs first. If the Agreement is terminated by the Town's issuance of written notice, the Town shall pay Consultant for all work authorized and completed prior to the date of termination.

X. WORKERS WITHOUT AUTHORIZATION

A. Certification. By entering into this Agreement, Consultant hereby certifies that, at the time of this certification, it does not knowingly employ or contract with a worker without authorization who will perform work under the Agreement and that Consultant will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement

B. Prohibited Acts. Consultant shall not:

(1) Knowingly employ or contract with a worker without authorization to perform work under this Contract; or

(2) Enter into a contract with a subcontractor that fails to certify to Consultant that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform work under this Contract.

C. Verification.

(1) If Consultant has employees, Consultant has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program or the Department Program.

(2) Consultant shall not use the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Contract is being performed.

(3) If Consultant obtains actual knowledge that a subcontractor performing work

under this Contract knowingly employs or contracts with a worker without authorization who is performing work under the Agreement, Consultant shall:

1. Notify the subcontractor and the Town within three (3) days that Consultant has actual knowledge that the subcontractor is employing or contracting with a worker without authorization who is performing work under the Agreement; and

2. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subsection (1) hereof, the subcontractor does not stop employing or contracting with the worker without authorization who is performing work under the Agreement; except that Consultant shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization who is performing work under the Agreement.

D. Duty to Comply with Investigations. Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Consultant is complying with the terms of this Contract.

E. If Consultant does not have employees, Consultant shall sign the “No Employee Affidavit” attached hereto.

F. If Consultant wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Consultant shall sign the “Department Program Affidavit” attached hereto.

XI. MISCELLANEOUS

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in El Paso County, Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. Integration. This Agreement and any attached exhibits constitute the entire Agreement between Consultant and the Town, superseding all prior oral or written communications.

D. Third Parties. There are no intended third-party beneficiaries to this Agreement.

E. Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail to the party at the address set forth on the first page of this Agreement.

F. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. Modification. This Agreement may only be modified upon written agreement of the Parties.

H. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties hereto, shall be assigned by either party without the written consent of the other.

I. Governmental Immunity. The Town, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers or employees.

J. Rights and Remedies. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. Subject to Annual Appropriations. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligations of the Town not performed during the current fiscal year are subject to annual appropriation, and thus any obligations of the Town hereunder shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement or liability beyond the current fiscal year.

[Remainder of page intentionally blank. Signatures on following page.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first set forth above.

**TOWN OF GREEN MOUNTAIN FALLS,
COLORADO**

ATTEST:

Office of the Town Clerk

CONSULTANT

By: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing Professional Agreement for Services was subscribed, sworn to and acknowledged before me this _____ day of _____, 20____ by _____,as _____ of _____.

My commission expires:

(S E A L)

Notary Public

EXHIBIT A

SCOPE OF SERVICES

Project & Scope

A.1 Statement of Services and Project Understanding

In accordance with the provisions of Section 1, Baseline agrees to perform the services described below.

PLANNER OF THE DAY SERVICES

As directed by Town staff, Consultant shall provide “Planner of the Day” services to be billed at Town Rates (see Attachment C), including: Responding to inquiries regarding approval process and planning and zoning policies and regulations, and performing planning review of building permits as needed.

DEVELOPMENT REVIEW SERVICES

As directed by Town staff, Consultant shall provide the following development review services to be billed at Standard Rates (see Attachment C):

- (1) Review of pre-application submittals;
- (2) Review of land use applications including research, evaluation of Municipal Code compliance, findings of fact, and preparing memos and staff reports;
- (3) Presentations to the Town Board, Planning Commission, and other boards and commissions as required by the development application process;
- (4) Project management including the consolidation and summary of comments from outside agencies;
- (5) Participation in meetings and discussion with developers, applicants, residents, and staff, related to pre-applications and active development applications, as requested; and
- (6) Overseeing publication, mailing, and posting of public notice.

DELIVERABLES

The Consultant shall submit the following deliverable documents to the Town.

- (1) An overall summary stating if the applicable Town Code Sections have been met for the proposed application and a listing of all communications held with the Applicant.
- (2) A compliance summary stating what Sections of Town Code have been met and how those Sections were met.

ADDITIONAL SERVICES

Any Additional Services, as requested in writing by Town staff and to be billed at Town Rates (see Attachment C), include but are not limited to:

- (1) Research and special studies;
- (2) Comprehensive Plan update;
- (3) Code and Zoning revisions/updates;
- (4) Drafting ordinances; and
- (5) Such other planning tasks and services as the Town may request in writing.

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

INTRODUCED

LLS NO. 24-0423.01 Jennifer Berman x3286

HOUSE BILL 24-1006

HOUSE SPONSORSHIP

Velasco and Snyder,

SENATE SPONSORSHIP

Cutter and Will, Jaquez Lewis, Ginal

House Committees

Agriculture, Water & Natural Resources

Senate Committees

A BILL FOR AN ACT

101 **CONCERNING ASSISTANCE FOR RURAL COMMUNITIES TO APPLY FOR**
102 **WILDFIRE-RELATED GRANT MONEY.**

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/>.)

Wildfire Matters Review Committee. The bill directs the rural opportunity office (office) in the Colorado office of economic development to assist rural communities with identifying and applying for state or federal grants for wildfire mitigation, prevention, response, or risk management efforts (wildfire-related grants).

On or before July 1, 2025, and on or before July 1 of every odd

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.

year thereafter, the office is required to prepare a report summarizing its work to assist rural communities with identifying and applying for wildfire-related grants. The report must include information about the rural communities that the office assists and the grants awarded to rural communities that the office assists. The office is required to submit the report to the wildfire matters review committee or, if the committee no longer exists, to the legislative committees with jurisdiction over natural resources matters.

Be it enacted by the General Assembly of the State of Colorado:

SECTION 1. In Colorado Revised Statutes, 24-48.5-133, **amend** (3)(c) and (3)(d); and **add** (3)(e) and (4) as follows:

24-48.5-133. Rural opportunity office - creation - duties - wildfire-related grants - technical assistance - legislative declaration - definition. (3) The rural opportunity office shall:

(c) Make recommendations that inform the governor's policy on rural economic development matters, including policy on economic development issues unique to rural communities; **and**

(d) Measure the success of program outreach and conduct research to determine whether Colorado's rural communities receive more statewide funding as a result of the efforts of the rural opportunity office;

AND

(e) **IN ACCORDANCE WITH SUBSECTION (4) OF THIS SECTION, PROVIDE TECHNICAL ASSISTANCE TO RURAL COMMUNITIES TO IDENTIFY AND APPLY FOR GRANT MONEY MADE AVAILABLE TO RURAL COMMUNITIES FOR WILDFIRE MITIGATION, PREVENTION, RESPONSE, OR RISK MANAGEMENT EFFORTS.**

(4) (a) **THE RURAL OPPORTUNITY OFFICE SHALL:**

(I) **IDENTIFY, MAINTAIN, PERIODICALLY UPDATE, AND PUBLISH ON ITS PUBLIC WEBSITE A LIST OF STATE AND FEDERAL GRANT PROGRAMS**

1 AWARDING GRANT MONEY TO RURAL COMMUNITIES FOR
2 WILDFIRE-RELATED GRANTS; AND

3 (II) PROVIDE TECHNICAL ASSISTANCE TO RURAL COMMUNITIES TO:

4 (A) IDENTIFY APPROPRIATE WILDFIRE-RELATED GRANTS FOR
5 WHICH TO APPLY; AND

6 (B) APPLY FOR WILDFIRE-RELATED GRANTS.

7 (b) (I) ON OR BEFORE JULY 1, 2025, AND ON OR BEFORE JULY 1 OF
8 EACH ODD YEAR THEREAFTER, THE RURAL OPPORTUNITY OFFICE SHALL
9 PREPARE A REPORT SUMMARIZING ITS WORK TO ASSIST RURAL
10 COMMUNITIES WITH IDENTIFYING AND APPLYING FOR WILDFIRE-RELATED
11 GRANTS. THE REPORT MUST INCLUDE THE FOLLOWING INFORMATION:

12 (A) THE RURAL COMMUNITIES THAT THE RURAL OPPORTUNITY
13 OFFICE ASSISTED;

14 (B) THE RURAL COMMUNITIES THAT THE RURAL OPPORTUNITY
15 OFFICE ASSISTED THAT WERE AWARDED GRANTS; AND

16 (C) OF THE RURAL COMMUNITIES IDENTIFIED IN SUBSECTION
17 (4)(b)(I)(B) OF THIS SECTION, HOW MUCH GRANT MONEY WAS AWARDED
18 TO EACH RURAL COMMUNITY THAT THE RURAL OPPORTUNITY OFFICE
19 ASSISTED PURSUANT TO THIS SUBSECTION (4).

20 (II) (A) THE RURAL OPPORTUNITY OFFICE SHALL SUBMIT THE MOST
21 RECENT REPORT TO THE WILDFIRE MATTERS REVIEW COMMITTEE CREATED
22 IN SECTION 2-3-1602 (1)(a) OR, IF THE COMMITTEE NO LONGER EXISTS, TO
23 THE HOUSE OF REPRESENTATIVES AGRICULTURE, WATER, AND NATURAL
24 RESOURCES COMMITTEE AND THE SENATE AGRICULTURE AND NATURAL
25 RESOURCES COMMITTEE, OR THEIR SUCCESSOR COMMITTEES. THE RURAL
26 OPPORTUNITY OFFICE SHALL POST EACH REPORT ON ITS PUBLIC WEBSITE.

27 (B) NOTWITHSTANDING SECTION 24-1-136 (11)(a)(I), THE

1 REPORTING REQUIREMENT SET FORTH IN SUBSECTION (4)(b)(II)(A) OF THIS
2 SECTION CONTINUES INDEFINITELY.

3 (c) AS USED IN THIS SECTION, "WILDFIRE-RELATED GRANT" MEANS
4 A FEDERAL OR STATE GRANT MADE AVAILABLE TO ASSIST COMMUNITIES,
5 INCLUDING RURAL COMMUNITIES, WITH DESIGNING, DEVELOPING, OR
6 OPERATING A WILDFIRE MITIGATION, PREVENTION, RESPONSE, OR RISK
7 MANAGEMENT PROGRAM OR ACTIVITY, INCLUDING ANY EDUCATION AND
8 OUTREACH EFFORTS.

9 **SECTION 2. Act subject to petition - effective date.** This act
10 takes effect at 12:01 a.m. on the day following the expiration of the
11 ninety-day period after final adjournment of the general assembly; except
12 that, if a referendum petition is filed pursuant to section 1 (3) of article V
13 of the state constitution against this act or an item, section, or part of this
14 act within such period, then the act, item, section, or part will not take
15 effect unless approved by the people at the general election to be held in
16 November 2024 and, in such case, will take effect on the date of the
17 official declaration of the vote thereon by the governor.

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

INTRODUCED

LLS NO. 24-0495.01 Nicole Myers x4326

HOUSE BILL 24-1155

HOUSE SPONSORSHIP

Velasco,

SENATE SPONSORSHIP

Cutter,

House Committees

Agriculture, Water & Natural Resources

Senate Committees

A BILL FOR AN ACT

101 **CONCERNING MODIFICATIONS TO THE STATUTES THAT GUIDE THE**
102 **MANAGEMENT OF CERTAIN PUBLIC SAFETY EMERGENCIES.**

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>.)

Current law regarding the authority over wildland fires is not aligned with current practice for managing wildland fires in the state. The bill aligns the statutes that address the management of wildland fires with current practice.

Transfer of wildland fire management from a fire response agency to the county sheriff. Current law specifies that a fire protection

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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.

district may transfer the management of a wildland fire to the county sheriff (sheriff) when the fire exceeds the fire chief of a fire protection district's (fire chief) capability to manage, but does not contemplate such transfer by a municipal fire department, volunteer fire department, fire authority, or other fire response agency. To specify the authority of all fire response agencies to transfer the management of a wildland fire to the sheriff, the bill authorizes a fire department, as currently defined in law, to transfer the management of a wildland fire and repeals references to transfers by a fire protection district.

In addition, current law allows a sheriff to develop a wildfire preparedness plan for the unincorporated area of a county in cooperation with any fire district with jurisdiction over the unincorporated area. The bill specifies that the sheriff may also develop such plan in cooperation with any fire department with jurisdiction over the unincorporated area.

Management of wildland fires subject to the provisions of relevant plans or agreements. Current law specifies that the duties of the sheriff and the fire chief are subject to the community wildfire protection plan (CWPP). However, the CWPP addresses the identification and reduction of hazards and is not focused on the response to or management of wildland fires. The bill repeals references to the CWPP in the statutes that address the response to and management of wildland fires and specifies that the sheriff and the fire chief are subject to any relevant plans or agreements.

Management strategy when a wildland fire has been transferred to the state. Current law specifies that when a sheriff transfers the management of a wildland fire to the division of fire prevention and control in the department of public safety (division), the division is required to use unified command, which is a management strategy that uses multiple incident commanders with shared objectives. This requirement does not allow the division and the sheriff to determine the most appropriate management strategy for each wildland fire. The bill repeals the requirement that the division and the sheriff use unified command when a wildland fire has been transferred to the division.

Management strategy for hazardous substance incident response. In addition, current law requires that unified command be used in the response to a hazardous substance incident, which does not allow responding agencies to determine the most appropriate response to and management of such an incident. The bill repeals the requirement that unified command be used in a hazardous substance incident.

Use of the current incident command system for wildland fire management. Current law requires a sheriff to appoint a local incident management team to provide command and control to manage a wildland fire. However, a sheriff, the fire department, or the state may instead assign an incident commander or a non-local incident management team to manage the fire. The bill repeals the requirement that a sheriff appoint

a local incident management team and instead requires the sheriff to appoint an incident commander for a wildland fire. In addition, the bill specifies that the agency that has jurisdiction over any wildland fire in the state is required to manage the fire using the incident command system as currently defined in law.

References to the state emergency operations plan in wildland fire response and suppression statutes. Current law specifies that the division is the lead state agency for wildland fire suppression as identified in the Colorado state emergency operations plan (SEOP) and in accordance with the Colorado state forest service statute. However, the SEOP can only be activated by an executive order and does not apply to the majority of wildland fire operations or the majority of assistance and support that the division provides to local agencies. In addition, the reference to the state forest service is no longer accurate. The bill repeals references to the SEOP and the state forest service in the statute designating the division as the lead state agency for wildland fire response and suppression.

1 *Be it enacted by the General Assembly of the State of Colorado:*

2 **SECTION 1.** In Colorado Revised Statutes, 29-22-102, **amend**
3 (1) as follows:

4 **29-22-102. Hazardous substance incidents - response**
5 **authorities - designation - definition.** (1) It is the purpose of this
6 section to provide for the designation of emergency response authorities
7 for hazardous substance incidents. Every emergency response authority
8 designated in or pursuant to this section is responsible for providing and
9 maintaining the capability for emergency response to a hazardous
10 substance incident occurring within its jurisdiction. An emergency
11 response authority may provide and maintain the capability for such
12 response directly or through mutual aid or other agreements, including an
13 agreement with a private entity to support the emergency response
14 authority, responding fire departments, or other government agencies.
15 Subject to the provisions of local or regional response agreements for
16 hazardous substance incidents, the first emergency response authority, or

1 its public agency designee through mutual aid or otherwise, to arrive at
2 the scene of the incident, regardless of whether the incident occurs within
3 its jurisdiction, is responsible for the emergency response as incident
4 commander until such time as the emergency response authority that has
5 jurisdiction over the incident site has arrived. ~~after which unified~~
6 ~~command shall be followed until the emergency response has concluded.~~
7 As used in this section, "emergency response to a hazardous substance
8 incident" means taking the initial emergency action necessary to minimize
9 the effects or threat of adverse effects of a hazardous substance incident
10 on human health or the environment.

11 **SECTION 2.** In Colorado Revised Statutes, 29-22.5-102, **add**
12 (1.5) as follows:

13 **29-22.5-102. Definitions.** As used in this article 22.5, unless the
14 context otherwise requires:

15 (1.5) "FIRE DEPARTMENT" HAS THE SAME MEANING AS SET FORTH
16 IN SECTION 24-33.5-1202 (3.9).

17 **SECTION 3.** In Colorado Revised Statutes, 29-22.5-103, **amend**
18 (1)(a), (1)(b), (2), (3)(a), and (3)(c); and **add** (5) as follows:

19 **29-22.5-103. Wildland fires - general authority and**
20 **responsibilities.** (1) (a) The chief of the fire department ~~in each fire~~
21 ~~protection district in the state~~ is responsible for the management of
22 wildland fires that occur within the JURISDICTIONAL boundaries of ~~his or~~
23 ~~her district~~ THE CHIEF'S DEPARTMENT and that are within the capability of
24 the fire ~~district~~ DEPARTMENT to control or extinguish in accordance with
25 the provisions of section 32-1-1002 (3)(a). ~~C.R.S.~~

26 (b) The fire chief may utilize mutual aid agreements ~~and unified~~
27 ~~command~~ with neighboring fire ~~protection districts~~ DEPARTMENTS to

1 suppress and control fires that cross or threaten to cross ~~the boundaries of~~
2 ~~the district~~ JURISDICTIONAL BOUNDARIES.

3 (2) (a) The sheriff is the fire warden of the county and is
4 responsible for the planning for, and the coordination of, efforts to
5 suppress wildfires occurring in the unincorporated area of the county
6 outside the boundaries of a fire ~~protection district~~ DEPARTMENT or that
7 exceed the capabilities of the fire ~~protection district~~ DEPARTMENT to
8 control or extinguish in accordance with the provisions of section
9 30-10-513. ~~C.R.S.~~

10 (b) In the case of a wildfire that exceeds the capabilities of the fire
11 ~~protection district~~ DEPARTMENT to control or extinguish and that requires
12 mutual aid and outside resources, the sheriff shall appoint ~~a local incident~~
13 ~~management team~~ AN INCIDENT COMMANDER to provide the command
14 and control infrastructure required to manage the fire. The sheriff shall
15 assume financial responsibility for fire fighting efforts on behalf of the
16 county and the authority for the ordering and monitoring of resources.

17 (c) In the case of a wildfire that exceeds the capability of the
18 county to control or extinguish, the sheriff ~~shall be~~ IS responsible for
19 seeking the assistance of the state, by requesting assistance from the
20 division. The sheriff and the director shall enter into an agreement
21 concerning the transfer of authority and responsibility for fire suppression
22 and the retention of responsibilities. ~~under a unified command structure.~~

23 (3) (a) The division ~~shall be~~ IS the lead state agency for wildland
24 fire RESPONSE AND suppression. ~~as identified in the Colorado state~~
25 ~~emergency operations plan and in accordance with the provisions of~~
26 ~~section 23-31-301, C.R.S.~~

27 (c) In case of a wildland fire that exceeds the capability of the

1 county to control or extinguish, the division may assist the sheriff in
2 controlling or extinguishing such fires, and may assume command of such
3 incidents with the concurrence of the sheriff. ~~under a unified command~~
4 ~~structure.~~

5 (5) THE AGENCY THAT HAS JURISDICTION OVER ANY WILDLAND
6 FIRE IN THE STATE SHALL MANAGE THE FIRE USING THE INCIDENT
7 COMMAND SYSTEM.

8 **SECTION 4.** In Colorado Revised Statutes, 29-22.5-104, **amend**
9 (1) introductory portion as follows:

10 **29-22.5-104. County wildfire preparedness plan.** (1) The
11 sheriff of each county may develop and update as necessary a wildfire
12 preparedness plan for the unincorporated area of the county in
13 cooperation with any fire district OR DEPARTMENT with jurisdiction over
14 such unincorporated area. Any such plan shall:

15 **SECTION 5.** In Colorado Revised Statutes, **amend** 30-10-512 as
16 follows:

17 **30-10-512. Sheriff to act as fire warden.** Subject to the
18 provisions of ~~the community wildfire protection plan prepared by the~~
19 ~~county in accordance with section 30-15-401.7,~~ ANY RELEVANT PLANS OR
20 AGREEMENTS, the sheriff of every county, in addition to other duties, shall
21 act as fire warden of ~~his or her~~ THE SHERIFF'S respective county and is
22 responsible for the coordination of fire suppression efforts in case of
23 prairie, forest, or wildland fires or wildfires occurring in the
24 unincorporated area of the county outside the boundaries of a fire
25 ~~protection district~~ DEPARTMENT or that exceed the capabilities of the fire
26 ~~protection district~~ DEPARTMENT to control or extinguish.

27 **SECTION 6.** In Colorado Revised Statutes, 30-10-513, **amend**

1 (1); and **add** (5) and (6) as follows:

2 **30-10-513. Duties of sheriff - coordination of fire suppression**
3 **efforts for forest, prairie, or wildland fire - expenses - definition.**

4 (1) (a) Subject to the provisions of ~~the community wildfire protection~~
5 ~~plan prepared by the county in accordance with section 30-15-401.7,~~ ANY
6 RELEVANT PLANS OR AGREEMENTS, it is the duty of the sheriff to assume
7 the responsibility for coordinating fire suppression efforts in case of any
8 prairie, forest, or wildland fire or wildfire occurring in the unincorporated
9 area of the county outside the boundaries of a fire ~~protection district~~
10 DEPARTMENT or that exceed the capabilities of the fire ~~protection district~~
11 DEPARTMENT to control or extinguish.

12 (b) In the case of a prairie, forest, or wildland fire occurring
13 within the JURISDICTIONAL boundaries of one or more fire ~~protection~~
14 ~~districts~~ DEPARTMENTS that does not exceed the capabilities of the fire
15 ~~protection district~~ DEPARTMENT to control or extinguish, the sheriff OR
16 THE DIVISION OF FIRE PREVENTION AND CONTROL IN THE DEPARTMENT OF
17 PUBLIC SAFETY may assist the chief of the fire ~~protection district~~
18 DEPARTMENT in controlling or extinguishing such fire, and, in connection
19 with such assistance, the sheriff may solicit such additional assistance
20 from such persons as the sheriff and the fire chief deem necessary. The
21 sheriff may assume command of such incidents with the concurrence of
22 the fire chief.

23 (c) In the case of a prairie, forest, or wildland fire that exceeds the
24 capabilities of the fire ~~protection district~~ DEPARTMENT to control or
25 extinguish and that requires mutual aid and outside resources, the sheriff
26 shall appoint ~~a local incident management team~~ AN INCIDENT
27 COMMANDER to provide the command and control infrastructure required

1 to manage the fire. The sheriff shall assume financial responsibility for
2 fire fighting efforts on behalf of the county and the authority for the
3 ordering and monitoring of resources.

4 (d) When a wildfire exceeds the capability of the county to control
5 or extinguish, the sheriff shall be responsible for seeking the assistance
6 of the state by requesting assistance from the division of fire prevention
7 and control in the department of public safety. The sheriff and the director
8 of the division of fire prevention and control shall enter into an agreement
9 concerning the transfer of authority and responsibility for fire suppression
10 and the retention of responsibilities. ~~under a unified command structure.~~

11 (5) THE AGENCY THAT HAS JURISDICTION OVER ANY WILDLAND
12 FIRE IN THE STATE SHALL MANAGE THE FIRE USING THE INCIDENT
13 COMMAND SYSTEM AS DEFINED IN SECTION 29-22.5-102 (3).

14 (6) AS USED IN THIS SECTION, UNLESS THE CONTEXT OTHERWISE
15 REQUIRES, "FIRE DEPARTMENT" HAS THE SAME MEANING AS SET FORTH IN
16 SECTION 24-33.5-1202 (3.9).

17 **SECTION 7.** In Colorado Revised Statutes, 32-1-1002, **amend**
18 (3)(a) as follows:

19 **32-1-1002. Fire protection districts - additional powers and**
20 **duties.** (3) (a) The chief of the fire department in each fire protection
21 district in the state of Colorado, by virtue of ~~such~~ THE office ~~so~~ held by
22 ~~him or her~~ THE CHIEF, shall have authority over the supervision of all fires
23 within the district; except that responsibility for coordinating fire
24 suppression efforts in case of any prairie, forest, or wildland fire that
25 exceeds the capabilities of the district to control or extinguish shall be
26 transferred to the county sheriff in accordance with section 30-10-513,
27 ~~C.R.S.~~, subject to the duties and obligations imposed by this subsection

1 (3) and subject to the provisions of ~~the community wildfire protection~~
2 ~~plan prepared by the county in accordance with section 30-15-401.7,~~
3 ~~C.R.S.~~ ANY RELEVANT PLANS OR AGREEMENTS. The chief ~~shall be~~ IS
4 vested with ~~such~~ THE other express authority ~~as is~~ contained in this
5 subsection (3), including commanding the fire department of such district.

6 **SECTION 8. Act subject to petition - effective date.** This act
7 takes effect at 12:01 a.m. on the day following the expiration of the
8 ninety-day period after final adjournment of the general assembly; except
9 that, if a referendum petition is filed pursuant to section 1 (3) of article V
10 of the state constitution against this act or an item, section, or part of this
11 act within such period, then the act, item, section, or part will not take
12 effect unless approved by the people at the general election to be held in
13 November 2024 and, in such case, will take effect on the date of the
14 official declaration of the vote thereon by the governor.

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

INTRODUCED

LLS NO. 24-0541.01 Nicole Myers x4326

HOUSE BILL 24-1168

HOUSE SPONSORSHIP

Froelich and Rutinel,

SENATE SPONSORSHIP

Hinrichsen,

House Committees

Transportation, Housing & Local Government

Senate Committees

A BILL FOR AN ACT

101 **CONCERNING EQUAL ACCESS TO PUBLIC MEETINGS.**

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 requires state and local public bodies (public bodies) to ensure that the following accessibility requirements are implemented by July 1, 2025:

- Any public meeting at which public business is discussed, formal action may be taken, or recommendations to the governing body of the public body may be discussed (meeting) held by a public body is required to be accessible in real time by live streaming video or audio that is

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.

- recorded and accessible to individuals with disabilities;
- A public body is required to post on its website, at least 24 hours before a meeting, any documents that will be distributed during the meeting;
- For any meeting of a public body during which public testimony will be heard, the public body is required to allow any individual to participate in the meeting and offer public testimony by using a video conferencing platform unless the meeting occurs in a geographic location that lacks broadband internet service; and
- A public body is required to provide any auxiliary aids or services requested in time for the meeting for which they were requested. A public body may require that a request for auxiliary aids or services to attend a meeting of the public body with the use of the video conferencing platform be made up to 7 days before the date of the meeting.

Nothing in the bill prohibits a public body from promulgating rules for the administration of public testimony so long as the rules apply to both in-person and remote testimony, and nothing in the bill requires a public body to provide hardware or software or internet or phone access at an individual's home.

The failure of any public body to comply with the applicable requirements of the bill constitutes discrimination on the basis of disability. Any individual who is subjected to a violation is entitled to seek relief as currently provided in law.

1 *Be it enacted by the General Assembly of the State of Colorado:*

2 **SECTION 1. Legislative declaration.** (1) The general assembly
3 hereby finds and declares that:

4 (a) The federal "Americans with Disabilities Act of 1990" has
5 been law for over three decades;

6 (b) The federal "Americans with Disabilities Act of 1990"
7 mandates equal access to everyday activities for individuals with
8 disabilities;

9 (c) Many places of public business continue to be inaccessible to
10 individuals with disabilities; and

1 (d) It is the right of every individual to participate in public
2 discourse and it is imperative to a healthy and functional democracy that
3 all citizens have access to their government.

4 (2) The general assembly further finds and declares that it is
5 necessary to codify the right to accessible and transparent governance to
6 protect access and promote greater equity.

7 **SECTION 2.** In Colorado Revised Statutes, **add** part 17 to article
8 1 of title 29 as follows:

9 **PART 17**

10 **ACCESSIBILITY OF LOCAL GOVERNMENT**

11 **29-1-1701. Local public bodies - meetings - accessibility -**
12 **definitions.** (1) AS USED IN THIS PART 17, UNLESS THE CONTEXT
13 OTHERWISE REQUIRES:

14 (a) "AUXILIARY AIDS OR SERVICES" MEANS AN AID OR SERVICE
15 THAT IS USED TO PROVIDE INFORMATION TO AN INDIVIDUAL WITH A
16 COGNITIVE, DEVELOPMENTAL, INTELLECTUAL, NEUROLOGICAL, OR
17 PHYSICAL DISABILITY, AND IS AVAILABLE IN A FORMAT OR MANNER THAT
18 ALLOWS THE INDIVIDUAL TO BETTER UNDERSTAND THE INFORMATION.

19 (b) (I) "LOCAL PUBLIC BODY" MEANS ANY BOARD, COMMITTEE,
20 COMMISSION, AUTHORITY, OR OTHER ADVISORY, POLICY-MAKING,
21 RULE-MAKING, OR FORMALLY CONSTITUTED BODY OF ANY POLITICAL
22 SUBDIVISION OF THE STATE AND ANY PUBLIC OR PRIVATE ENTITY TO WHICH
23 A POLITICAL SUBDIVISION, OR AN OFFICIAL THEREOF, HAS DELEGATED A
24 GOVERNMENTAL DECISION-MAKING FUNCTION BUT DOES NOT INCLUDE
25 INDIVIDUALS ON THE ADMINISTRATIVE STAFF OF THE LOCAL PUBLIC BODY.

26 (II) NOTWITHSTANDING THE PROVISIONS OF SUBSECTION (1)(b)(I)
27 OF THIS SECTION, TO ASSURE SCHOOL BOARD TRANSPARENCY, "LOCAL

1 PUBLIC BODY" INCLUDES MEMBERS OF A BOARD OF EDUCATION, SCHOOL
2 ADMINISTRATION PERSONNEL, OR A COMBINATION THEREOF WHO ARE
3 INVOLVED IN A MEETING WITH A REPRESENTATIVE OF EMPLOYEES AT
4 WHICH A COLLECTIVE BARGAINING AGREEMENT IS DISCUSSED.

5 (III) NOTWITHSTANDING THE PROVISIONS OF SUBSECTION (1)(b)(I)
6 OF THIS SECTION, "LOCAL PUBLIC BODY" INCLUDES THE GOVERNING BOARD
7 OF AN INSTITUTE CHARTER SCHOOL THAT IS AUTHORIZED PURSUANT TO
8 PART 5 OF ARTICLE 30.5 OF TITLE 22.

9 (c) "PUBLIC MEETING" MEANS ANY MEETING HELD BY A LOCAL
10 PUBLIC BODY AT WHICH PUBLIC BUSINESS IS DISCUSSED, FORMAL ACTION
11 MAY BE TAKEN, OR RECOMMENDATIONS THAT MAY BE MADE TO THE
12 GOVERNING BODY OF A LOCAL PUBLIC BODY MAY BE DISCUSSED.

13 (2) EACH LOCAL PUBLIC BODY SHALL ENSURE THAT THE
14 ACCESSIBILITY REQUIREMENTS SPECIFIED IN THIS PART 17 ARE
15 IMPLEMENTED BY JULY 1, 2025, TO ENSURE THE FULL AND EQUAL
16 ENJOYMENT OF THE LOCAL PUBLIC BODY BY INDIVIDUALS IN PROTECTED
17 CLASSES, INCLUDING INDIVIDUALS WITH DISABILITIES, AS REQUIRED BY
18 SECTIONS 24-34-601 AND 24-34-802.

19 (3) (a) ANY PUBLIC MEETING MUST BE ACCESSIBLE IN REAL TIME
20 BY LIVE STREAMING VIDEO OR AUDIO THAT IS RECORDED AND ACCESSIBLE
21 TO INDIVIDUALS WITH DISABILITIES.

22 (b) A LOCAL PUBLIC BODY MUST POST ON ITS WEBSITE ANY
23 DOCUMENTS THAT WILL BE DISTRIBUTED OR DISCUSSED DURING A PUBLIC
24 MEETING. A LOCAL PUBLIC BODY MUST POST SUCH DOCUMENTS AT LEAST
25 TWENTY-FOUR HOURS BEFORE THE PUBLIC MEETING OR, IF POSTING THE
26 DOCUMENTS TWENTY-FOUR HOURS BEFORE THE PUBLIC MEETING IS NOT
27 POSSIBLE, AS SOON AS PRACTICABLE BEFORE THE PUBLIC MEETING; EXCEPT

1 THAT, IF THE DOCUMENTS ARE CONFIDENTIAL OR PRIVILEGED, NOT
2 AVAILABLE TO THE PUBLIC UNTIL DISTRIBUTED OR DISCUSSED, OR NOT IN
3 THE LOCAL PUBLIC BODY'S POSSESSION BEFORE THE MEETING, A LOCAL
4 PUBLIC BODY MUST POST THE DOCUMENTS IN REAL TIME DURING THE
5 PUBLIC MEETING. ANY DOCUMENTS THAT A LOCAL PUBLIC BODY POSTS
6 PURSUANT TO THIS SUBSECTION (3)(b) MUST MEET CURRENT PREVAILING
7 DOCUMENT AND INTERNET ACCESSIBILITY STANDARDS AND MUST REMAIN
8 AVAILABLE TO THE PUBLIC ON THE LOCAL PUBLIC BODY'S WEBSITE FOR
9 ON-DEMAND USE IN THE SAME MANNER IN WHICH THE LOCAL PUBLIC BODY
10 MAKES THE WRITTEN RECORD OF THE MEETING AVAILABLE TO THE PUBLIC.

11 (c) A LOCAL PUBLIC BODY MAY, IN ITS DISCRETION, MAKE THE
12 VIDEO OR AUDIO RECORDING OF ANY PUBLIC MEETING AVAILABLE TO THE
13 PUBLIC FOR ON-DEMAND USE.

14 (4) (a) EXCEPT AS OTHERWISE PROVIDED IN SUBSECTION (4)(b) OF
15 THIS SECTION, FOR ANY PUBLIC MEETING DURING WHICH THE LOCAL
16 PUBLIC BODY WILL HEAR PUBLIC TESTIMONY, THE LOCAL PUBLIC BODY
17 MUST ALLOW ANY INDIVIDUAL TO PARTICIPATE IN THE PUBLIC MEETING
18 AND OFFER PUBLIC TESTIMONY BY USING A VIDEO CONFERENCING
19 PLATFORM. THE LOCAL PUBLIC BODY MUST ENSURE THAT ANY INDIVIDUAL
20 SEEKING THE USE OF A VIDEO CONFERENCING PLATFORM TO PARTICIPATE
21 IN THE PUBLIC MEETING IS PROVIDED ACCESS TO THE PUBLIC MEETING BY
22 USE OF THE VIDEO CONFERENCING PLATFORM AT THE SAME TIMES AND
23 UPON THE SAME TERMS AS INDIVIDUALS WHO APPEAR AT THE PUBLIC
24 MEETING IN PERSON. IT IS IN A LOCAL PUBLIC BODY'S DISCRETION TO
25 DETERMINE WHICH VIDEO CONFERENCING PLATFORM WILL BE USED FOR
26 SUCH PARTICIPATION SO LONG AS THE PLATFORM IS ACCESSIBLE TO
27 INDIVIDUALS WITH DISABILITIES.

1 (b) NOTHING IN THIS PART 17 PROHIBITS A LOCAL PUBLIC BODY
2 FROM PROMULGATING RULES FOR THE ADMINISTRATION OF PUBLIC
3 TESTIMONY SO LONG AS THE RULES APPLY TO BOTH IN-PERSON AND
4 REMOTE TESTIMONY.

5 (c) THE REQUIREMENTS OF SUBSECTION (4)(a) OF THIS SECTION DO
6 NOT APPLY WHEN A PUBLIC MEETING OCCURS IN A GEOGRAPHIC LOCATION
7 THAT IS IN AN UNSERVED AREA OF THE STATE, AS DEFINED IN SECTION
8 40-15-102 (32).

9 (d) A LOCAL PUBLIC BODY THAT IS EXEMPT FROM THE
10 REQUIREMENTS OF SUBSECTION (4)(a) OF THIS SECTION SHALL USE AN
11 ALTERNATIVE TO A VIDEO CONFERENCING PLATFORM, SUCH AS A
12 TELEPHONE CONFERENCE CALL, TO ALLOW PARTICIPATION IN A PUBLIC
13 MEETING. THE ALTERNATIVE OPTION USED MUST BE ACCESSIBLE TO
14 INDIVIDUALS WITH DISABILITIES.

15 (5) (a) A LOCAL PUBLIC BODY MAY REQUIRE THAT A REQUEST FOR
16 AUXILIARY AIDS OR SERVICES TO ATTEND A PUBLIC MEETING OF THE
17 LOCAL PUBLIC BODY WITH THE USE OF THE VIDEO CONFERENCING
18 PLATFORM SELECTED BY THE LOCAL PUBLIC BODY PURSUANT TO
19 SUBSECTION (4)(a) OF THIS SECTION BE MADE UP TO SEVEN DAYS BEFORE
20 THE DATE OF THE PUBLIC MEETING FOR WHICH THE AUXILIARY AIDS OR
21 SERVICES ARE REQUESTED.

22 (b) A LOCAL PUBLIC BODY SHALL PROVIDE ANY AUXILIARY AIDS
23 OR SERVICES TIMELY REQUESTED PURSUANT TO SUBSECTION (5)(a) OF THIS
24 SECTION IN TIME FOR THE PUBLIC MEETING FOR WHICH THE AUXILIARY
25 AIDS OR SERVICES WERE REQUESTED WITHOUT REQUIRING OR REQUESTING
26 AN EXPLANATION OF THE NEED FOR THE AUXILIARY AIDS OR SERVICES.

27 (c) NOTHING IN THIS PART 17 REQUIRES A LOCAL PUBLIC BODY TO

1 PROVIDE HARDWARE OR SOFTWARE OR INTERNET OR PHONE ACCESS AT AN
2 INDIVIDUAL'S HOME.

3 (6) NOTHING IN THIS PART 17 SUPERSEDES OR NEGATES THE
4 REQUIREMENTS OF THE OPEN MEETINGS LAW, PART 4 OF ARTICLE 6 OF
5 TITLE 24, OR THE "COLORADO OPEN RECORDS ACT", PART 2 OF ARTICLE
6 72 OF TITLE 24.

7 (7) THE FAILURE OF ANY LOCAL PUBLIC BODY TO COMPLY WITH
8 THE REQUIREMENTS OF THIS PART 17 CONSTITUTES DISCRIMINATION ON
9 THE BASIS OF DISABILITY IN VIOLATION OF SECTION 24-34-802. ANY
10 INDIVIDUAL WHO IS SUBJECTED TO A VIOLATION OF THIS PART 17 IS
11 ENTITLED TO SEEK ALL RELIEF PROVIDED IN SECTION 24-34-802.

12 **SECTION 3.** In Colorado Revised Statutes, **add** part 14 to article
13 82 of title 24 as follows:

14 **PART 14**

15 **ACCESSIBILITY OF STATE GOVERNMENT**

16 **24-82-1401. State public bodies - meetings - accessibility -**
17 **definitions.** (1) AS USED IN THIS PART 14, UNLESS THE CONTEXT
18 OTHERWISE REQUIRES:

19 (a) "AUXILIARY AIDS OR SERVICES" MEANS AN AID OR SERVICE
20 THAT IS USED TO PROVIDE INFORMATION TO AN INDIVIDUAL WITH A
21 COGNITIVE, DEVELOPMENTAL, INTELLECTUAL, NEUROLOGICAL, OR
22 PHYSICAL DISABILITY, AND IS AVAILABLE IN A FORMAT OR MANNER THAT
23 ALLOWS THE INDIVIDUAL TO BETTER UNDERSTAND THE INFORMATION.

24 (b) "PUBLIC MEETING" MEANS ANY MEETING HELD BY A STATE
25 PUBLIC BODY AT WHICH PUBLIC BUSINESS IS DISCUSSED, FORMAL ACTION
26 MAY BE TAKEN, OR RECOMMENDATIONS THAT MAY BE MADE TO THE
27 GOVERNING BODY OF A STATE PUBLIC BODY MAY BE DISCUSSED.

1 (c) (I) "STATE PUBLIC BODY" MEANS ANY BOARD, COMMITTEE,
2 COMMISSION, OR OTHER ADVISORY, POLICY-MAKING, RULE-MAKING,
3 DECISION-MAKING, OR FORMALLY CONSTITUTED BODY OF ANY STATE
4 AGENCY, STATE AUTHORITY, GOVERNING BOARD OF A STATE INSTITUTION
5 OF HIGHER EDUCATION INCLUDING THE REGENTS OF THE UNIVERSITY OF
6 COLORADO, A NONPROFIT CORPORATION INCORPORATED PURSUANT TO
7 SECTION 23-5-121 (2), OR THE GENERAL ASSEMBLY, AND ANY PUBLIC OR
8 PRIVATE ENTITY TO WHICH THE STATE, OR AN OFFICIAL THEREOF, HAS
9 DELEGATED A GOVERNMENTAL DECISION-MAKING FUNCTION BUT DOES
10 NOT INCLUDE INDIVIDUALS ON THE ADMINISTRATIVE STAFF OF THE STATE
11 PUBLIC BODY.

12 (II) NOTWITHSTANDING THE PROVISIONS OF SUBSECTION (1)(c)(I)
13 OF THIS SECTION, "STATE PUBLIC BODY" DOES NOT INCLUDE THE
14 GOVERNING BOARD OF AN INSTITUTE CHARTER SCHOOL THAT IS
15 AUTHORIZED PURSUANT TO PART 5 OF ARTICLE 30.5 OF TITLE 22.

16 (2) EACH STATE PUBLIC BODY SHALL ENSURE THAT THE
17 ACCESSIBILITY REQUIREMENTS SPECIFIED IN THIS PART 14 ARE
18 IMPLEMENTED BY JULY 1, 2025, TO ENSURE THE FULL AND EQUAL
19 ENJOYMENT OF THE STATE PUBLIC BODY BY INDIVIDUALS IN PROTECTED
20 CLASSES, INCLUDING INDIVIDUALS WITH DISABILITIES, AS REQUIRED BY
21 SECTIONS 24-34-601 AND 24-34-802.

22 (3) (a) ANY PUBLIC MEETING MUST BE ACCESSIBLE IN REAL TIME
23 BY LIVE STREAMING VIDEO OR AUDIO THAT IS RECORDED AND ACCESSIBLE
24 TO INDIVIDUALS WITH DISABILITIES.

25 (b) A STATE PUBLIC BODY MUST POST ON ITS WEBSITE ANY
26 DOCUMENTS THAT WILL BE DISTRIBUTED OR DISCUSSED DURING A PUBLIC
27 MEETING. A STATE PUBLIC BODY MUST POST SUCH DOCUMENTS AT LEAST

1 TWENTY-FOUR HOURS BEFORE THE PUBLIC MEETING OR, IF POSTING THE
2 DOCUMENTS TWENTY-FOUR HOURS BEFORE THE MEETING IS NOT POSSIBLE,
3 AS SOON AS PRACTICABLE BEFORE THE MEETING; EXCEPT THAT IF THE
4 DOCUMENTS ARE CONFIDENTIAL OR PRIVILEGED, NOT AVAILABLE TO THE
5 PUBLIC UNTIL DISTRIBUTED OR DISCUSSED, OR NOT IN THE STATE PUBLIC
6 BODY'S POSSESSION BEFORE THE MEETING, THE STATE PUBLIC BODY MUST
7 POST THE DOCUMENTS IN REAL TIME DURING THE PUBLIC MEETING. ANY
8 DOCUMENTS THAT A STATE PUBLIC BODY POSTS PURSUANT TO THIS
9 SUBSECTION (3)(b) MUST MEET CURRENT PREVAILING DOCUMENT AND
10 INTERNET ACCESSIBILITY STANDARDS AND MUST REMAIN AVAILABLE TO
11 THE PUBLIC ON THE STATE PUBLIC BODY'S WEBSITE FOR ON-DEMAND USE
12 IN THE SAME MANNER IN WHICH THE LOCAL STATE BODY MAKES THE
13 WRITTEN RECORD OF THE PUBLIC MEETING AVAILABLE TO THE PUBLIC.

14 (c) A STATE PUBLIC BODY MAY, IN ITS DISCRETION, MAKE THE
15 VIDEO OR AUDIO RECORDING OF ANY PUBLIC MEETING AVAILABLE TO THE
16 PUBLIC FOR ON-DEMAND USE.

17 (4) (a) EXCEPT AS OTHERWISE PROVIDED IN SUBSECTION (4)(b) OF
18 THIS SECTION, FOR ANY PUBLIC MEETING DURING WHICH THE STATE PUBLIC
19 BODY WILL HEAR PUBLIC TESTIMONY, THE STATE PUBLIC BODY MUST
20 ALLOW ANY INDIVIDUAL TO PARTICIPATE IN THE PUBLIC MEETING AND
21 OFFER PUBLIC TESTIMONY WITH THE USE OF A VIDEO CONFERENCING
22 PLATFORM. THE STATE PUBLIC BODY MUST ENSURE THAT ANY INDIVIDUAL
23 SEEKING THE USE OF A VIDEO CONFERENCING PLATFORM TO PARTICIPATE
24 IN THE PUBLIC MEETING IS PROVIDED ACCESS TO THE PUBLIC MEETING BY
25 USE OF THE VIDEO CONFERENCING PLATFORM AT THE SAME TIMES AND
26 UPON THE SAME TERMS AS INDIVIDUALS WHO APPEAR AT THE MEETING IN
27 PERSON. IT IS IN A STATE PUBLIC BODY'S DISCRETION TO DETERMINE WHICH

1 VIDEO CONFERENCING PLATFORM WILL BE USED FOR SUCH PARTICIPATION
2 SO LONG AS THE PLATFORM IS ACCESSIBLE TO INDIVIDUALS WITH
3 DISABILITIES.

4 (b) NOTHING IN THIS PART 14 PROHIBITS A STATE PUBLIC BODY
5 FROM PROMULGATING RULES FOR THE ADMINISTRATION OF PUBLIC
6 TESTIMONY SO LONG AS THE RULES APPLY TO BOTH IN-PERSON AND
7 REMOTE TESTIMONY.

8 (c) THE REQUIREMENTS OF SUBSECTION (4)(a) OF THIS SECTION DO
9 NOT APPLY WHEN A PUBLIC MEETING OF A STATE PUBLIC BODY OCCURS IN
10 A GEOGRAPHIC LOCATION THAT IS IN AN UNSERVED AREA OF THE STATE,
11 AS DEFINED IN SECTION 40-15-102 (32).

12 (d) A STATE PUBLIC BODY THAT IS EXEMPT FROM THE
13 REQUIREMENTS OF SUBSECTION (4)(a) OF THIS SECTION SHALL USE AN
14 ALTERNATIVE TO A VIDEO CONFERENCING PLATFORM, SUCH AS A
15 TELEPHONE CONFERENCE CALL, TO ALLOW PARTICIPATION IN A PUBLIC
16 MEETING. THE ALTERNATIVE OPTION USED MUST BE ACCESSIBLE TO
17 INDIVIDUALS WITH DISABILITIES.

18 (5) (a) A STATE PUBLIC BODY MAY REQUIRE THAT A REQUEST FOR
19 AUXILIARY AIDS OR SERVICES TO ATTEND A PUBLIC MEETING WITH THE USE
20 OF THE VIDEO CONFERENCING PLATFORM SELECTED BY THE STATE PUBLIC
21 BODY PURSUANT TO SUBSECTION (4)(a) OF THIS SECTION, BE MADE UP TO
22 SEVEN DAYS BEFORE THE DATE OF THE PUBLIC MEETING FOR WHICH THE
23 AIDS OR SERVICES ARE REQUESTED.

24 (b) A STATE PUBLIC BODY SHALL PROVIDE ANY AUXILIARY AIDS OR
25 SERVICES TIMELY REQUESTED PURSUANT TO SUBSECTION (5)(a) OF THIS
26 SECTION IN TIME FOR THE PUBLIC MEETING FOR WHICH THE AUXILIARY
27 AIDS OR SERVICES WERE REQUESTED WITHOUT REQUIRING OR REQUESTING

1 AN EXPLANATION OF THE NEED FOR THE AUXILIARY AIDS AND SERVICES.

2 (c) NOTHING IN THIS PART 14 REQUIRES A STATE PUBLIC BODY TO
3 PROVIDE HARDWARE OR SOFTWARE OR INTERNET OR PHONE ACCESS AT AN
4 INDIVIDUAL'S HOME.

5 (6) NOTHING IN THIS PART 14 SUPERSEDES OR NEGATES THE
6 REQUIREMENTS OF THE OPEN MEETINGS LAW, PART 4 OF ARTICLE 6 OF THIS
7 TITLE 24, OR THE "COLORADO OPEN RECORDS ACT", PART TWO OF
8 ARTICLE 72 OF THIS TITLE 24.

9 (7) THE FAILURE OF ANY STATE PUBLIC BODY TO COMPLY WITH
10 THE REQUIREMENTS OF THIS PART 14 CONSTITUTES DISCRIMINATION ON
11 THE BASIS OF DISABILITY IN VIOLATION OF SECTION 24-34-802. ANY
12 INDIVIDUAL WHO IS SUBJECTED TO A VIOLATION OF THIS PART 14 IS
13 ENTITLED TO SEEK ALL RELIEF PROVIDED IN SECTION 24-34-802.

14 **SECTION 4. Act subject to petition - effective date.** This act
15 takes effect at 12:01 a.m. on the day following the expiration of the
16 ninety-day period after final adjournment of the general assembly; except
17 that, if a referendum petition is filed pursuant to section 1 (3) of article V
18 of the state constitution against this act or an item, section, or part of this
19 act within such period, then the act, item, section, or part will not take
20 effect unless approved by the people at the general election to be held in
21 November 2024 and, in such case, will take effect on the date of the
22 official declaration of the vote thereon by the governor.