

**AGENDA for a Regular Meeting  
of the Board of Trustees of the Town of Fairplay, Colorado  
Monday, May 17, 2021 at 6:00 p.m. at the Fairplay Town Hall Meeting Room  
901 Main Street, Fairplay Colorado**

- I. **CALL TO ORDER**
- II. **PLEDGE OF ALLEGIANCE**
- III. **ROLL CALL**
- IV. **APPROVAL OF AGENDA**
- V. **CONSENT AGENDA** (*The Consent Agenda is intended to allow the Board to spend its time on more complex items. These items are generally perceived as non-controversial and can be approved by a single motion. The public or the Board Members may ask that an item be removed from the Consent Agenda for individual consideration.*)
  - A. **APPROVAL OF MINUTES** – April 26, 2021 and May 7, 2021
  - B. **APPROVAL OF EXPENDITURES**—Approval of bills of various Town funds in the amount of \$86,332.81.
- VI. **CITIZEN COMMENTS**
- VII. **PUBLIC HEARING** – Should the Board Approve a new Hotel and Restaurant Liquor License as Applied for by KB's Kakerly and Dorothy's Tamales at 3631 Hwy 285, Units A and B in Fairplay.
- VIII. **UNFINISHED BUSINESS**
  - A. Other Discussion Items.
- IX. **NEW BUSINESS**
  - A. Should the Board Approve Adoption of Ordinance No. 3, series of 2021, entitled, **"AN ORDINANCE OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO AMENDING CHAPTER 6-2-100 OF THE FAIRPLAY MUNICIPAL CODE CONCERNING ALCOHOLIC BEVERAGES."**?
  - B. Should the Board Approve Adoption of Resolution No. 11, series of 2021, entitled, **"A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO AUTHORIZING THE EXECUTION OF A GRANT CONTRACT WITH THE COLORADO HEALTH FOUNDATION FOR THE COHEN PARK PROJECT IN THE TOWN OF FAIRPLAY, COLORADO."**?
  - C. Should the Board Approve Adoption of Resolution No. 12, series of 2021, entitled, **"A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO AUTHORIZING THE SIGNING OF, AND PARTICIPATION IN, THE 2021 PARK COUNTY COMPREHENSIVE EMERGENCY OPERATIONS PLAN."**?
  - D. Should the Board Approve Adoption of Resolution No. 13, series of 2021, entitled, **"A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO AUTHORIZING THE EXECUTION OF A PROPERTY IMPROVEMENT INCENTIVE PROGRAM (PIIP) AGREEMENT BETWEEN THE TOWN AND TINA DARRAH FOR THE 889 STEINFELT PARKWAY PARKING LOT PROJECT."**?
  - E. Other New Business.
- X. **BOARD OF TRUSTEE AND STAFF REPORTS**
- XI. **ADJOURNMENT**

**Upcoming Meetings/Important Dates**

Regular Board Meeting	June 7, 2021
Regular Board Meeting	June 21, 2021
Brat-T Gras Event	June 26, 2021

*This agenda may be amended.*

*Posted at Fairplay Town Hall, Fairplay Public Library, Fairplay Post Office, and Town of Fairplay Website on Thursday, May 13, 2021.*

**MINUTES OF A SPECIAL MEETING OF THE  
FAIRPLAY BOARD OF TRUSTEES  
APRIL 26, 2021**

**CALL TO ORDER**

A special meeting of the Board of Trustees for the Town of Fairplay was called to order at 6:06 p.m. in the Council Chambers located in the Fairplay Town Hall, 901 Main Street, by Mayor Frank Just. Mayor Just proceeded with the pledge of allegiance, followed by the roll call which was answered by Trustees Scott Dodge and Josh Voorhis. Also in attendance were Public Works Director/Asst. Town Administrator Mason Green, Police Chief Bo Schlunsen and Town Administrator/ Clerk Tina Darrah. Trustees Nate Fidler and Eve Stapp were absent.

**AGENDA ADOPTION**

**Motion #1** by Trustee Voorhis, seconded by Trustee Dodge, that the agenda be adopted as presented. Motion carried unanimously. (Trustees Fidler and Stapp absent.)

**CONSENT AGENDA** (*The Consent Agenda is intended to allow the Board to spend its time on more complex items. These items are generally perceived as non-controversial and can be approved by a single motion. The public or the Board Members may ask that an item be removed from the Consent Agenda for individual consideration.*)

**A. APPROVAL OF MINUTES** – April 5, 2021

**B. APPROVAL OF EXPENDITURES**—Approval of bills of various Town funds in the amount of **\$166,442.24.**

**Motion #2** by Trustee Voorhis, seconded by Trustee Dodge, that the consent agenda be adopted as presented. A roll call vote was taken: Dodge – yes, Just – yes, Voorhis – yes. Motion carried unanimously. (Trustees Fidler and Stapp absent.)

**CITIZEN COMMENTS**

No citizen comment was offered.

**UNFINISHED BUSINESS**

Should the Board Approve Adoption of Resolution No. 7, series of 2021, entitled, “A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO APPROVING PARTICIPATION IN A REVOCABLE SUB-LICENSE AGREEMENT WITH HIGH COUNTRY FOODS, LLC, DBA, OFF THE GRID FOOD TRAILER, FOR USAGE OF THE PROPERTY KNOWN AS 401 MAIN STREET, FAIRPLAY, COLORADO.”?

Staff comment was offered by Town Administrator Darrah explaining that this item was before the Board for formal approval per the previous meeting during which the Board discussed the request from the Leczel’s to use the parking lot at 4<sup>th</sup> and Main again this year for their food truck – Off the Grid.

Applicant Mike Leczel was present and informed the Board that he had worked out electrical usage with the neighbor stating that he would be plugging his food truck into their electric service.

**Motion #3** by Trustee Voorhis, seconded by Trustee Dodge, that the Board approve adoption of Resolution No. 7, series of 2021, entitled, **“A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO APPROVING PARTICIPATION IN A REVOCABLE SUB-LICENSE AGREEMENT WITH HIGH COUNTRY FOODS, LLC, DBA, OFF THE GRID FOOD TRAILER, FOR USAGE OF THE PROPERTY KNOWN AS 401 MAIN STREET, FAIRPLAY, COLORADO.”?** A roll call vote was taken: Dodge – yes, Just – yes, Voorhis – yes. Motion carried unanimously. (Trustees Fidler and Stapp absent.)

Other Discussion Items

None offered.

**NEW BUSINESS**

Should the Board Approve Adoption of Resolution No. 8, series of 2021, entitled, "A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO AUTHORIZING THE EXECUTION OF A PROPERTY IMPROVEMENT INCENTIVE PROGRAM (PIIP) AGREEMENT BETWEEN THE TOWN AND BEN AND HOLLI COOPER FOR THE 520 FRONT STREET PAINTING PROJECT."?

Staff comment was offered by Town Administrator Darrah explaining that this application is for \$1,590.00 towards the painting of the property located at 520 Front Street. This is the amount the property owner has paid in property taxes to the Town of Fairplay over the last five years. She further noted that the application, bid, and photos were included in the packet for the Board to reference.

**Motion #4** by Trustee Dodge, seconded by Trustee Voorhis, that the Board approve adoption of Resolution No. 8, series of 2021, entitled, "**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO AUTHORIZING THE EXECUTION OF A PROPERTY IMPROVEMENT INCENTIVE PROGRAM (PIIP) AGREEMENT BETWEEN THE TOWN AND BEN AND HOLLI COOPER FOR THE 520 FRONT STREET PAINTING PROJECT.**" A roll call vote was taken: Dodge – yes, Just – yes, Voorhis – yes. Motion carried unanimously. (Trustees Fidler and Stapp absent.)

Should the Board Approve Adoption of Resolution No. 9, series of 2021, entitled, "A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO APPROVING AN AMENDMENT TO THE PERSONNEL HANDBOOK FOR THE TOWN OF FAIRPLAY."?

Staff comment was offered by Town Administrator Darrah explaining that staff would like to amend the personnel policy to create a formal on-call policy for the Public Works Department. She explained that this policy would apply only to the Public Works Dept. and would require Public Works staff to participate in a rotating on-call schedule to ensure weekend coverage in case of emergency. She explained that this policy would require the on-call employee remain within 30 minutes of Fairplay, within cell phone range, and not be under the influence of intoxicating substances. She further noted that, while not specifically stated in the policy as to maintain flexibility for the department head, it had been proposed that the on-call person be compensated \$100 per weekend to be on-call, which would cover the first two hours of time if the employee was called in. After those initial two hours, the employee would be compensated at their regular rate of pay.

A brief discussion took place during which several clarifying questions were asked about the policy.

**Motion #5** by Trustee Dodge, seconded by Trustee Voorhis, that the Board approve adoption of Resolution No. 9, series of 2021, entitled, "**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO APPROVING AN AMENDMENT TO THE PERSONNEL HANDBOOK FOR THE TOWN OF FAIRPLAY.**" A roll call vote was taken: Dodge – yes, Just – yes, Voorhis – yes. Motion carried unanimously. (Trustees Fidler and Stapp absent.)

Should the Board Approve Adoption of Resolution No. 10, series of 2021, entitled, "A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO APPROVING A CONTRACT WITH PAVEMENT MAINTENANCES SERVICES, INC., FOR THE 2021 PAVING OVERLAY PROJECT."?

Staff comment was offered by Public Works Director Green stating that he had received two bids for the 2021 Paving Project and that the bid from Pavement Maintenance Services had come in at

\$206,227 which was much lower than the only other bid received which had come in at \$429,794. He noted that the project in 2021 had been significantly expanded to include many streets in need of repair that had not been on the original street improvement plan for 2021. He went onto explain that he had consulted with Mayor Just about the streets included in the bid process. He noted that if the Board approved the bid, the excess over the amount budgeted (\$150k for the entire street budget) would come out of General Fund reserves. Mr. Green did note that they had already begun and would continue repair of potholes on Town streets.

**Motion #6** by Trustee Voorhis, seconded by Trustee Dodge, that the Board approve adoption of Resolution No. 10, series of 2021, entitled, **“A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO APPROVING A CONTRACT WITH PAVEMENT MAINTENANCES SERVICES, INC., FOR THE 2021 PAVING OVERLAY PROJECT.”** A roll call vote was taken: Dodge – yes, Just – yes, Voorhis – yes. Motion carried unanimously. (Trustees Fidler and Stapp absent.)

Discussion Regarding Request for Letter of Support from the Town of Blue River Regarding the Proposed CDOT Chain-Up Station in Blue River

Trustee Dodge offered comment explaining that the Town had received an email from the Town of Blue River requesting a letter of support from the Town of Fairplay opposing a CDOT chain up station on Highway 9 as it passes through Blue River. A discussion took place among the Board centering on the safety issues evident on Hoosier Pass – especially during the winter months, the needs of the public and the desire to support a fellow municipality. The Board directed staff to contact the Town Administrator in Blue River and inquire about alternative safety measures being proposed to address the safety concerns of travelers over Hoosier Pass if the chain-up stations are not built. They further directed staff to bring this item back for discussion after that conversation took place.

Other New Business

None offered.

BOARD OF TRUSTEE AND STAFF REPORTS

Public Works Director/Asst. Town Administrator Green offered a brief staff report primarily focusing on the Colorado Health Foundation grant of \$195k that the Town had recently received for improvements to Cohen Park. He further noted that the grant had no matching requirement from the Town. He stated that the grant contract would be on the May 3<sup>rd</sup> agenda for approval. Mr. Green went on to report that he and Trustee Voorhis would be meeting with the Sheriff and Fire Chief on April 27<sup>th</sup> to discuss allowing backyard barbeques in the Town limits during county-wide fire bans.

Police Chief Schlunsen informed the Board that Officer Andy Gutierrez has resigned to move back to Wyoming to be near family and that he would be starting the hiring process for a new officer shortly.

Mayor Just informed the Board that he was continuing to work with Julie Bullock regarding the Brat-T Gras event, informing them that several businesses had committed to participate in the event.

WORKSESSION REGARDING WATER SYSTEM

Water Engineer, Bill Hahn, was present to go through a power point presentation with the Board discussing the Town’s water system – in particular, the infiltration gallery and the recent testing it had undergone. Mr. Hahn showed the Board the results of the several days of testing they had completed on the infiltration gallery, informing the Board that it had gone well and produced at

least 120 gallons per minute. A lengthy discussion took place after the presentation wherein the Board directed staff to continue exploring the options available to bring the infiltration gallery into the Town's water system.

**ADJOURNMENT**

Mayor Just, noting that there being no further regular business before the Board, declared that the regular meeting be adjourned at 7:55 p.m.

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Frank Just, Mayor

ATTEST:

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Tina Darrah, Town Clerk

**MINUTES OF A SPECIAL MEETING OF THE  
FAIRPLAY BOARD OF TRUSTEES  
May 7, 2021**

**CALL TO ORDER**

A special meeting of the Board of Trustees for the Town of Fairplay was called to order at 11:08 a.m. in the Council Chambers located in the Fairplay Town Hall, 901 Main Street, by Mayor Frank Just. Mayor Just proceeded with the roll call which was answered by Trustees Scott Dodge, Josh Voorhis and Nate Fidler. Also in attendance was Town Treasurer Kim Wittbrodt. Trustee Eve Stapp was absent.

**AGENDA ADOPTION**

**Motion #1** by Trustee Fidler, seconded by Trustee Dodge, that the agenda be adopted as presented. Motion carried unanimously. (Trustee Stapp was absent.)

**EXECUTIVE SESSION**

**Motion #2** by Trustee Dodge, seconded by Trustee Voorhis, that the Board go into executive session at 11:10 a.m. pursuant to C.R.S. 24-6-402 (4) (f) to conduct interviews for the Town Administrator position. Motion carried unanimously. (Trustee Stapp was absent.)

Mayor Just announced that the meeting was back to open session at 12:42 p.m. The participants in the executive session were: Mayor Just, Trustees Fidler, Voorhis and Dodge, Town Treasurer Wittbrodt and applicant David Bebak. Mayor Just announced that no action was taken in the executive session.

Mayor Just announced that the Board would take a break for lunch at 12:43 p.m. and that the meeting would be reconvened in approximately one hour. Mayor Just called the meeting back to order at 1:38 p.m. and asked for a motion to go into executive session to conduct the remaining interview for the Town Administrator position.

**Motion #3** by Trustee Dodge, seconded by Trustee Fidler, that the Board go into executive session at 1:40 p.m. pursuant to C.R.S. 24-6-402 (4) (f) to conduct interviews for the Town Administrator position. Motion carried unanimously. (Trustee Stapp was absent.)

Mayor Just announced that the meeting was back to open session at 2:53 p.m. The participants in the executive session were: Mayor Just, Trustees Fidler, Voorhis and Dodge, Town Treasurer Wittbrodt and applicant Mike Patterson. Mayor Just announced that no action was taken in the executive session.

**OTHER BUSINESS/DIRECTION TO STAFF**

Mayor Just announced that the Board had interviewed two applicants for the position of Town Administrator, David Bebak and Mike Patterson. After much discussion, the Board instructed Ms. Wittbrodt to offer the position of Town Administrator to Mr. Patterson and authorized Mayor Just to conduct the hiring/negotiating process.

**ADJOURNMENT**

Mayor Just, noting that there being no further regular business before the Board, declared that the meeting be adjourned at 3:54 p.m.

\_\_\_\_\_  
Frank Just, Mayor

ATTEST:

\_\_\_\_\_  
Tina Darrah, Town Clerk



## MEMORANDUM

**TO:** Mayor and Board of Trustees  
**FROM:** Kim Wittbrodt, Treasurer  
**RE:** Paid Bills/Financial Statements  
**DATE:** May 12, 2021

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Agenda Item: Bills

Attached is the list of invoices paid from April 29, 2021 through May 12, 2021.

Total Expenditures: \$86,332.81

Upon motion to approve the consent agenda, the expenditures will be approved.

Attached are the April 30, 2021 financial statements for all funds.

Please contact me with any questions.

## Report Criteria:

Detail report type printed

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
05/03/2021	17075	Caselle, Inc	Software Support	1	04/01/2021	439.50	105060
05/03/2021	17075		Software Support	2	04/01/2021	439.50	517206
Total 334:						879.00	
05/12/2021	17113	The Flume	legal ads	1	04/30/2021	42.83	106125
05/12/2021	17113		display ads	2	04/30/2021	180.00	105130
05/12/2021	17113		help wanted ad	3	04/30/2021	293.00	105630
Total 868:						515.83	
05/12/2021	17108	Ferrellgas	1800 beaver creek road	1	04/26/2021	613.50	517495
05/12/2021	17108		850 hathaway	2	04/26/2021	454.82	105186
05/12/2021	17108		propane-501 main	3	04/26/2021	970.66	105195
Total 916:						2,038.98	
05/06/2021	17097	Galls, LLC	unifrom patches	1	04/26/2021	19.96	105410
Total 994:						19.96	
05/06/2021	17101	Mountain View Waste	2 yd 2 monthly	1	04/30/2021	141.25	517675
Total 1414:						141.25	
05/12/2021	17114	Town of Fairplay	850 hathaway	1	04/30/2021	96.00	105186
05/12/2021	17114		501 main	1	04/30/2021	308.90	105195
Total 2134:						404.90	
05/03/2021	17085	USABlueBook	supplies	1	04/16/2021	262.77	517665
05/03/2021	17085		supplies	1	04/16/2021	290.01	517665
05/03/2021	17085		supplies	1	04/19/2021	782.97	517665
05/03/2021	17085		credit memo for returns	1	04/22/2021	393.15-	517450
05/03/2021	17085		supplies	1	04/28/2021	87.39	517665
05/03/2021	17085		supplies	1	04/29/2021	56.92	517665
Total 2176:						1,086.91	
05/03/2021	17086	Utility Notification Center	RTL Transmissions	1	04/30/2021	13.20	517455
05/03/2021	17086		RTL Transmissions	1	04/30/2021	13.20	517650
Total 2194:						26.40	
05/03/2021	17087	Verizon Wireless	Phones and air cards	1	05/01/2021	288.39	105455
05/03/2021	17087		cell Phone - public works	2	05/01/2021	42.09	105645
05/03/2021	17087		jet pack	3	05/01/2021	40.01	105130
Total 2212:						370.49	
05/03/2021	17090	Xcel Energy	945 quarry road	1	04/15/2021	15.82	517490
05/03/2021	17090		901 main	1	04/21/2021	185.36	105023
05/03/2021	17090		117 silverheels road	1	04/21/2021	10.70	105841
05/03/2021	17090		747 bogue	1	04/21/2021	14.01	105841



Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
05/03/2021	17090		1800 beaver creek	1	04/21/2021	711.74	517495
05/03/2021	17090		chlorinator	1	04/21/2021	111.59	517470
05/03/2021	17090		fairplay sign #1	1	04/21/2021	11.24	105640
05/03/2021	17090		850 hathaway	1	04/21/2021	251.47	105186
05/03/2021	17090		501 main	1	04/21/2021	426.08	105195
05/03/2021	17090		fairplay sign #2	1	04/21/2021	24.57	105640
05/03/2021	17090		san plant	1	04/22/2021	3,913.27	517680
05/03/2021	17090		1190 castello	1	04/23/2021	122.27	105650
05/03/2021	17090		200 2nd street	2	04/23/2021	79.05	517470
05/03/2021	17090		157 6th street	3	04/23/2021	57.40	105640
05/03/2021	17090		156 5th street	4	04/23/2021	10.70	105640
05/03/2021	17090		589 platte drive	5	04/23/2021	10.70	105841
05/03/2021	17090		419 front	6	04/23/2021	11.14	105640
05/12/2021	17116		street lights	1	05/03/2021	932.99	105640
Total 2296:						6,900.10	
05/06/2021	17102	South Park Ace & Lumber	Supplies	1	04/25/2021	69.92	105027
05/06/2021	17102		Supplies	2	04/25/2021	47.98	517480
05/06/2021	17102		Supplies	3	04/25/2021	9.95	105830
05/06/2021	17102		Supplies	4	04/25/2021	127.43	105025
Total 2405:						255.28	
05/06/2021	17099	KONICA MINOLTA BUSIN	C364E Copier	1	04/28/2021	375.45	105032
Total 2448:						375.45	
05/06/2021	17098	Hahn Water Resources, LL	consulting	1	05/03/2021	595.00	517430
Total 2509:						595.00	
05/03/2021	17076	CenturyLink	7198362622355B	1	04/19/2021	544.91	105065
05/03/2021	17076		acct 719-836-4609 502B	1	04/19/2021	68.78	517470
05/03/2021	17076		acct 82239760	1	05/01/2021	34.88	105065
Total 2614:						648.57	
05/03/2021	17089	Wave Electric Inc.	temp power at ballfield	1	04/28/2021	205.00	105830
Total 2637:						205.00	
05/03/2021	17084	Timberline Properties, Inc.	snow removal	1	04/30/2021	.00	105186
			snow removal	2	04/30/2021		105186
Total 2662:						.00	
05/03/2021	17073	Black Cat Pumping, LLC	thaw sewer line	1	03/03/2021	250.00	105682
Total 2687:						250.00	
05/03/2021	17083	Summit Interiors	sealer	1	04/30/2021	150.00	105025
Total 2723:						150.00	
05/12/2021	17107	Colorado Natural Gas, Inc.	sewer treatment plant	1	05/05/2021	2,070.88	517680
05/12/2021	17107		natural gas-shop	1	05/05/2021	716.28	105650

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
05/12/2021	17107		san office	1	05/05/2021	232.22	517234
05/12/2021	17107		natural gas	1	05/05/2021	211.86	105023
Total 2728:						3,231.24	
05/12/2021	17110	Mobile Record Shredders	record shredding	1	05/05/2021	12.00	105030
Total 2793:						12.00	
05/03/2021	17077	Chaffee County Waste	6 yd weekly	1	04/19/2021	100.00	105023
05/03/2021	17077		6 yd weekly	2	04/19/2021	100.00	105650
Total 2801:						200.00	
05/12/2021	17115	Triangle Electric, Inc.	electric for lift	1	05/06/2021	2,249.80	105682
Total 2876:						2,249.80	
05/03/2021	17081	Rise Broadband	internet	1	05/01/2021	111.61	517226
Total 2900:						111.61	
05/06/2021	17096	Fairplay Auto Supply	supplies	1	04/30/2021	69.60	105420
05/06/2021	17096		supplies	2	04/30/2021	15.19	105625
Total 2948:						84.79	
05/03/2021	17078	Hazel Miller Entertainment	concert	1	05/01/2021	1,200.00	105150
Total 2951:						1,200.00	
05/12/2021	17106	351 Highway 285, LLC	estip	1	05/12/2021	2,367.58	105076
Total 3154:						2,367.58	
05/06/2021	17100	Montrose Water Factory, L	bottled water	1	04/30/2021	8.75	105120
Total 3211:						8.75	
05/06/2021	17094	DHM Design	phase 2 riverpark	1	04/19/2021	6,569.25	105886
Total 3254:						6,569.25	
05/03/2021	17082	SGM	mustang ridge	1	04/19/2021	1,741.50	105105
Total 3272:						1,741.50	
05/03/2021	17079	Internetwork Experts Corp.	computer maintenance	1	05/01/2021	46.75	105065
Total 3312:						46.75	
05/12/2021	17111	Mountain Essentials	estip	1	05/12/2021	231.99	105076
Total 3370:						231.99	
05/10/2021	17105	The Faricy Boys Ford	2021 FORD F-250 XL	1	05/10/2021	32,891.00	325830

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
Total 3377:						32,891.00	
05/12/2021	17112	Park County Government	monthly internet	1	05/01/2021	52.50	105455
05/12/2021	17112		monthly internet	2	05/01/2021	52.50	105065
Total 3381:						105.00	
05/03/2021	17088	Warm Springs Consulting	contract	1	05/01/2021	5,000.00	517627
05/03/2021	17088		contract	2	05/01/2021	4,500.00	517417
Total 3463:						9,500.00	
05/06/2021	17103	Timberline Properties Hom	plow 850 hathaway	1	04/30/2021	250.00	105186
Total 3510:						250.00	
05/12/2021	17109	Hayes Poznanovic Korver	legal	1	05/04/2021	672.00	517360
Total 3518:						672.00	
05/03/2021	17074	Carle Schlaff	per diem - training	1	05/03/2021	356.08	105424
05/03/2021	17074		uniform reimbursement	2	05/03/2021	70.00	105410
Total 3528:						426.08	
05/03/2021	17080	Jim Greer	concert	1	05/01/2021	300.00	105171
Total 3532:						300.00	
05/06/2021	17093	Backcountry Towing and R	tow ford truck	1	04/27/2021	396.00	517242
05/06/2021	17093		tow ford truck	1	05/04/2021	392.00	105625
Total 3533:						788.00	
05/06/2021	17095	DS Sales and Service, LLC	vehicle lift	1	04/07/2021	2,827.45	105420
05/06/2021	17095		vehicle lift	2	04/07/2021	2,827.45	105625
05/06/2021	17095		vehicle lift	3	04/07/2021	2,827.45	517242
Total 3534:						8,482.35	
Grand Totals:						86,332.81	

## Report Criteria:

Detail report type printed

TOWN OF FAIRPLAY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING APRIL 30, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>					
10-40-05 AD VALOREM TAX	21,178.26	76,001.11	195,115.00	119,113.89	39.0
10-40-10 SPEC. OWNERSHIP TAX	2,227.02	6,476.68	25,000.00	18,523.32	25.9
10-40-30 INTEREST ON PROPERTY TAX	.00	.00	1,000.00	1,000.00	.0
10-40-40 DELINQUENT TAXES	.00	.00	500.00	500.00	.0
10-40-55 50% SHAREBACK OF R&B LEVY	893.72	3,148.83	7,000.00	3,851.17	45.0
10-40-60 MOTOR VEHICLE REGISTRATION	394.00	932.01	3,000.00	2,067.99	31.1
10-40-70 SALES TAX	87,866.84	386,508.45	1,022,794.00	636,285.55	37.8
10-40-75 SALES TAX - STREETS	29,288.94	128,836.13	340,931.00	212,094.87	37.8
10-40-80 HIGHWAY USER'S TAX	2,417.33	7,387.57	32,000.00	24,612.43	23.1
10-40-85 SEVERANCE TAX	.00	.00	2,500.00	2,500.00	.0
10-40-86 MINERAL LEASE REVENUE	.00	.00	500.00	500.00	.0
10-40-90 CIGARETTE TAX	88.37	1,321.18	2,500.00	1,178.82	52.9
10-40-96 LODGING TAX	5,832.00	12,426.00	40,000.00	27,574.00	31.1
<b>TOTAL TAXES</b>	<b>150,186.48</b>	<b>623,037.96</b>	<b>1,672,840.00</b>	<b>1,049,802.04</b>	<b>37.2</b>
<u>LICENSES</u>					
10-41-10 LIQUOR LICENSES	200.00	3,050.00	3,000.00	( 50.00)	101.7
10-41-30 DOG LICENSES	.00	60.00	100.00	40.00	60.0
10-41-32 LIVESTOCK PERMIT	.00	25.00	120.00	95.00	20.8
10-41-34 COMMERCIAL FLY FISHING PERMIT	.00	450.00	300.00	( 150.00)	150.0
10-41-40 BUILDING PERMITS	420.00	924.00	5,000.00	4,076.00	18.5
10-41-41 SURCHARGE: STREETS	33.50	66.20	394.00	327.80	16.8
10-41-42 SURCHARGE: PARKS & REC	33.50	66.20	394.00	327.80	16.8
10-41-50 FRANCHISE TAX	13,942.28	20,308.52	50,000.00	29,691.48	40.6
10-41-60 GOLD PANNING PERMITS/DONATION	740.00	890.00	7,000.00	6,110.00	12.7
10-41-70 BUSINESS LICENSES	125.00	6,675.00	7,000.00	325.00	95.4
10-41-80 SIGN PERMITS	50.00	100.00	100.00	.00	100.0
10-41-90 EXCAVATION PERMIT	.00	.00	100.00	100.00	.0
10-41-94 STREET CUT PERMIT	.00	.00	500.00	500.00	.0
10-41-96 FENCE PERMIT	.00	.00	280.00	280.00	.0
10-41-97 SPECIAL EVENTS PERMIT	.00	.00	1,400.00	1,400.00	.0
10-41-98 RESIDE/REROOF PERMIT	200.00	300.00	2,000.00	1,700.00	15.0
<b>TOTAL LICENSES</b>	<b>15,744.28</b>	<b>32,914.92</b>	<b>77,688.00</b>	<b>44,773.08</b>	<b>42.4</b>
<u>FEE INCOME</u>					
10-42-75 PLANNING & DEVELOPMENT FEES	.00	.00	2,000.00	2,000.00	.0
10-42-90 COPIES & FAXES	.00	30.80	200.00	169.20	15.4
<b>TOTAL FEE INCOME</b>	<b>.00</b>	<b>30.80</b>	<b>2,200.00</b>	<b>2,169.20</b>	<b>1.4</b>

TOWN OF FAIRPLAY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING APRIL 30, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>LAW ENFORCEMENT</u>					
10-45-05 TRAFFIC FINES	305.00	2,490.00	12,000.00	9,510.00	20.8
10-45-10 SURCHARGE: POLICE TRAINING	45.00	375.00	1,500.00	1,125.00	25.0
10-45-15 COURT COSTS	31.00	154.00	620.00	466.00	24.8
10-45-20 DEFAULT FEES	30.00	60.00	150.00	90.00	40.0
10-45-30 OTHER FINES	.00	.00	500.00	500.00	.0
10-45-80 VIN INSPECTIONS	30.00	87.50	300.00	212.50	29.2
10-45-90 MISCELLANEOUS	20.00	145.00	1,000.00	855.00	14.5
<b>TOTAL LAW ENFORCEMENT</b>	<b>461.00</b>	<b>3,311.50</b>	<b>16,070.00</b>	<b>12,758.50</b>	<b>20.6</b>
<u>INTEREST INCOME</u>					
10-46-05 INTEREST ON COLOTRUST	7.29	67.27	3,000.00	2,932.73	2.2
10-46-30 INTEREST ON CHECKING	24.75	161.77	425.00	263.23	38.1
<b>TOTAL INTEREST INCOME</b>	<b>32.04</b>	<b>229.04</b>	<b>3,425.00</b>	<b>3,195.96</b>	<b>6.7</b>
<u>MISCELLANEOUS INCOME</u>					
10-47-00 MISCELLANEOUS INCOME	12,189.50	22,230.32	5,000.00	( 17,230.32)	444.6
10-47-10 CEMETERY	.00	.00	300.00	300.00	.0
10-47-39 FOURTH OF JULY DONATIONS	.00	.00	8,000.00	8,000.00	.0
10-47-49 STREET LIGHTING	927.57	3,648.31	10,800.00	7,151.69	33.8
10-47-50 SUMMER CONCERT SERIES	.00	.00	5,000.00	5,000.00	.0
10-47-52 REAL COLORADO CHRISTMAS	.00	.00	500.00	500.00	.0
10-47-56 BURRO DAYS	3,565.00	4,080.00	50,000.00	45,920.00	8.2
10-47-59 BURRO DAYS RETAIL SALES	20.00	20.00	10,000.00	9,980.00	.2
10-47-62 501 MAIN - RENT & UTILITY	246.91	246.91	1,800.00	1,553.09	13.7
10-47-82 CAMPING PERMITS/FACILITY USE	442.70	462.70	100.00	( 362.70)	462.7
10-47-90 MISCELLANEOUS REVENUE-EVENTS	5,000.00	5,000.00	500.00	( 4,500.00)	1000.0
10-47-91 TOWN HALL - 901 MAIN	.00	.00	12,397.00	12,397.00	.0
<b>TOTAL MISCELLANEOUS INCOME</b>	<b>22,391.68</b>	<b>35,688.24</b>	<b>104,397.00</b>	<b>68,708.76</b>	<b>34.2</b>
<b>TOTAL FUND REVENUE</b>	<b>188,815.48</b>	<b>695,212.46</b>	<b>1,876,620.00</b>	<b>1,181,407.54</b>	<b>37.1</b>

TOWN OF FAIRPLAY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING APRIL 30, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
10-50-02 401(A) EMPLOYER MATCH	307.96	1,352.06	4,273.00	2,920.94	31.6
10-50-05 SALARIES -ADMIN./CLERK/TREASUR	10,340.00	43,576.57	132,426.00	88,849.43	32.9
10-50-11 SS/MEDICARE EXPENSE	815.28	3,424.68	10,268.00	6,843.32	33.4
10-50-12 UNEMPLOYMENT EXPENSE	32.00	134.41	403.00	268.59	33.4
10-50-13 EMPLOYEE HEALTH INSURANCE	2,991.85	10,909.99	28,940.00	18,030.01	37.7
10-50-14 WORKER'S COMPENSATION	.00	510.00	502.00	( 8.00)	101.6
10-50-15 EDUCATION	.00	1,712.43	4,500.00	2,787.57	38.1
10-50-16 ADMIN VEHICLE	276.92	1,058.23	3,600.00	2,541.77	29.4
10-50-20 TOWN HALL EXPENSE	.00	.00	30,994.00	30,994.00	.0
10-50-23 TOWN HALL EXPENSE - UTILITIES	504.02	2,140.78	6,000.00	3,859.22	35.7
10-50-25 TOWN HALL EXP - REPAIR & MAINT	5,228.78	5,516.28	7,000.00	1,483.72	78.8
10-50-27 TOWN HALL EXPENSE - SUPPLIES	154.81	456.35	1,200.00	743.65	38.0
10-50-30 OFFICE SUPPLIES	411.76	1,036.46	4,000.00	2,963.54	25.9
10-50-32 EQUIPMENT RENTAL	293.57	1,149.09	5,000.00	3,850.91	23.0
10-50-35 POSTAGE EXPENSE	111.95	289.55	650.00	360.45	44.6
10-50-40 BANK/CREDIT CARD FEES	29.00	138.00	948.00	810.00	14.6
10-50-55 BOARD OF TRUSTEE SALARY	120.00	225.00	1,800.00	1,575.00	12.5
10-50-57 TOWN ATTY LEGAL SERVICES	2,385.00	2,385.00	20,000.00	17,615.00	11.9
10-50-60 COMPUTER/SOFTWARE/SUPPORT	439.50	1,804.75	7,000.00	5,195.25	25.8
10-50-65 TELEPHONE/INTERNET	816.08	3,442.22	10,200.00	6,757.78	33.8
10-50-70 MISCELLANEOUS EXPENSE	652.08	3,135.00	6,000.00	2,865.00	52.3
10-50-75 CODIFICATION	.00	225.00	1,000.00	775.00	22.5
10-50-76 ESTIP AGREEMENT	.00	488.00	7,500.00	7,012.00	6.5
10-50-85 COVID EXPENSES	853.12	11,111.12	.00	( 11,111.12)	.0
<b>TOTAL ADMINISTRATION</b>	<b>26,763.68</b>	<b>96,220.97</b>	<b>294,204.00</b>	<b>197,983.03</b>	<b>32.7</b>
<u>COMMUNITY DEVELOPMENT</u>					
10-51-05 PROFESSIONAL FEES	2,643.00	7,003.00	20,000.00	12,997.00	35.0
10-51-10 EDUCATION/BENEVOLENCE (BOT)	.00	98.80	5,000.00	4,901.20	2.0
10-51-20 VISITOR CENTER	343.00	388.98	3,000.00	2,611.02	13.0
10-51-30 ADVERTISING AND MARKETING	112.24	610.14	15,000.00	14,389.86	4.1
10-51-34 TOWN BEAUTIFICATION	.00	2,745.00	10,000.00	7,255.00	27.5
10-51-35 TOWN CLEAN UP	.00	.00	9,000.00	9,000.00	.0
10-51-40 DUES AND MEMBERSHIPS	.00	554.00	500.00	( 54.00)	110.8
10-51-50 TGIFAIRPLAY EXPENSE	2,468.50	2,838.16	7,000.00	4,161.84	40.6
10-51-62 BURRO DAYS	2,469.70	3,979.70	47,000.00	43,020.30	8.5
10-51-70 MISCELLANEOUS EVENTS	29.98	62.06	8,000.00	7,937.94	.8
10-51-71 FIREWORKS/4TH OF JULY	7,000.00	7,000.00	12,000.00	5,000.00	58.3
10-51-74 REAL COLORADO CHRISTMAS	.00	.00	1,000.00	1,000.00	.0
10-51-75 DONATIONS	.00	.00	2,000.00	2,000.00	.0
10-51-80 FAIRPLAY FORWARD	.00	.00	10,000.00	10,000.00	.0
10-51-85 PROPERTY IMPROVEMENT INCENTIV	.00	.00	20,000.00	20,000.00	.0
10-51-86 850 HATHAWAY-BUS BARN	1,203.80	3,760.16	12,000.00	8,239.84	31.3
10-51-95 501 MAIN STREET	4,363.30	12,014.71	43,000.00	30,985.29	27.9
<b>TOTAL COMMUNITY DEVELOPMENT</b>	<b>20,633.52</b>	<b>41,054.71</b>	<b>224,500.00</b>	<b>183,445.29</b>	<b>18.3</b>

TOWN OF FAIRPLAY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING APRIL 30, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>JUDICIAL SYSTEM</u>					
10-53-02 401(A) EMPLOYER MATCH	8.72	35.82	123.00	87.18	29.1
10-53-05 MUNICIPAL JUDGE SALARY	648.62	2,478.65	8,432.00	5,953.35	29.4
10-53-10 COURT CLERK	293.45	1,114.37	3,782.00	2,667.63	29.5
10-53-11 SS/MEDICARE EXPENSE	71.88	274.68	934.00	659.32	29.4
10-53-12 UNEMPLOYMENT EXPENSE	2.82	10.78	37.00	26.22	29.1
10-53-13 EMPLOYEE HEALTH INSURANCE	86.19	313.99	2,586.00	2,272.01	12.1
10-53-14 WORKER'S COMPENSATION	.00	37.00	46.00	9.00	80.4
10-53-20 COURT ATTORNEY	.00	.00	500.00	500.00	.0
10-53-30 EDUCATION	.00	.00	500.00	500.00	.0
10-53-40 OPERATING EXPENSE	.00	.00	450.00	450.00	.0
10-53-50 DUES AND MEMBERSHIPS	.00	136.00	100.00	( 36.00)	136.0
<b>TOTAL JUDICIAL SYSTEM</b>	<b>1,111.68</b>	<b>4,401.29</b>	<b>17,490.00</b>	<b>13,088.71</b>	<b>25.2</b>
<u>PUBLIC SAFETY</u>					
10-54-01 POLICE SALARIES	16,952.21	66,375.48	213,379.00	147,003.52	31.1
10-54-05 PENSION CONTRIBUTION	1,949.48	7,580.53	20,271.00	12,690.47	37.4
10-54-09 SRO-CONTRACT PARK CO	.00	.00	20,000.00	20,000.00	.0
10-54-10 UNIFORMS AND ACCESSORIES	13.98	1,314.45	3,500.00	2,185.55	37.6
10-54-11 SS/MEDICARE EXPENSE	243.50	981.95	3,094.00	2,112.05	31.7
10-54-12 UNEMPLOYMENT EXPENSE	50.86	199.12	640.00	440.88	31.1
10-54-13 EMPLOYEE HEALTH INSURANCE	5,921.02	21,772.40	92,655.00	70,882.60	23.5
10-54-14 WORKER'S COMPENSATION	.00	9,772.00	15,000.00	5,228.00	65.2
10-54-15 FUEL	999.83	2,522.59	12,000.00	9,477.41	21.0
10-54-20 VEHICLE MAINTENANCE	567.54	4,306.98	8,000.00	3,693.02	53.8
10-54-24 PROFESSIONAL TRAINING EXPENSE	1,287.00	1,287.00	3,500.00	2,213.00	36.8
10-54-26 IN-SERVICE TRAINING EXPENSE	.00	.00	1,000.00	1,000.00	.0
10-54-28 VEHICLE RENTAL PAYMENT	2,381.42	9,574.36	28,869.00	19,294.64	33.2
10-54-30 RADAR & RADIO MAINTENANCE	395.79	612.84	1,000.00	387.16	61.3
10-54-32 AMMUNITION	.00	.00	500.00	500.00	.0
10-54-45 OPERATING SUPPLIES	73.69	704.14	1,000.00	295.86	70.4
10-54-50 EQUIPMENT EXPENSE	.00	.00	2,000.00	2,000.00	.0
10-54-55 TELEPHONE - POLICE LINE	52.50	1,075.17	5,000.00	3,924.83	21.5
10-54-60 MEMBERSHIPS - DUES	.00	.00	500.00	500.00	.0
10-54-65 COMPUTER/SOFTWARE/SUPPORT	1,290.00	3,963.00	5,000.00	1,037.00	79.3
10-54-75 INVESTIGATIVE SERVICES	18.58	18.58	3,500.00	3,481.42	.5
10-54-80 OFFICER RECRUITING	.00	98.50	500.00	401.50	19.7
10-54-87 LIABILITY INSURANCE	.00	10,217.18	8,394.00	( 1,823.18)	121.7
10-54-97 PUBLIC RELATIONS	50.00	50.00	500.00	450.00	10.0
<b>TOTAL PUBLIC SAFETY</b>	<b>32,247.40</b>	<b>142,426.27</b>	<b>449,802.00</b>	<b>307,375.73</b>	<b>31.7</b>

TOWN OF FAIRPLAY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING APRIL 30, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<b>PUBLIC WORKS</b>					
10-56-01 SALARIES	9,603.12	33,196.93	112,143.00	78,946.07	29.6
10-56-02 401(A) EMPLOYER MATCH	286.39	1,020.15	3,594.00	2,573.85	28.4
10-56-10 SEASONAL WAGES	.00	.00	10,000.00	10,000.00	.0
10-56-11 SS/MEDICARE EXPENSE	729.52	2,531.85	9,344.00	6,812.15	27.1
10-56-12 UNEMPLOYMENT EXPENSE	21.08	79.26	366.00	286.74	21.7
10-56-13 EMPLOYEE HEALTH INSURANCE	2,494.09	8,126.66	18,901.00	10,774.34	43.0
10-56-14 WORKER'S COMPENSATION	.00	6,053.50	6,394.00	340.50	94.7
10-56-15 FUEL	519.19	962.03	5,000.00	4,037.97	19.2
10-56-25 REPAIRS & MAINT - EQUIPMENT	1,886.28	7,942.18	15,000.00	7,057.82	53.0
10-56-30 TOOLS, MAT'L'S, & SUPPLIES	207.34	2,150.25	5,000.00	2,849.75	43.0
10-56-35 EDUCATION & TRAINING	.00	220.52	2,000.00	1,779.48	11.0
10-56-40 ELECTRIC STREET LIGHTS & SIGNS	1,054.56	2,117.59	4,000.00	1,882.41	52.9
10-56-45 TELEPHONE	175.00	776.27	2,100.00	1,323.73	37.0
10-56-50 MAINTENANCE BUILDING - UTILITY	990.32	3,917.77	8,600.00	4,682.23	45.6
10-56-60 VEHICLE RENTAL PAYMENT	2,041.84	7,653.60	21,420.00	13,766.40	35.7
10-56-70 STREET REPAIRS	1,089.14	3,515.45	150,000.00	146,484.55	2.3
10-56-82 TOWN SHOP BUILDING REPAIRS	.00	18.99	2,000.00	1,981.01	1.0
<b>TOTAL PUBLIC WORKS</b>	<b>21,097.87</b>	<b>80,283.00</b>	<b>375,862.00</b>	<b>295,579.00</b>	<b>21.4</b>
<b>PARKS &amp; RECREATION</b>					
10-58-30 TOOLS, MATERIALS, & SUPPLIES	15.99	99.97	4,000.00	3,900.03	2.5
10-58-41 PARKS UTILITIES	35.48	108.70	400.00	291.30	27.2
10-58-42 VAULT RESTROOMS MAINTENANCE	.00	.00	2,500.00	2,500.00	.0
10-58-50 CEMETERY EXPENSE	.00	274.81	300.00	25.19	91.6
10-58-86 FAIRPLAY RIVER PARK	.00	5,808.20	64,800.00	58,991.80	9.0
10-58-95 LAND LEASE PAYMENT	132,393.49	145,388.58	25,990.00	( 119,398.58)	559.4
<b>TOTAL PARKS &amp; RECREATION</b>	<b>132,444.96</b>	<b>151,680.26</b>	<b>97,990.00</b>	<b>( 53,690.26)</b>	<b>154.8</b>
<b>NON-DEPARTMENTAL EXPENDITURE</b>					
10-61-15 LIABILITY INSURANCE	.00	14,848.08	18,912.00	4,063.92	78.5
10-61-17 AUDIT FEES	.00	.00	4,375.00	4,375.00	.0
10-61-23 TREASURER'S FEES - MILL LEVY	423.56	1,517.42	4,000.00	2,482.58	37.9
10-61-25 PUBLISHING EXPENSE	23.22	90.81	1,500.00	1,409.19	6.1
10-61-30 DUES & MEMBERSHIPS	40.00	998.00	2,000.00	1,002.00	49.9
10-61-60 ABATEMENT	.00	.00	2,000.00	2,000.00	.0
<b>TOTAL NON-DEPARTMENTAL EXPEND</b>	<b>486.78</b>	<b>17,454.31</b>	<b>32,787.00</b>	<b>15,332.69</b>	<b>53.2</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>234,785.89</b>	<b>533,520.81</b>	<b>1,492,635.00</b>	<b>959,114.19</b>	<b>35.7</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>( 45,970.41)</b>	<b>161,691.65</b>	<b>383,985.00</b>	<b>222,293.35</b>	<b>42.1</b>



TOWN OF FAIRPLAY  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 4 MONTHS ENDING APRIL 30, 2021

CONSERVATION TRUST FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INTERGOVERNMENTAL REVENUES</u>					
20-44-10 COLORADO LOTTERY FUNDS	.00	1,128.18	4,000.00	2,871.82	28.2
TOTAL INTERGOVERNMENTAL REVE	.00	1,128.18	4,000.00	2,871.82	28.2
<u>INTEREST INCOME</u>					
20-46-50 INTEREST INCOME SAVINGS	.00	.00	12.00	12.00	.0
TOTAL INTEREST INCOME	.00	.00	12.00	12.00	.0
TOTAL FUND REVENUE	.00	1,128.18	4,012.00	2,883.82	28.1

TOWN OF FAIRPLAY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING APRIL 30, 2021

CONSERVATION TRUST FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATION EXPENSE</u>					
20-73-03 BASEBALL FIELD IMPROVEMENTS	.00	.00	5,000.00	5,000.00	.0
20-73-10 COHEN PARK - IMPROVEMENTS	.00	.00	1,000.00	1,000.00	.0
<b>TOTAL OPERATION EXPENSE</b>	<b>.00</b>	<b>.00</b>	<b>6,000.00</b>	<b>6,000.00</b>	<b>.0</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>.00</b>	<b>.00</b>	<b>6,000.00</b>	<b>6,000.00</b>	<b>.0</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>.00</b>	<b>1,128.18</b>	<b>( 1,988.00)</b>	<b>( 3,116.18)</b>	<b>56.8</b>

TOWN OF FAIRPLAY  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 4 MONTHS ENDING APRIL 30, 2021

INTERNAL SERVICE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
32-47-20 DEPT RENTAL PAYMENTS	6,465.10	24,881.56	71,708.00	46,826.44	34.7
TOTAL REVENUE	6,465.10	24,881.56	71,708.00	46,826.44	34.7
TOTAL FUND REVENUE	6,465.10	24,881.56	71,708.00	46,826.44	34.7

TOWN OF FAIRPLAY  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 4 MONTHS ENDING APRIL 30, 2021

INTERNAL SERVICE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
32-58-10 POLICE VEHICLES	.00	10,010.60	.00	( 10,010.60)	.0
32-58-30 PUBLIC WORKS VEHICLES	.00	.00	40,000.00	40,000.00	.0
TOTAL EXPENDITURES	.00	10,010.60	40,000.00	29,989.40	25.0
TOTAL FUND EXPENDITURES	.00	10,010.60	40,000.00	29,989.40	25.0
NET REVENUE OVER EXPENDITURES	6,465.10	14,870.96	31,708.00	16,837.04	46.9

TOWN OF FAIRPLAY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING APRIL 30, 2021

FAIRPLAY UTILITY ENTERPRISE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>WATER REVENUE</u>					
51-42-05 POTABLE WATER	32,211.80	126,229.42	400,000.00	273,770.58	31.6
51-42-20 LIEN REVENUE	299.96	3,752.17	.00	( 3,752.17)	.0
51-42-32 WATER FACILITY MAINTENANCE FEE	121.82	243.64	500.00	256.36	48.7
51-42-34 WATER METERS, PRV, PARTS	.00	298.54	1,000.00	701.46	29.9
51-42-36 PENALTY NON-COMPLIANCE	40.00	160.00	480.00	320.00	33.3
51-42-40 PLANT INVESTMENT FEES	.00	.00	7,500.00	7,500.00	.0
51-42-60 OTHER WATER REVENUE	.00	.00	1,000.00	1,000.00	.0
<b>TOTAL WATER REVENUE</b>	<b>32,673.58</b>	<b>130,683.77</b>	<b>410,480.00</b>	<b>279,796.23</b>	<b>31.8</b>
<u>WASTEWATER REVENUE</u>					
51-46-05 WW USER FEES	55,899.00	223,134.11	668,160.00	445,025.89	33.4
51-46-20 LIEN REVENUE	.00	2,102.51	.00	( 2,102.51)	.0
51-46-40 PLANT INVESTMENT FEES	.00	.00	8,351.00	8,351.00	.0
51-46-60 OTHER WASTEWATER REVENUE	.00	.00	100.00	100.00	.0
<b>TOTAL WASTEWATER REVENUE</b>	<b>55,899.00</b>	<b>225,236.62</b>	<b>676,611.00</b>	<b>451,374.38</b>	<b>33.3</b>
<u>INTEREST/FEE REVENUE</u>					
51-48-10 INTEREST ON INVESTMENTS	11.50	124.40	7,000.00	6,875.60	1.8
51-48-30 LATE FEES	611.78	2,568.74	12,000.00	9,431.26	21.4
<b>TOTAL INTEREST/FEE REVENUE</b>	<b>623.28</b>	<b>2,693.14</b>	<b>19,000.00</b>	<b>16,306.86</b>	<b>14.2</b>
<b>TOTAL FUND REVENUE</b>	<b>89,195.86</b>	<b>358,613.53</b>	<b>1,106,091.00</b>	<b>747,477.47</b>	<b>32.4</b>

TOWN OF FAIRPLAY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING APRIL 30, 2021

FAIRPLAY UTILITY ENTERPRISE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EMPLOYEE EXPENSES</u>					
51-70-01 SALARIES	13,659.95	50,455.10	199,954.00	149,498.90	25.2
51-70-02 401A EMPLOYER MATCH	524.78	1,710.86	6,459.00	4,748.14	26.5
51-70-11 SS/MEDICARE EXPENSE	1,050.37	3,868.19	15,388.00	11,519.81	25.1
51-70-12 UNEMPLOYMENT EXPENSE	37.94	143.05	603.00	459.95	23.7
51-70-13 EMPLOYMENT HEALTH INSURANCE	3,761.09	13,290.01	58,545.00	45,254.99	22.7
51-70-14 WORKER'S COMPENSATION	.00	5,520.50	4,424.00	( 1,096.50)	124.8
51-70-15 BOARD OF TRUSTEE SALARIES	80.00	150.00	1,200.00	1,050.00	12.5
<b>TOTAL EMPLOYEE EXPENSES</b>	<b>19,114.13</b>	<b>75,137.71</b>	<b>286,573.00</b>	<b>211,435.29</b>	<b>26.2</b>
<u>OFFICE/GENERAL EXPENSE</u>					
51-72-02 BANK/CREDIT CARD FEES	500.57	1,909.21	6,000.00	4,090.79	31.8
51-72-06 COMPUTER/SOFTWARE/SUPPORT-O	439.50	2,331.58	13,000.00	10,668.42	17.9
51-72-10 MISCELLANEOUS	3,551.44	3,551.44	1,000.00	( 2,551.44)	355.1
51-72-14 OFFICE SUPPLIES	109.74	930.04	3,500.00	2,569.96	26.6
51-72-18 POSTAGE EXPENSE	337.55	1,197.94	4,000.00	2,802.06	30.0
51-72-22 PUBLISHING EXPENSE	.00	.00	600.00	600.00	.0
51-72-26 TELEPHONE EXPENSE	186.61	878.40	4,500.00	3,621.60	19.5
51-72-30 TOWN HALL RENTAL PAYMENT	.00	.00	12,397.00	12,397.00	.0
51-72-34 UTILITIES-OFFICE	264.99	1,227.28	2,500.00	1,272.72	49.1
51-72-38 VEHICLE/EQUIP RENTAL TO ISF	2,041.84	7,653.60	21,420.00	13,766.40	35.7
51-72-42 VEHICLE MAINTENANCE/REPAIR	278.70	701.62	5,000.00	4,298.38	14.0
<b>TOTAL OFFICE/GENERAL EXPENSE</b>	<b>7,710.94</b>	<b>20,381.11</b>	<b>73,917.00</b>	<b>53,535.89</b>	<b>27.6</b>
<u>CONTRACTUAL FEES</u>					
51-73-20 AUDITOR FEES	.00	.00	4,375.00	4,375.00	.0
51-73-40 INSURANCE-PROPERTY/LIABILITY	.00	14,848.08	12,608.00	( 2,240.08)	117.8
51-73-60 LEGAL FEES	106.00	1,332.00	5,000.00	3,668.00	26.6
<b>TOTAL CONTRACTUAL FEES</b>	<b>106.00</b>	<b>16,180.08</b>	<b>21,983.00</b>	<b>5,802.92</b>	<b>73.6</b>

TOWN OF FAIRPLAY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING APRIL 30, 2021

FAIRPLAY UTILITY ENTERPRISE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>WATER - PLANT &amp; EQUIPMENT</u>					
51-74-10	.00	729.55	2,000.00	1,270.45	36.5
51-74-15	.00	1,975.24	5,000.00	3,024.76	39.5
51-74-17	4,500.00	13,500.00	6,000.00	( 7,500.00)	225.0
51-74-20	.00	.00	500.00	500.00	.0
51-74-25	.00	.00	3,000.00	3,000.00	.0
51-74-30	1,445.00	2,163.75	10,000.00	7,836.25	21.6
51-74-35	239.46	424.05	2,000.00	1,575.95	21.2
51-74-40	.00	.00	1,400.00	1,400.00	.0
51-74-45	.00	1,390.00	10,000.00	8,610.00	13.9
51-74-50	1,925.70	2,506.17	2,000.00	( 506.17)	125.3
51-74-55	31.68	477.72	1,000.00	522.28	47.8
51-74-60	.00	.00	500.00	500.00	.0
51-74-65	.00	577.66	10,000.00	9,422.34	5.8
51-74-70	243.10	788.90	2,500.00	1,711.10	31.6
51-74-75	23.00	144.00	2,500.00	2,356.00	5.8
51-74-80	27.99	512.29	2,000.00	1,487.71	25.6
51-74-85	.00	4,914.75	4,000.00	( 914.75)	122.9
51-74-90	.00	54.23	1,000.00	945.77	5.4
51-74-95	585.25	2,539.91	15,000.00	12,460.09	16.9
<b>TOTAL WATER - PLANT &amp; EQUIPMENT</b>	<b>9,021.18</b>	<b>32,698.22</b>	<b>80,400.00</b>	<b>47,701.78</b>	<b>40.7</b>
<u>WASTEWATER-PLANT &amp; EQUIPMENT</u>					
51-76-15	.00	.00	3,000.00	3,000.00	.0
51-76-20	.00	.00	30,000.00	30,000.00	.0
51-76-25	250.00	650.30	3,600.00	2,949.70	18.1
51-76-27	5,000.00	15,000.00	60,000.00	45,000.00	25.0
51-76-35	.00	.00	10,000.00	10,000.00	.0
51-76-40	239.44	424.00	2,000.00	1,576.00	21.2
51-76-45	.00	165.00	1,000.00	835.00	16.5
51-76-50	31.68	52.80	4,300.00	4,247.20	1.2
51-76-55	83.99	4,215.56	55,000.00	50,784.44	7.7
51-76-60	.00	.00	100,000.00	100,000.00	.0
51-76-65	130.00	763.00	6,000.00	5,237.00	12.7
51-76-70	.00	.00	2,000.00	2,000.00	.0
51-76-75	75.00	225.00	900.00	675.00	25.0
51-76-80	6,471.31	22,576.48	60,000.00	37,423.52	37.6
<b>TOTAL WASTEWATER-PLANT &amp; EQUIP</b>	<b>12,281.42</b>	<b>44,072.14</b>	<b>337,800.00</b>	<b>293,727.86</b>	<b>13.1</b>
<u>DEBT SERVICE</u>					
51-80-02	.00	.00	216,700.00	216,700.00	.0
51-80-04	.00	.00	97,341.00	97,341.00	.0
<b>TOTAL DEBT SERVICE</b>	<b>.00</b>	<b>.00</b>	<b>314,041.00</b>	<b>314,041.00</b>	<b>.0</b>

TOWN OF FAIRPLAY  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 4 MONTHS ENDING APRIL 30, 2021

FAIRPLAY UTILITY ENTERPRISE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL FUND EXPENDITURES	48,233.67	188,469.26	1,114,714.00	926,244.74	16.9
NET REVENUE OVER EXPENDITURES	40,962.19	170,144.27	( 8,623.00)	( 178,767.27)	1973.1



**MAYOR'S OPENING STATEMENT  
KB'S KAKERY & DOROTHY'S TAMALES  
HOTEL & RESTAURANT LIQUOR LICENSE**

MAYOR JUST:

I will now open the public hearing on the application of KB's Kakery and Dorothy's Tamales, for a new Hotel and Restaurant Liquor License at 331 Hwy 285, Units A and B, in Fairplay, Colorado.

The Fairplay Board of Trustees, acting as the local liquor licensing authority, has jurisdiction to conduct this public hearing under the Colorado Liquor and Beer Codes found at Title 44, Article 3 of the Colorado Revised Statutes and also under the provisions of the Town's Code. Notice of this hearing has been given as required by C.R.S. Section 44-3-311, and the Chair will make the publisher's affidavit and the posted notice a part of the record of this proceeding.

The purpose of this hearing is to consider whether a new Hotel and Restaurant Liquor License should be issued to the applicant. In considering that matter the Board will address the criteria set forth in C.R.S. § 44-3-312 and particularly the reasonable requirements of the neighborhood for the type of license for which application has been made and the desires of the adult inhabitants of the neighborhood.

The procedure to be followed in this case will be as follows:

1. The applicant, or the applicant's legal counsel, may give an opening statement.
2. Following the opening statement, if any, the applicant and any other persons supporting the application may present any evidence supporting issuance of the license.
3. At the conclusion of the applicant's case, any persons opposing the issuance of the license and any other persons entitled to be heard may present evidence.
4. The applicant may then present any rebuttal evidence.

All witnesses may be cross-examined by any party, counsel for any party or the members of the Authority.

Are there any objections to the jurisdiction of the Liquor Authority or to the form or substance of these proceedings?

Hearing none, the applicant will now present its case.

5/11/21  
U:\LIQUOR\KB'S KAKERY\KB'S OPENING STMT.DOCX

## MEMORANDUM

To: Mayor and Board of Trustees  
From: Kim Wittbrodt, Treasurer  
Date: May 17, 2021  
RE: KB's Kakery and Dorothy's Tamales License Application

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On April 8, 2021, Karen Bailey-Albers and Wayne Albers, Jr., owners of KB's Kakery and Dorothy's Tamales, submitted an application for a Hotel and Restaurant Liquor License for KB's Kakery and Dorothy's Tamales, 331 Hwy 285, Units A and B, in Fairplay, Colorado. The application was deemed complete, the appropriate fees were paid, and the application is set for public hearing before the Board of Trustees on May 17, 2021. Notice of Public Hearing was published in the Fairplay Flume on Friday, May 7, 2021 and posted on the property on May 6, 2021.

The results of the investigation of this application are as follows:

- A background check was completed on Karen Bailey-Albers and Wayne Albers, Jr., the results of which showed no criminal history.
- The building plans and specifications are a true representation of the facilities and the premises comply with applicable zoning, building, health, and fire regulations as related to commercial structures.
- Proof of possession of the premises has been provided.
- For purposes of determining the needs and desires of the neighborhood, the entire corporate limits of the Town of Fairplay have been determined to be the neighborhood. If approved, this liquor license would not appear to be a detriment to the neighborhood. Currently, there are four Hotel and Restaurant Liquor Licenses issued in the Town of Fairplay. It is staffs opinion that issuance of this license would not create an undue concentration of the same class of license, possibly increasing the need for law enforcement resources in Fairplay. There was a liquor license issued to a prior business in this location.

Staff finds that the application is complete, meets the requirements set forth in the Colorado Liquor Code and therefore recommends approval of the application for a Hotel and Restaurant Liquor License as applied for by Karen Bailey-Albers and Wayne Albers, Jr., owners of KB's Kakery and Dorothy's Tamales, 331 Hwy 285, Units A and B, in Fairplay, Colorado.

CC: Karen Bailey-Albers and Wayne Albers, Jr. via hand delivery and file

## NOTICE OF PUBLIC HEARING ON LIQUOR LICENSE APPLICATION

NOTICE IS HEREBY GIVEN that a public hearing will be held before the Board of Trustees of the Town of Fairplay, Colorado, in the Council Chambers of the Fairplay Town Hall, 901 Main Street, Fairplay, Colorado, on Monday, May 17, 2021, beginning at 6:00 p.m. or approximately thereafter. This hearing is on an application for a Hotel and Restaurant License for KB'S KAKERY & DOROTHY'S TAMALES, LLC, located at 331 US Hwy. 285, Unit A & B, Fairplay, Colorado, as submitted by Karen Bailey-Albers and Wayne Albers, Jr. The following information is provided:

APPLICATION REQUEST: Hotel & Restaurant License

LOCATION: 331 US Hwy. 285, Unit A & B, Fairplay, Colorado

DATE OF APPLICATION: April 8, 2021

DATE OF HEARING: May 17, 2021

APPLICANT: Owners, Karen Bailey-Albers & Wayne Albers, Jr.  
KB's KAKERY & DOROTHY'S TAMALES  
17271 US Hwy 24  
Hartsel, CO 80420

All interested parties are encouraged to attend. Further information can be obtained at the Clerk's Office, 901 Main Street, Fairplay, CO, or by calling (719) 836-2622.

For the Board of Trustees  
Town of Fairplay, Colorado

Kim Wittbrodt  
Town Treasurer

As per Section 12-47-311 C.R.S., Public notice - posting and publication, this notice is posted by sign in a conspicuous place on the premises for which this application has been made on or before Friday, May 7, 2021 and published in *The Fairplay Flume* on Friday, May 7, 2021.

**PARK COUNTY BOARD OF COMMISSIONERS PUBLIC HEARING LAND USE CASES**  
 May 25, 2021 at 9:30 A.M.  
 856 Castello Avenue, Fairplay AND via ZOOM

A public hearing will be held in person and electronically before the Park County Board of Commissioners. For more information please visit the Park County Website at [www.parkcounty.com](http://www.parkcounty.com) or call Park County at (719) 836-4201, or the Planning Department at (719) 836-4292 between the hours of 7:00 AM and 6:00 PM, Monday through Thursday.

**LAND USE PUBLIC HEARINGS:**  
**RIGHT-OF-WAY VACATION AND CONSOLIDATION CASE #19CAP-04**  
 Property is the Town of Jefferson on the northwest of Highway 285. Applicant is requesting the vacation of unbuilt and unused public rights-of-way within the town, and consolidation of all lots and vacated rights-of-way into parcels determined by current ownership.  
**APPLICANT:** Park County Planning and Zoning Department

**REZONING CASE #21ZON-01**  
 Property is the NE 1/4, SE 1/4, Section 26 T11 R76, addressed as 32900 Highway 9, Fairplay. The applicant is requesting to rezone the lots from Conservation/Recreation to Agricultural.  
**APPLICANTS:** Peter and Pamela Heinback

**REZONING CASE #21ZON-02**  
 Property is lots 1 - 7, Block 3, Town of Jefferson, plus part of vacated Bishop Street adjacent to lot 7, addressed as 47 Willard Street, Jefferson. The applicant is requesting to rezone the lots from Mixed Use to Commercial.  
**APPLICANT:** Travis Sirhal

**PLAT AMENDMENT CASE #20AMN-09**  
 Property is Outlets A and B, Indian Mountain Filing 23, addressed as 930 Ouray Trail, Comp. The applicant is requesting to make these into buildable lots.  
**APPLICANT:** Michael Moore

As published in the Park County Republican and Fairplay Pulse on May 7, 2021.

December 15, 2010  
 County of Recording:  
 Park  
 Recording Date of Deed of Trust:  
 December 16, 2010  
 Recording Information (Reception No. and/or Book/Page No.):  
 678201  
 Original Principal Amount:  
 \$87,831.00  
 Outstanding Principal Balance:  
 \$80,413.28  
 Pursuant to CRS §38-38-101(4)(i), you are hereby notified that the covenants of the deed of trust have been violated as follows: Failure to pay principal and interest when due together with all other payments provided for in the evidence and other documents secured by the deed of trust and violations thereof.  
**THE LIEN FORECLOSED MAY NOT BE A FIRST LIEN.**  
 LOT 19, 21, 22, 23, 24, 25, AND 37, BLOCK 27, PIKE-SAN ISABEL VILLAGE, COUNTY OF PARK, STATE OF COLORADO  
 Also known by street and number as: 913 Trout Street, Harris, CO 80449.  
**THE PROPERTY DESCRIBED HEREIN IS ALL OF THE PROPERTY CURRENTLY ENCLUMBERED BY THE LIEN OF THE DEED OF TRUST.**  
**NOTICE OF SALE**  
 The current holder of the Evidence of Debt secured by the Deed of Trust, described herein, has filed Notice of Election and Demand for sale as provided by law and

calls on their phone line at no charge. As published in the Park County Republican and Fairplay Pulse on May 7, 2021  
 (LEHLENE ASSISTANCE)

**NOTICE OF PUBLIC HEARING ON LIQUOR LICENSE APPLICATION**  
**NOTICE IS HEREBY GIVEN** that a public hearing will be held before the Board of Trustees of the town of Fairplay, Colorado, in the Council Chambers of the Fairplay Town Hall, 901 Main Street, Fairplay, Colorado, on Monday, May 17, 2021, beginning at 6:00 p.m. or approximately thereafter. This hearing is for an application for a hotel and restaurant license for KEYS KAKERY & DOROTHY'S TAMALES, LLC, located at 331 US Hwy. 285, Unit A & B, Fairplay, Colorado, as submitted by Karen Bailey-Albers and Wayne Albers.  
 Following information is provided:  
**APPLICATION REQUEST:** Hotel & Restaurant License  
**LOCATION:** 331 US Hwy. 285, Unit A & B, Fairplay, Colorado  
**DATE OF APPLICATION:** April 8, 2021  
**DATE OF HEARING:** May 17, 2021  
**APPLICANT:** Owners, Karen Bailey-Albers & Wayne Albers, Jr.  
 17271 US Hwy. 24  
 Harris, CO 80440  
 All interested parties are encouraged to attend. Further information can be obtained at the Clerk's Office, 901 Main Street, Fairplay, CO, or by calling (719) 836-2622.

For the Board of Trustees  
 Town of Fairplay, Colorado  
 Kim Whitroot  
 Town Treasurer

As published in the Park County Republican and Fairplay Pulse on May 7, 2021  
**(NOTICE OF PUBLIC HEARING)**

**NOTICE TO CREDITORS**  
 Estate of Craig Allen Brock, Deceased  
 Case No. 2020PR030039  
 All persons having claims against the above-named estate are required to present them to the personal representative or to District Court of Park County, Colorado on or before August 23, 2021, or the claims may be forever barred.  
 /s/ Whitney A. Hey  
 Christopher J. Aikin, # 51957  
 Whitney A. Hey, # 51575  
 Gina M. Volpe, # 54668  
 Attorneys for the Personal Representative  
 As published in the Park County Republican and Fairplay Pulse,  
 First Publication Date: May 7, 2021  
 Last Publication Date: May 7, 2023  
 (Case No. 2020PR030039)

**NOTICE TO CREDITORS**  
 Estate of Eartha Mae Mason, Deceased  
 Case Number 2021PR118  
 All persons having claims against the above named estate are required to present them to the personal representative or to District Court of Park County, Colorado on or before September 7, 2021, or the claims may be forever barred.  
 Marilyn Marie Foster  
 25 Blugy Whip Rd.  
 Bailey, CO 80421

As published in the Park County Republican and Fairplay Pulse on May 7, 2021

**INTEREST IN THE SUBJECT MATTER OF THIS ACTION**  
 Plaintiff: Tacie J. S. Hulbert, #33058, The Hulbert Law Office LLC  
 Case No. 21 CV 030010  
 The People of the State of Colorado  
 To the Defendants named above:  
 You are summoned and required to appear and defend against the claims of the Complainant filed with the Court in this section, by filing with the Clerk of this Court an answer or other response. You are required to file your answer or other response within thirty-five (35) days after service of this Summons upon you. Service of this summons shall be complete on the day of the last publication. A copy of the Complaint may be obtained from the Clerk of the Court.  
 If you fail to file your answer or other response to the Complaint in writing within thirty-five (35) days after the date of the last publication, judgment by default may be entered against you by the Court for the relief demanded in the Complaint, without any further notice to you.  
 This is an action to quiet the title of the plaintiffs in and to the real property situated in Park County, Colorado, more particularly described as:  
 LOT 504, REDHILL FOREST FILING 5, COUNTY OF PARK, STATE OF COLORADO, also known as 3806 Middle Fork Vista, Fairplay, Colorado 80440.  
 Dated: April 6, 2021  
**THE HULBERT LAW OFFICE, LLC**  
 By: Tacie J. S. Hulbert, #33058  
 As published in the Park County Republican and Fairplay Pulse,  
 First Publication Date: Apr. 16, 2021  
 Last Publication Date: May 14, 2021  
**(SUMMONS BY PUBLICATION)**

**SUMMONS BY PUBLICATION**  
 PURSUANT TO § 15-10-401, C.R.S., District Court, Park County, Colorado Plaintiff: WILDWOOD RECREATIONAL VILLAGE OWNERS ASSOCIATION, a Colorado non-profit corporation  
 Defendants: SANDI WILHELM; MICHELLE MILLER AS TREASURER FOR PARK COUNTY; UNKNOWN TENANT(S) IN POSSESSION  
 Attorneys for Plaintiff: WINZENBURG, LEFF, PURVIS & PAYNE, LLP  
 Case No. 2021CV030008  
**THE PEOPLE OF THE STATE OF COLORADO TO THE ABOVE NAMED DEFENDANT: SANDI WILHELM**  
 You are hereby summoned and required to appear and defend against the claims of the complainant filed with the court in this action, by filing with the clerk of this court an answer or other response. You are required to file your answer within 35 days after the service of this Summons upon you. Service of this summons shall be complete on the day of the last publication. A copy of the complaint may be obtained from the clerk of the court.  
 If you fail to file your answer or other response to the complaint in writing within 35 days after the date of the last publication, judgment by default may be rendered against you by the court for the relief demanded in the complaint without further notice.

As published in the Park County Republican and Fairplay Pulse on May 7, 2021

**TAX LIEN SALE NUMBER 120978**  
**NOTICE OF PURCHASE OF PROPERTY AT TAX LIEN SALE AND OF APPLICATION FOR ISSUANCE OF TREASURER'S DEED**  
 TO EVERY PERSON IN ACTUAL POSSESSION OR OCCUPANCY OF THE HEREIN DESCRIBED LAND, Lot or Premises, and to the Person in Whose Name the same was Taxed or Specially Assessed, and to all Persons Having Interest of Title of Record in or to the said Premises and to Whom It May Concern, and more especially to: JOHN D RANK and LARRY DEHRER  
 You and each of you are hereby notified that on the 27th day of October, 2012, the then County Treasurer of Park County, in the State of Colorado, sold at public tax lien sale to LARRY DEHRER the following described property situated in the County of Park, State of Colorado, to-wit:  
 Schedule Number: 19489  
**Legal Description: HARRIS PARK ESTATES UNIT 4 BLOCK 073 LOT 11**  
 and said County Treasurer issued a certificate of purchase therefor to LARRY DEHRER.  
 That said tax lien sale was made to satisfy the delinquent property (and special assessment) taxes assessed against said property for the year 2011.  
 That said property was taxed or specially assessed in the (name(s)) of JOHN D RANK for said year 2011.  
 That said LARRY DEHRER on the 13th day of April 2021, the present holder of said certificate (who) has made request upon the Treasurer of said County for a deed to said property.  
 That a Treasurer's Deed will be issued for said property to LARRY DEHRER at 2:00 o'clock p.m., on the 16th day of August 2021 unless the same has been redeemed. Said property may be redeemed from said sale at any time prior to the actual execution of said Treasurer's Deed.  
 Witness my hand this 19th day of April 2021  
 Michelle A. Miller  
 Park County Treasurer  
 Kathleen Wilson, Deputy II of Park County, Colorado  
 719-836-4242  
 As published in the Park County Republican and Fairplay Pulse,  
 First Publication Date: May 29, 2021  
 Last Publication Date: May 7, 2021  
 (120977)

As published in the Park County Republican and Fairplay Pulse on May 7, 2021

Last Publication Date: May 7, 2021  
 (60970)

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 TO EVERY PERSON IN ACTUAL POSSESSION OR OCCUPANCY OF THE HEREIN DESCRIBED LAND, Lot or Premises, and to the Person in Whose Name the same was Taxed or Specially Assessed, and to all Persons Having Interest of Title of Record in or to the said Premises and to Whom It May Concern, and more especially to: JOHN D RANK and LARRY DEHRER  
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 That said LARRY DEHRER on the 13th day of April 2021, the present holder of said certificate (who) has made request upon the Treasurer of said County for a deed to said property.  
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 You and each of you are hereby notified that on the 27th day of October, 2012, the then County Treasurer of Park County, in the State of Colorado, sold at public tax

As published in the Park County Republican and Fairplay Pulse on May 7, 2021

**AFFIDAVIT**

Regarding the Required Posting of Property:

**HEARING ON: HOTEL AND RESTAURANT LIQUOR LICENSE**

Property Address: 331 US HWY 285 UNIT A & B, Fairplay, CO 80440

I, Mason Green, hereby certify that I have posted the property located as stated above, with the proper notice for:

**Public Hearing before the Town Board on May 17, 2021.**

Date of Posting: 5/6/21

Date of Affidavit: 5/6/21



Town of Fairplay Staff



# Colorado Liquor Retail License Application

New License     New-Concurrent     Transfer of Ownership     State Property Only     Master file

- All answers must be printed in black ink or typewritten
- Applicant must check the appropriate box(es)
- Applicant should obtain a copy of the Colorado Liquor and Beer Code: [www.colorado.gov/enforcement/liquor](http://www.colorado.gov/enforcement/liquor)

1. Applicant is applying as a/an     Individual     Limited Liability Company     Association or Other  
     Corporation     Partnership (Includes Limited Liability and Husband and Wife Partnerships)

2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation    FEIN Number  
 KB's Bakery & Dorothy's Tamales LLC    82-0822929

2a. Trade Name of Establishment (DBA)    State Sales Tax Number    Business Telephone  
 KB's Bakery & Dorothy's Tamales    325716171    7198382533

3. Address of Premises (specify exact location of premises, include suite/unit numbers)  
 331 vs Hwy 285, Units A and B

City    County    State    ZIP Code  
 Fairplay    Park    CO    80440

4. Mailing Address (Number and Street)    City or Town    State    ZIP Code  
 PO Box 1086    Fairplay    CO    80440

5. Email Address  
 KBsBakery@gmail.com

6. If the premises currently has a liquor or beer license, you must answer the following questions

Present Trade Name of Establishment (DBA)	Present State License Number	Present Class of License	Present Expiration Date

Section A Nonrefundable Application Fees*	Section B (Cont.) Liquor License Fees*
<input checked="" type="checkbox"/> Application Fee for New License ..... <u>Waived</u> ..... \$1,550.00 <input type="checkbox"/> Application Fee for New License w/Concurrent Review ..... \$1,650.00 <input type="checkbox"/> Application Fee for Transfer ..... \$1,550.00	<input type="checkbox"/> Liquor-Licensed Drugstore (County) ..... \$312.50 <input type="checkbox"/> Lodging & Entertainment - L&E (City) ..... \$500.00 <input type="checkbox"/> Lodging & Entertainment - L&E (County) ..... \$500.00 <input type="checkbox"/> Manager Registration - H & R ..... \$75.00 <input type="checkbox"/> Manager Registration - Tavern ..... \$75.00 <input type="checkbox"/> Manager Registration - Lodging & Entertainment ..... \$75.00 <input type="checkbox"/> Manager Registration - Campus Liquor Complex ..... \$75.00 <input type="checkbox"/> Optional Premises License (City) ..... \$500.00 <input type="checkbox"/> Optional Premises License (County) ..... \$500.00 <input type="checkbox"/> Racetrack License (City) ..... \$500.00 <input type="checkbox"/> Racetrack License (County) ..... \$500.00 <input type="checkbox"/> Resort Complex License (City) ..... \$500.00 <input type="checkbox"/> Resort Complex License (County) ..... \$500.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (City) ..... \$160.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (County) ..... \$160.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (State) ..... \$160.00 <input type="checkbox"/> Retail Gaming Tavern License (City) ..... \$500.00 <input type="checkbox"/> Retail Gaming Tavern License (County) ..... \$500.00 <input type="checkbox"/> Retail Liquor Store License-Additional (City) ..... \$227.50 <input type="checkbox"/> Retail Liquor Store License-Additional (County) ..... \$312.50 <input type="checkbox"/> Retail Liquor Store (City) ..... \$227.50 <input type="checkbox"/> Retail Liquor Store (County) ..... \$312.50 <input type="checkbox"/> Tavern License (City) ..... \$500.00 <input type="checkbox"/> Tavern License (County) ..... \$500.00 <input type="checkbox"/> Vintners Restaurant License (City) ..... \$750.00 <input type="checkbox"/> Vintners Restaurant License (County) ..... \$750.00
<b>Section B      Liquor License Fees*</b> <input type="checkbox"/> Add Optional Premises to H & R ..... \$100.00 X _____ Total _____ <input type="checkbox"/> Add Related Facility to Resort Complex \$75.00 X _____ Total _____ <input type="checkbox"/> Add Sidewalk Service Area ..... \$75.00 <input type="checkbox"/> Arts License (City) ..... \$308.75 <input type="checkbox"/> Arts License (County) ..... \$308.75 <input type="checkbox"/> Beer and Wine License (City) ..... \$351.25 <input type="checkbox"/> Beer and Wine License (County) ..... \$436.25 <input type="checkbox"/> Brew Pub License (City) ..... \$750.00 <input type="checkbox"/> Brew Pub License (County) ..... \$750.00 <input type="checkbox"/> Campus Liquor Complex (City) ..... \$500.00 <input type="checkbox"/> Campus Liquor Complex (County) ..... \$500.00 <input type="checkbox"/> Campus Liquor Complex (State) ..... \$500.00 <input type="checkbox"/> Club License (City) ..... \$308.75 <input type="checkbox"/> Club License (County) ..... \$308.75 <input type="checkbox"/> Distillery Pub License (City) ..... \$750.00 <input type="checkbox"/> Distillery Pub License (County) ..... \$750.00 <input checked="" type="checkbox"/> Hotel and Restaurant License (City) ..... \$500.00 <input type="checkbox"/> Hotel and Restaurant License (County) ..... \$500.00 <input type="checkbox"/> Hotel and Restaurant License w/one opt premises (City) ..... \$600.00 <input type="checkbox"/> Hotel and Restaurant License w/one opt premises (County) ..... \$600.00 <input type="checkbox"/> Liquor-Licensed Drugstore (City) ..... \$227.50	

\* Note that the Division will not accept cash

Questions? Visit: [www.colorado.gov/enforcement/liquor](http://www.colorado.gov/enforcement/liquor) for more information

**Do not write in this space - For Department of Revenue use only**

**Liability Information**

License Account Number	Liability Date	License Issued Through (Expiration Date)	Total \$

## Application Documents Checklist and Worksheet

**Instructions:** This checklist should be utilized to assist applicants with filing all required documents for licensure. All documents must be properly signed and correspond with the name of the applicant exactly. All documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable. **Questions? Visit:** [www.colorado.gov/enforcement/liquor](http://www.colorado.gov/enforcement/liquor) for more information

Items submitted, please check all appropriate boxes completed or documents submitted	
<b>I.</b>	<b>Applicant information</b> <input checked="" type="checkbox"/> A. Applicant/Licensee identified <input checked="" type="checkbox"/> B. State sales tax license number listed or applied for at time of application <input checked="" type="checkbox"/> C. License type or other transaction identified <input type="checkbox"/> D. Return originals to local authority (additional items may be required by the local licensing authority) <input type="checkbox"/> E. All sections of the application need to be completed <input type="checkbox"/> F. Master file applicants must include the Application for Master File form DR 8415 and applicable fees to this Retail License Application
<b>II.</b>	<b>Diagram of the premises</b> <input checked="" type="checkbox"/> A. No larger than 8 1/2" X 11" <input checked="" type="checkbox"/> B. Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.) <input checked="" type="checkbox"/> C. Separate diagram for each floor (if multiple levels) <input checked="" type="checkbox"/> D. Kitchen - identified if Hotel and Restaurant <input checked="" type="checkbox"/> E. Bold/Outlined Licensed Premises
<b>III.</b>	<b>Proof of property possession (One Year Needed)</b> <input checked="" type="checkbox"/> A. Deed in name of the applicant (or) (matching question #2) date stamped / filed with County Clerk <input checked="" type="checkbox"/> B. Lease in the name of the applicant (or) (matching question #2) <input checked="" type="checkbox"/> C. Lease assignment in the name of the applicant with proper consent from the landlord and acceptance by the applicant <input checked="" type="checkbox"/> D. Other agreement if not deed or lease. (matching question #2)
<b>IV.</b>	<b>Background information (DR 8404-I) and financial documents</b> <input checked="" type="checkbox"/> A. Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors, partners, members) <input checked="" type="checkbox"/> B. Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved state vendor. <b>Do not complete fingerprint cards prior to submitting your application.</b> The Vendors are as follows: Identogo – <a href="https://uenroll.identogo.com/">https://uenroll.identogo.com/</a> Phone: 844-539-5539 (toll-free) Identogo FAQs: <a href="https://www.colorado.gov/pacific/cbi/identification-faqs">https://www.colorado.gov/pacific/cbi/identification-faqs</a> Colorado Fingerprinting – <a href="http://www.coloradofingerprinting.com">http://www.coloradofingerprinting.com</a> Appointment Scheduling Website: <a href="http://www.coloradofingerprinting.com/cabs/">http://www.coloradofingerprinting.com/cabs/</a> Phone: 720-292-2722 Toll Free: 833-224-2227  <input type="checkbox"/> C. Purchase agreement, stock transfer agreement, and/or authorization to transfer license <input type="checkbox"/> D. List of all notes and loans (Copies to also be attached)
<b>V.</b>	<b>Sole proprietor/husband and wife partnership (if applicable)</b> <input type="checkbox"/> A. Form DR 4679 <input type="checkbox"/> B. Copy of State issued Driver's License or Colorado Identification Card for each applicant
<b>VI.</b>	<b>Corporate applicant information (if applicable)</b> <input type="checkbox"/> A. Certificate of Incorporation <input type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Certificate of Authorization if foreign corporation (out of state applicants only)
<b>VII.</b>	<b>Partnership applicant information (if applicable)</b> <input type="checkbox"/> A. Partnership Agreement (general or limited). <input type="checkbox"/> B. Certificate of Good Standing
<b>VIII.</b>	<b>Limited Liability Company applicant information (if applicable)</b> <input type="checkbox"/> A. Copy of articles of organization <input checked="" type="checkbox"/> B. Certificate of Good Standing <input checked="" type="checkbox"/> C. Copy of Operating Agreement (if applicable) <i>na</i> <input checked="" type="checkbox"/> D. Certificate of Authority if foreign LLC (out of state applicants only) <i>na</i>
<b>IX.</b>	<b>Manager registration for Hotel and Restaurant, Tavern, Lodging &amp; Entertainment, and Campus Liquor Complex licenses when included with this application</b> <input type="checkbox"/> A. \$75.00 fee <input checked="" type="checkbox"/> B. Individual History Record (DR 8404-I) <input type="checkbox"/> C. If owner is managing, no fee required

Name <b>KB's Bakery &amp; Dorothy's Tamales</b>	Type of License <b>Hotel &amp; Rest</b>	Account Number
7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):		
a. Been denied an alcohol beverage license?		<input type="checkbox"/> <input checked="" type="checkbox"/>
b. Had an alcohol beverage license suspended or revoked?		<input type="checkbox"/> <input checked="" type="checkbox"/>
c. Had interest in another entity that had an alcohol beverage license suspended or revoked?		<input type="checkbox"/> <input checked="" type="checkbox"/>
If you answered yes to 8a, b or c, explain in detail on a separate sheet.		
9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail.		<input type="checkbox"/> <input checked="" type="checkbox"/>
10. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?		<input type="checkbox"/> <input checked="" type="checkbox"/>
Waiver by local ordinance? <input type="checkbox"/> <input checked="" type="checkbox"/>		
Other: _____		
11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.		<input type="checkbox"/> <input checked="" type="checkbox"/>
12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.		<input type="checkbox"/> <input checked="" type="checkbox"/>
13 a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016?		<input type="checkbox"/> <input checked="" type="checkbox"/>
13 b. Are you a Colorado resident?		<input checked="" type="checkbox"/> <input type="checkbox"/>
14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any <u>current</u> financial interest in said business including any loans to or from a licensee.		<input type="checkbox"/> <input checked="" type="checkbox"/>
15. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership, lease or other arrangement?		<input checked="" type="checkbox"/> <input type="checkbox"/>
<input type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____ a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease:		
Landlord <b>351 Hwy 285 LLC</b>	Tenant <b>KB's Bakery &amp; Dorothy's Tamales</b>	Expires <b>B-3-31-2022 A-7/31/2025</b>
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16.		<input type="checkbox"/> <input checked="" type="checkbox"/>
c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".		
16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.		
Last Name	First Name	Date of Birth   FEIN or SSN
Last Name	First Name	Date of Birth   FEIN or SSN
<b>Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.</b>		
17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: Has a local ordinance or resolution authorizing optional premises been adopted?		<input type="checkbox"/> <input checked="" type="checkbox"/>
Number of additional Optional Premise areas requested. (See license fee chart)		<input type="text"/>
18. For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.		
19. Liquor Licensed Drugstore (LLDS) applicants, answer the following: a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise? If "yes" a copy of license must be attached.		<input type="checkbox"/> <input checked="" type="checkbox"/>



Name <i>KB's Kellery &amp; Dorothy's Tanager</i>	Type of License <i>Hotel &amp; Rest</i>	Account Number		
<b>20. Club Liquor License applicants answer the following: Attach a copy of applicable documentation</b>				
a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
b. Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
c. How long has the club been incorporated?				
d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
<b>21. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:</b>				
a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
<b>22. Campus Liquor Complex applicants answer the following:</b>				
a. Is the applicant an institution of higher education?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
b. Is the applicant a person who contracts with the institution of higher education to provide food services? If "yes" please provide a copy of the contract with the institution of higher education to provide food services.		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
<b>23. For all on-premises applicants.</b>				
a. Hotel and Restaurant, Lodging and Entertainment, Tavern License and Campus Liquor Complex, the Registered Manager must also submit an Individual History Record - DR 8404-I and fingerprint submitted to approved State Vendor through the Vendor's website. See application checklist, Section IV, for details.				
b. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit a Manager Permit Application - DR 8000 and fingerprints.				
Last Name of Manager		First Name of Manager		
<b>24. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number.</b>				
		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
<b>25. Related Facility - Campus Liquor Complex applicants answer the following:</b>				
a. Is the related facility located within the boundaries of the Campus Liquor Complex? If yes, please provide a map of the geographical location within the Campus Liquor Complex. If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
b. Designated Manager for Related Facility- Campus Liquor Complex				
Last Name of Manager		First Name of Manager		
<b>26. Tax Information.</b>				
a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
<b>27. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.</b>				
Name <i>Karen S. Bailey-Albers</i>	Home Address, City & State <i>17271 US Hwy 24 Northsel CO</i>	DOB <i>6/15/70</i>	Position <i>owner</i>	%Owned <i>50</i>
Name <i>Wayne Albers, Jr.</i>	Home Address, City & State <i>17271 US Hwy 24 Northsel CO</i>	DOB <i>2/16/77</i>	Position <i>owner</i>	%Owned <i>50</i>
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
** If applicant is owned 100% by a parent company, please list the designated principal officer on above. ** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable) ** If total ownership percentage disclosed here does not total 100%, applicant must check this box: <input checked="" type="checkbox"/> Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.				

Name <i>KB's/Cakey &amp; Dorothy's Tavern</i>	Type of License <i>H+R</i>	Account Number
--	-------------------------------	----------------

**Oath Of Applicant**

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.

Authorized Signature <i>[Signature]</i>	Printed Name and Title <i>Karen S. Bailey-Albers, Owner</i>	Date <i>4/8/21</i>
--	--	-----------------------

**Report and Approval of Local Licensing Authority (City/County)**

Date application filed with local authority <i>4/8/21</i>	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application)
--	--

The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:

- Fingerprinted
- Subject to background investigation, including NCIC/CCIC check for outstanding warrants

That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license

(Check One)

- Date of inspection or anticipated date \_\_\_\_\_
- Will conduct inspection upon approval of state licensing authority

- |   |                          |                                     |
|---|--------------------------|-------------------------------------|
| <input type="checkbox"/> Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,000?                | Yes                      | No                                  |
|   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| <input type="checkbox"/> Is the Liquor Licensed Drugstore(LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,000?                 | Yes                      | No                                  |
|   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| <b>NOTE:</b> The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS. |                          |                                     |
| <input type="checkbox"/> Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period?                  | Yes                      | No                                  |
|   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. **Therefore, this application is approved.**

Local Licensing Authority for <i>Town of Fairplay</i>	Telephone Number <i>719 8362622</i>	<input checked="" type="checkbox"/> Town, City <input type="checkbox"/> County
--	--	---

Signature <i>[Signature]</i>	Print <i>Kim Wittbrodt</i>	Title <i>Treasurer</i>	Date <i>4/8/21</i>
Signature	Print <i>Mason Green</i>	Title <i>Asst Town Mgr</i>	Date

Unit A

will be  
Fenced/Barriade  
outside

← 34' →

↓ 60' ↓  
Dmg  
Dmg

← 16' →  
pitting wall

↕ 20' ↕

← 40' →

Printer  
Printer

Server rack

Office

Workbench

Unit B

Unit B  
Door

Bathroom

Fire  
Exit

Exit  
to  
Hallway

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF DOCUMENTS FILED**

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office, the attached documents are true and complete copies of all documents relating to the trade name:

KB's Kakery & Dorothy's Tamales

(Entity ID # 20171200309 )

filed by KB's Kakery & Dorothy's Tamales  
consisting of 10 pages as filed in this office.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 04/27/2021 that have been posted, and by documents delivered to this office electronically through 04/29/2021 @ 07:23:34 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 04/29/2021 @ 07:23:34 in accordance with applicable law. This certificate is assigned Confirmation Number 13134236 .



*Jena Griswold*

Secretary of State of the State of Colorado

\*\*\*\*\*End of Certificate\*\*\*\*\*

*Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."*



Colorado Secretary of State  
 Date and Time: 03/14/2017 10:11 AM  
 ID Number: 20171201203  
 Document number: 20171201203  
 Amount Paid: \$50.00

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**Articles of Organization**

filed pursuant to § 7-80-203 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name of the limited liability company is

KB's Kakery & Dorothy's Tamales

*(The name of a limited liability company must contain the term or abbreviation "limited liability company", "ltd. liability company", "limited liability co.", "ltd. liability co.", "limited", "l.l.c.", "llc", or "ltd.". See §7-90-601, C.R.S.)*

*(Caution: The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)*

2. The principal office address of the limited liability company's initial principal office is

Street address

331 U.S. Hwy. 285, Unit B  
*(Street number and name)*

Fairplay CO 80440  
*(City) (State) (ZIP/Postal Code)*  
United States  
*(Province - if applicable) (Country)*

Mailing address

(leave blank if same as street address)

*(Street number and name or Post Office Box information)*  
  
*(City) (State) (ZIP/Postal Code)*  
  
*(Province - if applicable) (Country)*

3. The registered agent name and registered agent address of the limited liability company's initial registered agent are

Name

(if an individual)

Bailey-Albers Karen Sue  
*(Last) (First) (Middle) (Suffix)*

or

(if an entity)

*(Caution: Do not provide both an individual and an entity name.)*

Street address

17271 U.S. Hwy. 24  
*(Street number and name)*

P.O. Box 511  
Hartsel CO 80449  
*(City) (State) (ZIP Code)*

Mailing address

(leave blank if same as street address)

*(Street number and name or Post Office Box information)*

\_\_\_\_\_  
(City) CO \_\_\_\_\_  
(State) (ZIP Code)

(The following statement is adopted by marking the box.)

The person appointed as registered agent has consented to being so appointed.

4. The true name and mailing address of the person forming the limited liability company are

Name  
(if an individual) Bailey-Albers Karen Sue  
(Last) (First) (Middle) (Suffix)

or

(if an entity) \_\_\_\_\_  
(Caution: Do not provide both an individual and an entity name.)

Mailing address 17271 U.S. Hwy. 25  
(Street number and name or Post Office Box information)  
P.O. Box 511  
Hartsel CO 80449  
(City) (State) (ZIP/Postal Code)  
United States  
(Province - if applicable) (Country)

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

The limited liability company has one or more additional persons forming the limited liability company and the name and mailing address of each such person are stated in an attachment.

5. The management of the limited liability company is vested in

(Mark the applicable box.)

one or more managers.

or

the members.

6. (The following statement is adopted by marking the box.)

There is at least one member of the limited liability company.

7. (If the following statement applies, adopt the statement by marking the box and include an attachment.)

This document contains additional information as provided by law.

8. (Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document is/are \_\_\_\_\_  
(mm/dd/yyyy hour:minute am/pm)

Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

9. The true name and mailing address of the individual causing the document to be delivered for filing are

<u>Bailey-Albers</u>	<u>Karen</u>	<u>Sue</u>	
<i>(Last)</i>	<i>(First)</i>	<i>(Middle)</i>	<i>(Suffix)</i>
<u>17271 U.S. Hwt. 24</u>			
<i>(Street number and name or Post Office Box information)</i>			
<u>P.O. Box 511</u>			
<u>Hartsel</u>	<u>CO</u>	<u>80449</u>	
<i>(City)</i>	<i>(State)</i>	<i>(ZIP/Postal Code)</i>	
<u></u>	<u>United States</u>		
<i>(Province – if applicable)</i>	<i>(Country)</i>		

*(If the following statement applies, adopt the statement by marking the box and include an attachment.)*

- This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

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Document number: 20181418888  
 Amount Paid: \$10.00

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**Periodic Report**

filed pursuant to §7-90-301, et seq. and §7-90-501 of the Colorado Revised Statutes (C.R.S)

ID number: 20171201203

Entity name: KB's Kakerly & Dorothy's Tamales

Jurisdiction under the law of which the  
 entity was formed or registered: Colorado

1. Principal office street address: 331 U.S. Hwy. 285, Unit B  
*(Street name and number)*

Fairplay CO 80440  
*(City) (State) (Postal/Zip Code)*  
United States  
*(Province – if applicable) (Country – if not US)*

2. Principal office mailing address:  
 (if different from above) PO Box 1086  
*(Street name and number or Post Office Box information)*

Fairplay CO 80440-1086  
*(City) (State) (Postal/Zip Code)*  
CO United States  
*(Province – if applicable) (Country – if not US)*

3. Registered agent name: (if an individual) Bailey-Albers Karen Sue  
*(Last) (First) (Middle) (Suffix)*

or (if a business organization) \_\_\_\_\_

4. The person identified above as registered agent has consented to being so appointed.

5. Registered agent street address: 331 US Hwy 285 Unit B  
*(Street name and number)*

PO Box 1086  
FAIRPLAY CO 80440  
*(City) (State) (Postal/Zip Code)*

6. Registered agent mailing address:  
 (if different from above) PO Box 1086  
*(Street name and number or Post Office Box information)*

PO Box 1086  
Fairplay CO 80440-1086  
*(City) (State) (Postal/Zip Code)*  
United States  
*(Province – if applicable) (Country – if not US)*



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**7. Name(s) and address(es) of the individual(s) causing the document to be delivered for filing:**

<u>Bailey-Albers</u>	<u>Karen</u>	<u>S</u>	
<small>(Last)</small>	<small>(First)</small>	<small>(Middle)</small>	<small>(Suffix)</small>
<u>331 US Hwy 285 Unit B</u>			
<small>(Street name and number or Post Office Box information)</small>			
<u>PO Box 1086</u>			
<u>FAIRPLAY</u>		<u>CO</u>	<u>80440</u>
<small>(City)</small>	<small>(State)</small>	<small>(Postal/Zip Code)</small>	
<u>CO</u>	<u>United States</u>		
<small>(Province – if applicable)</small>	<small>(Country – if not US)</small>		

*(The document need not state the true name and address of more than one individual. However, if you wish to state the name and address of any additional individuals causing the document to be delivered for filing, mark this box  and include an attachment stating the name and address of such individuals.)*

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 ID Number: 20171200309  
 Document number: 20171200309  
 Amount Paid: \$20.00

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**Statement of Trade Name of a Non-Reporting Entity**  
 filed pursuant to §7-71-103 and §7-71-107 of the Colorado Revised Statutes (C.R.S)

1. The person delivering this statement is an entity other than a reporting entity ("non-reporting entity").

2. *(Adopt the appropriate statement by marking the box and complete the field.)*

*(Caution: Mark only one box.)*

Such non-reporting entity is a general partnership.

The true name of at least one general partner of such general partnership is

(if an individual) \_\_\_\_\_  
(Last) (First) (Middle) (Suffix)

or

(if an entity) \_\_\_\_\_  
*(Caution: Do not provide both an individual and an entity name.)*

or

The non-reporting entity is not a general partnership and the true name of such non-reporting entity is  
KB's Kakery & Dorothy's Tamales

3. For such non-reporting entity delivering this statement, its form of entity and the jurisdiction under the law of which it is formed are

Form of entity Article 61 Limited Partnership  
 Jurisdiction Colorado

4. The principal address of such non-reporting entity is

Street address 17271 U.S. Hwy. 24  
(Street number and name)

Hartsel CO 80449  
(City) (State) (Postal/Zip Code)  
United States  
(Province - if applicable) (Country - if not US)

Mailing address P.O. Box 511  
(leave blank if same as street address) (Street number and name or Post Office Box information)

Hartsel CO 80449  
(City) (State) (Postal/Zip Code)  
United States  
(Province - if applicable) (Country - if not US)

5. The trade name under which such non-reporting entity transacts business or conducts activities or contemplates transacting business or conducting activities in this state is

KB's Kakery & Dorothy's Tamales

6. A brief description of the kind of business transacted or activities conducted or contemplated to be transacted or conducted in this state under such trade name is

Bakery, Sweets and Tamales

7. (If the following statement applies, adopt the statement by marking the box and include an attachment.)

This document contains additional information as provided by law.

8. (Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document are \_\_\_\_\_  
(mm/dd/yyyy hour:minute am/pm)

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This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is identified in this document as one who has caused it to be delivered.

9. The true name and mailing address of the individual causing this document to be delivered for filing are

<u>Bailey-Albers</u>	<u>Karen</u>	<u>Sue</u>	
<small>(Last)</small>	<small>(First)</small>	<small>(Middle)</small>	<small>(Suffix)</small>
<u>P.O. Box 511</u>			
<small>(Street number and name or Post Office Box information)</small>			
<hr/>			
<u>Hartsel</u>	<u>CO</u>	<u>80449</u>	
<small>(City)</small>	<small>(State)</small>	<small>(Postal/Zip Code)</small>	
<u>United States</u>			
<small>(Province – if applicable)</small>	<small>(Country – if not US)</small>		

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5. (If the following statement applies, adopt the statement by marking the box and include an attachment.)

This document contains additional information as provided by law.

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6. The true name and mailing address of the individual causing this document to be delivered for filing are

Bailey	Karen		
<small>(Last)</small>	<small>(First)</small>	<small>(Middle)</small>	<small>(Suffix)</small>
17271 US Hwy 24			
<small>(Street number and name or Post Office Box information)</small>			
PB#511			
Hartsel	CO	80449	
<small>(City)</small>	<small>(State)</small>	<small>(Postal/Zip Code)</small>	
Colorado	United States		
<small>(Province - if applicable)</small>	<small>(Country - if not US)</small>		

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 Document number: 20191250026  
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**Statement of Trade Name Renewal of a Person other than a Reporting Entity, a Domestic Limited Partnership or a Dissolved or Delinquent Reporting Entity, or a Converted Entity**  
 filed pursuant to §7-71-105 and §7-71-107 of the Colorado Revised Statutes (C.R.S)

1. The ID number of the statement of trade name to be renewed and the true name of the person transacting business in this state under the trade name are

ID number 20171200309  
*(Colorado Secretary of State ID number)*

True name  
 (if an individual) \_\_\_\_\_  
*(Last) (First) (Middle) (Suffix)*

**OR**

(other) KB's Kakery & Dorothy's Tamales  
*(Caution: Do not provide both an individual and an entity name.)*

2. The trade name under which such person transacts business in this state, as stated in such statement of trade name is

KB's Kakery & Dorothy's Tamales

3. The principal address of such person is

Street address 331 US Hwy 285, Unit B  
*(Street number and name)*

---

Fairplay CO 80440  
*(City) (State) (Postal/Zip Code)*

---

United States  
*(Country - if not US)*

Mailing address  
 (leave blank if same as street address) P.O. Box 1086  
*(Street number and name or Post Office Box information)*

---

Fairplay CO 80440-1086  
*(City) (State) (Postal/Zip Code)*

---

CO United States  
*(Province - if applicable) (Country - if not US)*

*(If the following statement applies, adopt the statement by marking the box.)*  
 The mailing address in the records of the Secretary of State is no longer different than the street address and is no longer required.

4. A brief description of the kind of business transacted or activities conducted or contemplated to be transacted or conducted in this state under such trade name is

KB's Kakery & Dorothy's Tamale

5. *(If the following statement applies, adopt the statement by marking the box and include an attachment.)*  
 This document contains additional information as provided by law.

**Notice:**

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6. The true name and mailing address of the individual causing this document to be delivered for filing are

Bailey	Karen	Sue	
<i>(Last)</i>	<i>(First)</i>	<i>(Middle)</i>	<i>(Suffix)</i>
331 US Hwy 285 UNIT B			
<i>(Street number and name or Post Office Box information)</i>			
PO Box 1086			
Fairplay	CO	80440-1086	
<i>(City)</i>	<i>(State)</i>	<i>(Postal/Zip Code)</i>	
	United States		
<i>(Province – if applicable)</i>	<i>(Country – if not US)</i>		

- (If the following statement applies, adopt the statement by marking the box and include an attachment.)*  
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 Date and Time: 03/24/2020 05:39 AM  
 ID Number: 20171200309  
 Document number: 20201263395  
 Amount Paid: \$5.00

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**Statement of Trade Name Renewal of a Person other than a Reporting Entity, a Domestic Limited Partnership or a Dissolved or Delinquent Reporting Entity, or a Converted Entity**  
 filed pursuant to §7-71-105 and §7-71-107 of the Colorado Revised Statutes (C.R.S)

1. The ID number of the statement of trade name to be renewed and the true name of the person transacting business in this state under the trade name are

ID number 20171200309  
*(Colorado Secretary of State ID number)*

True name  
 (if an individual) \_\_\_\_\_  
*(Last) (First) (Middle) (Suffix)*

**OR**

(other) KB's Kakery & Dorothy's Tamales  
*(Caution: Do not provide both an individual and an entity name.)*

2. The trade name under which such person transacts business in this state, as stated in such statement of trade name is

KB's Kakery & Dorothy's Tamales

3. The principal address of such person is

Street address 331 US Hwy 285, Unit B  
*(Street number and name)*

Fairplay CO 80440  
*(City) (State) (Postal/Zip Code)*

United States  
*(Province – if applicable) (Country – if not US)*

Mailing address P.O. Box 1086  
*(leave blank if same as street address) (Street number and name or Post Office Box information)*

Fairplay CO 80440-1086  
*(City) (State) (Postal/Zip Code)*

Colorado United States  
*(Province – if applicable) (Country – if not US)*

*(If the following statement applies, adopt the statement by marking the box.)*

- The mailing address in the records of the Secretary of State is no longer different than the street address and is no longer required.

4. A brief description of the kind of business transacted or activities conducted or contemplated to be transacted or conducted in this state under such trade name is

KB's Kakery & Dorothy's Tamale



5. *(If the following statement applies, adopt the statement by marking the box and include an attachment.)*  
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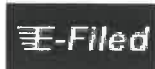
6. The true name and mailing address of the individual causing this document to be delivered for filing are

Bailey	Karen	Sue	
<small>(Last)</small>	<small>(First)</small>	<small>(Middle)</small>	<small>(Suffix)</small>
331 us Hwy 285 POB 1086			
<small>(Street number and name or Post Office Box information)</small>			
Fairplay	CO	80440	
<small>(City)</small>	<small>(State)</small>	<small>(Postal/Zip Code)</small>	
	United States		
<small>(Province – if applicable)</small>	<small>(Country – if not US)</small>		

- (If the following statement applies, adopt the statement by marking the box and include an attachment.)*  
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Colorado Secretary of State  
 Date and Time: 03/24/2021 09:53 AM  
 ID Number: 20171200309

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Document number: 20211288108  
 Amount Paid: \$5.00

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**Statement of Trade Name Renewal of a Person other than a Reporting Entity, a Domestic Limited Partnership or a Dissolved or Delinquent Reporting Entity, or a Converted Entity**  
 filed pursuant to §7-71-105 and §7-71-107 of the Colorado Revised Statutes (C.R.S)

1. The ID number of the statement of trade name to be renewed and the true name of the person transacting business in this state under the trade name are

ID number 20171200309  
*(Colorado Secretary of State ID number)*

True name  
 (if an individual) \_\_\_\_\_  
*(Last) (First) (Middle) (Suffix)*

**OR**

(other) KB's Kakery & Dorothy's Tamales  
*(Caution: Do not provide both an individual and an entity name.)*

2. The trade name under which such person transacts business in this state, as stated in such statement of trade name is

KB's Kakery & Dorothy's Tamales

3. The principal address of such person is

Street address 331 US Hwy 285 UNIT A&B  
*(Street number and name)*

Fairplay CO 80440  
*(City) (State) (Postal/Zip Code)*

United States  
*(Province - if applicable) (Country - if not US)*

Mailing address  
 (leave blank if same as street address) P.O. Box 1086  
*(Street number and name or Post Office Box information)*

Fairplay CO 80440-1086  
*(City) (State) (Postal/Zip Code)*

Colorado United States  
*(Province - if applicable) (Country - if not US)*

*(If the following statement applies, adopt the statement by marking the box.)*

The mailing address in the records of the Secretary of State is no longer different than the street address and is no longer required.

4. A brief description of the kind of business transacted or activities conducted or contemplated to be transacted or conducted in this state under such trade name is

KB's Kakery & Dorothy's Tamale

5. *(If the following statement applies, adopt the statement by marking the box and include an attachment.)*

This document contains additional information as provided by law.

**Notice:**

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that such document is such individual's act and deed, or that such individual in good faith believes such document is the act and deed of the person on whose behalf such individual is causing such document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S. and, if applicable, the constituent documents and the organic statutes, and that such individual in good faith believes the facts stated in such document are true and such document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is identified in this document as one who has caused it to be delivered.

6. The true name and mailing address of the individual causing this document to be delivered for filing are

Bailey	Katen	Sue	
<small>(Last)</small>	<small>(First)</small>	<small>(Middle)</small>	<small>(Suffix)</small>
PO Box 1086			
<small>(Street number and name or Post Office Box information)</small>			
<hr/>			
Fairplay	CO	80440	
<small>(City)</small>	<small>(State)</small>	<small>(Postal/Zip Code)</small>	
	United States		
<small>(Province – if applicable)</small>	<small>(Country – if not US)</small>		

*(If the following statement applies, adopt the statement by marking the box and include an attachment.)*

This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

**Disclaimer:**

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).

## Bill of Sale

**FOR AND IN CONSIDERATION OF** the sum of \$1.00 U.S. Dollars, inclusive with all sales tax, paid by Cash, the receipt of which is hereby acknowledged, Stanley R. Russell and Dorothy M. Russell (the "Seller") of 17271 US Hwy 24, Hartsel, Colorado 80449 **DOES HEREBY SELL, ASSIGN, AND TRANSFER** to Karen S Bailey-Albers and Wayne A. Albers, Jr. (the "Buyer") of PO Box 1086, Fairplay, Colorado 80440, the following described property (the "Property"):

Business named KB's Kakery & Dorothy's Tamales. Was co-owned by Karen Bailey-Albers, Wayne Albers, Jr, Stanley Russell & Dorothy Russell. Stanley Russell and Dorothy Russell are selling their shares.

The Property is being sold on an "**AS IS**" basis and the Seller explicitly disclaims all warranties, whether expressed or implied, including but not limited to, any warranty as to the condition of the Property. However, the Seller's above warranty disclaimer does not, in any way, affect the terms of any applicable warranties from the manufacturer of the Property.

The Buyer has been given the opportunity to inspect the Property, or alternatively, have the Property inspected. Additionally, the Buyer has accepted the Property in its existing condition.

Seller represents and warrants that Seller is the lawful owner of all Property, transferred hereunder, free and clear of all mortgages, liens or encumbrances of any nature whatsoever, and Seller shall indemnify, defend and hold Buyer harmless against such claims and demands.

In the event any dispute between the parties hereto should result in litigation or arbitration, the prevailing party shall be reimbursed for all reasonable costs in connection therewith, including, but not limited to, reasonable attorney's fees and defense costs. In no event shall either party be liable for incidental, consequential, indirect or special damages of any kind, including but not limited to loss of profit.

The terms of this Bill of Sale shall bind and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

The parties hereby agree to execute such other documents and perform such other acts as may be necessary or desirable to carry out the purposes of this Bill of Sale.

This Bill of Sale shall be signed by the Buyer and by the Seller, and shall be effective as of January 01, 2021.

**IN WITNESS WHEREOF, the parties have executed this Bill of Sale on January 01, 2021.**

By: Stanley R. Russell  
Stanley R. Russell

Date Signed: 01-01-21

By: Dorothy M. Russell  
Dorothy M. Russell

Date Signed: 01-01-21

By: Karen S Bailey-Albers  
Karen S Bailey-Albers

Date Signed: 01/01/21

By: Wayne A. Albers, Jr.  
Wayne A. Albers, Jr.

Date Signed: 01/01/21

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF GOOD STANDING**

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

KB's Kakery & Dorothy's Tamales

is a

Limited Liability Company

formed or registered on 03/14/2017 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20171201203 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 04/27/2021 that have been posted, and by documents delivered to this office electronically through 04/29/2021 @ 07:38:09 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 04/29/2021 @ 07:38:09 in accordance with applicable law. This certificate is assigned Confirmation Number 13134257 .



*Jena Griswold*

Secretary of State of the State of Colorado

\*\*\*\*\*End of Certificate\*\*\*\*\*  
*Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."*

**Kb's Bakery & Dorothy's Tamales**

PO Box 1086  
Fairplay, CO 80440-1086  
719.838.2533

1813


04/08 2021 88-957/1119

PAY TO THE ORDER OF Town of Fairplay

One thousand seven hundred & 75/100

\$ 1075 <sup>00</sup>/<sub>100</sub>

DOLLARS

 Security features are included. Details on back.

TBK Bank

OR liquidate free

[Signature]

⑈001813⑈ ⑆111909579⑆ 4623120⑈



## MEMORANDUM

**TO:** Mayor and Board of Trustees

**FROM:** Kim Wittbrodt, Treasurer

**RE:** Ordinance #3

**DATE:** 5/10/2021

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Agenda Item: Approval of Ordinance #3

This Ordinance amends the Town's previous Ordinance that eliminated the required distance from the school for Beer and Wine, Brew Pub and Hotel and Restaurant Liquor Licenses only. Because that Ordinance left out certain types of liquor licenses, numerous on-premise licenses would have had to be denied if they were within the 500 foot restriction from the school. This amended Ordinance creates a 100 foot restriction for all on-premise liquor licenses. The 100 foot restriction will still prohibit a few properties zoned Town Center and on Main Street from obtaining any type of liquor license. Those are Timberwolf Realty, the Rocky Mountain Rural Health building and the Swissaire Condo Complex.

Staff feels this change will benefit our downtown business district by not restricting the types of businesses that are able to open in the town center area. Staff recommends approval of this Ordinance. This will require a motion, a second and a roll call vote.

Please contact me with any questions.



**TOWN OF FAIRPLAY, COLORADO  
ORDINANCE 3-2021**

**AN ORDINANCE AMENDING CHAPTER 6-2-100 OF THE  
FAIRPLAY MUNICIPAL CODE CONCERNING  
ALCOHOLIC BEVERAGES**

**WHEREAS**, the Board of Trustees (“Board”) has adopted Article 6-2 of the Fairplay Municipal Code concerning alcoholic beverages; and

**WHEREAS**, pursuant to that article and the provisions in the CRS 44-3-301 *et seq.*, C.R.S., the Town may issue certain alcoholic beverage licenses; and

**WHEREAS**, pursuant to CRS 44-3-313(1)(d)(I), all classes of liquor licensed premises within the Town must be at least “five hundred feet from any public or parochial school or the principal campus of any college, university, or seminary;” and

**WHEREAS**, pursuant to CRS 44-3-313(1)(d)(III), Board is authorized to reduce or eliminate that distance limitation for any and all classes of licenses; and

**WHEREAS**, the Board wishes to reduce the five-hundred-foot distance requirement in CRS 44-3-313(1)(d)(I), for all on-premise liquor licenses that are within the Town.

**NOW THEREFORE BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO:**

**Section 1.** The amendment of Section 6-2-100 of the Fairplay Municipal Code to read as follows:

6-2-100 Distance Restrictions. The distance restrictions imposed by CRS 44-3-313(1)(d)(I), prohibiting the sale of alcoholic beverages within five hundred (500) feet of any public or parochial school or the principal campus of any college, university or seminary, are reduced to one hundred (100) feet for all retail establishments approved for on-premise consumption licenses within the Town of Fairplay.

**Section 2.** If any clause, sentence or paragraph or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect the application to other persons or circumstances.

**Section 3.** This Ordinance shall become effective thirty (30) days after publication.

**ORDAINED, APPROVED AND ADOPTED THIS 17TH DAY OF MAY 2021.**

\_\_\_\_\_  
Frank Just, Mayor

\_\_\_\_\_  
Tina Darrah, Town Clerk



## MEMORANDUM

TO: Town of Fairplay Board of Trustees

FROM: Mason Green, Assistant Town Administrator and Public Works Director

RE: Acceptance of Colorado Health Foundation Grant for the Cohen Park Project

DATE: April 28, 2021

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As you know the Town has been selected as the recipient of \$195,698 in grant monies from the Colorado Health Foundation's Intergenerational/Family Physical Activity program with \$0 in match monies required from the Town. Approval of Resolution No. 11 will approve the grant contract and will require a motion, a second and a roll call vote.

**TOWN OF FAIRPLAY, COLORADO**

**RESOLUTION NO. 11  
Series of 2021**

**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, AUTHORIZING THE EXECUTION OF A GRANT CONTRACT WITH THE COLORADO HEALTH FOUNDATION FOR THE COHEN PARK PROJECT IN THE TOWN OF FAIRPLAY, COLORADO.**

**WHEREAS**, the Town Board of Trustees is committed to ensuring a safe, accessible and intergenerational play area at Cohen Park; and,

**WHEREAS**, the Town Board of Trustees instructed staff to address the lack of infrastructure at Cohen Park; and

**WHEREAS**, the Town Board of Trustees desires to enter into the grant contract with the Colorado Health Foundation for the Cohen Park Project and receive \$195,698 in grant monies.

**NOW THEREFORE, BE IT RESOLVED THAT THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO**, that the Mayor is authorized to approve this contract between the Town of Fairplay and The Colorado Health Foundation as described in the contract, attached hereto, and to execute the same on behalf of the Town.

**RESOLVED, APPROVED, and ADOPTED** this 17<sup>th</sup> day of May, 2021.

TOWN OF FAIRPLAY, COLORADO

(Seal)

\_\_\_\_\_  
Frank Just, Mayor

ATTEST:

\_\_\_\_\_  
Tina Darrah, Town Clerk



The Colorado Health Foundation™

## GENERAL, GRANTS TERMS, CONDITIONS, AND UNDERSTANDINGS

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**Title of Project:**

Cohen Park Intergenerational Wellness and Play Area

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**Grant ID# 20114**


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**Purpose of Project:**

Make Cohen Park an intergenerational wellness and play area where infrastructure is in good repair, is accessible to all persons and offers opportunities to every age group for wellness and play.

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**Grantee Organization:**

Town of Fairplay  
PO Box 267  
Fairplay, CO 80440

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**Checks to be Made Payable to:**

Town of Fairplay  
PO Box 267  
Fairplay, CO 80440

Tax Identification Number: 84-6000662

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**Amount of Grant Awarded:**

\$ 195,698 over a 18-month period

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**Period for Which Support is Granted:**

*From May 01, 2021 Through October 31, 2022*

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**Contingencies, if any:**


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**Special Provisions, if any:**

- Grantee to allow TCHF staff or consultants access to the project throughout the grant period to capture multimedia both pre and post project. This multimedia would only be used by TCHF to demonstrate impact of the grant. TCHF will work with the grantee to obtain any necessary client releases for distribution purposes.

- Grantee agrees to install playground signage provided by the Colorado Health Foundation to acknowledge support of this grant funding.

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**Key Grantee Activities and Target Milestones:**

- May 2021: Finalize playground designs with feedback from the community.
  - June 2021: Begin construction of the playground, including removal of existing equipment.
  - September 2021: Complete construction of the playground.
  - October 2021: Market the opening of the new playground to the residents of Fairplay and Park County.
-




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**Intended Measurable Reach to be Reported on the Anticipated Number Served, if any:**

Year 1 Anticipated Number Served: 693

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**Payment and Requirement Schedule**

Requirement Due Date	Requirement	Payment Amount	Approximate Payment Schedule
May 06, 2021	Executed Agreement	\$195,698	May 13, 2021
December 01, 2022	Final Report		

*Payments are contingent upon receipt and approval of the associated requirements.*

The Foundation uses an online system to receive reports and other requirements. Please visit [www.coloradohealth.org](http://www.coloradohealth.org) for more information

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<p><b>*Project Contact</b> (please correct the information below if necessary)</p> <p>Mr. Mason Green Assistant Town Administrator/Public Works Director Town of Fairplay PO Box 267 901 Main Street Fairplay, CO 80440</p>	<p><b>**Grantee Organization Primary Signatory</b> (please correct the information below if necessary)</p> <p>Tina Darrah Town Administrator Town of Fairplay PO Box 267 901 Main Street Fairplay, CO 80440</p>
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\*The project contact is the individual directly responsible for developing the proposed activity, its implementation, and day-to-day direct supervision of the project. The email associated with the project contact will be added to the Foundation's email distribution list upon grant approval. To opt out of the email distribution list please notify the Foundation by emailing [grants@coloradohealth.org](mailto:grants@coloradohealth.org).

\*\*The organization primary signatory is the CEO/Executive Director of the grantee organization.



The Colorado Health Foundation is awarding this Grant to the above named organization (“Grantee”) and Grantee agrees to, the following:

1. Tax Exempt Status. Grantee represents that:
  - a. To provide current and appropriate documentation if organization is a government supported agency, such as school, museum, library or government agency or department.
  - b. To provide The Colorado Health Foundation with immediate written notification of any changes in the organization’s tax-exempt status.

2. Expenditure of Funds

This Agreement (together with any income earned upon investment of Grant funds) is made for the purpose outlined herein and may not be expended for any other purpose without The Colorado Health Foundation’s prior written approval. If the Grant is intended to support a specific project or for a specific period, any portion of the Grant unexpended at the completion of the project or the end of the period specified above on Page 1 (the “Grant Period”) shall be returned immediately to The Colorado Health Foundation. With prior written approval from The Colorado Health Foundation the Grant Period may be extended in order to reach the anticipated outcomes. Requests should be submitted using the form and instructions found at [www.ColoradoHealth.org](http://www.ColoradoHealth.org) in the “For Grantees” section.

3. Prohibited Use of Funds

Grantee will not permit any Grant funds or income derived from such funds to be used for “political expenditures” as defined in Section 4955 of the Code, including but not limited to participation or intervention in a political campaign for a public office.

This grant is not in any way earmarked to support or carry on any lobbying or voter registration drive. Grantee intends to expend at least the amount of this grant on project non-lobbying and non-voter registration activities in Grantee’s current fiscal year.

Grantee represents that it is knowledgeable about Executive Order 13224 and the USA Patriot Act of 2001 and Grantee will not permit any Grant funds or income derived from such funds to be expended or re-granted so as to benefit any person or organization with ties to terrorists.

4. Anti-Discrimination Expectations

Grantee will not willfully discriminate against a particular class of individuals and will abide by all applicable local, state, and federal anti-discrimination laws in hiring, employment practices and when providing services.



5. No Assignment or Delegation  
Grantee may not assign or otherwise transfer its rights or delegate any of its obligations under this Agreement without the prior written approval of The Colorado Health Foundation.
  
6. Records and Reports  
Grantee must keep a record of all receipts and expenditures relating to this Agreement and to provide The Colorado Health Foundation with a written report summarizing the project promptly following the end of the Grant Period. The Colorado Health Foundation may also require interim reports. Grantee reports should describe progress achieving the Grant Purposes (including progress toward measurable results and Key Grantee Activities and Target Milestones outlined above on Page 1) and include a detailed accounting of the uses or expenditure of all Grant funds. Grantee also agrees to provide any other information reasonably requested by The Colorado Health Foundation. If Grantee obtains any audited financial statements covering any part of the period of this Agreement, copies of such statements shall be provided to The Colorado Health Foundation promptly after receipt. Grantee must keep the financial records with respect to the Grant and this Agreement, along with copies of any reports submitted to The Colorado Health Foundation, for at least four years following the year in which all Grant funds are fully expended.
  
7. Required Notification  
Grantee must provide The Colorado Health Foundation with immediate written notification of: (1) its inability to expend the Grant funds for the Grant Purposes; or (2) any expenditure of Grant funds for any purpose other than the Grant Purposes; and, (3) any other breach by Grantee of this Agreement.
  
8. Reasonable Access for Evaluation and Oversight  
The Colorado Health Foundation incorporates evaluation into its charitable grant-making so that it and the Grantee can understand the impact of the Grant and how to improve the impact of the charitable grant-making moving forward, and for the benefit of other Grantees and for the State of Colorado. As a condition to the receipt of this Grant, Grantee agrees to comply with and to participate in any requests from The Colorado Health Foundation to conduct an evaluation of the effectiveness of this grant (the "Evaluation") either individually with the Grantee or with multiple grantees as part of a broader strategy of The Colorado Health Foundation, including but not limited to follow-up reporting and/or additional activities above and beyond those listed in the Payment and Requirements section of this Agreement.

Grantee will permit The Colorado Health Foundation and its representatives, at its request, to have reasonable access during regular business hours to its files, records, accounts, personnel and clients, or other beneficiaries for the purpose of making such financial audits, verifications, or program evaluations as The Colorado Health





Foundation deems necessary or appropriate concerning the Grant and to discuss Grantee's programs, procedures and operations with Grantee's personnel.

9. Research Involving Human Subjects:

If the Grant is to be used in whole or in part for research involving human subjects, Grantee hereby certifies that Grantee, applying the ethical standards and the criteria for approval of grants set forth in its Internal Review Boards and professional oaths, has determined that the human subjects involved in this Grant will not experience risk over and above that involved in the normal process of care and are likely to benefit from the proposed research program.

10. Publicity:

The Colorado Health Foundation encourages Grantee to publicize information concerning the Grant in the Grantee's newsletters, annual reports, press releases, website, social media and other relevant media. If the Grantee has received these funds for "General Operating Support," The Colorado Health Foundation expects to be acknowledged as a sponsor for major events by the inclusion of The Colorado Health Foundation's logo in the event promotional materials and print collateral. For more information and resources regarding the publicity of your grant, please visit [www.coloradohealth.org/communicating-about-your-grant](http://www.coloradohealth.org/communicating-about-your-grant).

Without further notice to or consent from Grantee, The Colorado Health Foundation may include information regarding this Agreement and/or Grant, the amount and purpose of the Grant and photographs, logo or trademark, and other published/printed information or materials (provided by Grantee) and its activities, on The Colorado Health Foundation's communications channels, such as blog posts, newsletters, press releases, website and social media.

11. Colorado Charitable Solicitations Act

Grantee represents that it is aware of and in compliance with the Colorado Charitable Solicitations Act governing fundraising in Colorado.

12. Right to Modify or Revoke

The Colorado Health Foundation reserves the right to discontinue, modify or withhold any payments to be made under this Agreement or to require a total or partial refund of any Grant funds if, in The Colorado Health Foundation's sole judgment, such action is necessary or prudent: (1) because the Grantee has not fully complied with the terms and conditions of this Agreement; (2) to protect the purpose and objectives of this Agreement or any other charitable interest of The Colorado Health Foundation; or (3) to comply with the requirements of any law or regulation applicable to Grantee, The Colorado Health Foundation, or this Grant.



13. Termination

The Colorado Health Foundation's obligations under this Agreement shall automatically terminate in the event of the insolvency, receivership, bankruptcy filing, or dissolution of Grantee.

In addition to its right of revocation under Paragraph 12 above, The Colorado Health Foundation may terminate this Agreement at any time by giving Grantee at least 30 days of written notice. Upon termination of this agreement for any reason, all payments by The Colorado Health Foundation to Grantee shall cease at such time as may be determined by The Colorado Health Foundation.

Termination or revocation of this Agreement by The Colorado Health Foundation will not terminate Grantee's obligations under this Agreement with respect to Grant funds expended or otherwise not returned to The Colorado Health Foundation. Grantee's obligations under Paragraphs 6, 8, 10 and 16 shall also survive termination of this Agreement.

14. Special Conditions and Reporting

Grantee will submit reports to The Colorado Health Foundation according to the reporting schedule set forth on page one of this Agreement.

The Colorado Health Foundation requires grantees to share any public opinion research conducted with foundation funds. Public opinion research includes both qualitative and quantitative methods to learn about the thoughts, perceptions, or beliefs of the general public, including but not limited to focus groups, ethnography, online surveys, and telephone polling. Grantees should plan to share the results of this research, including findings and reports, with the foundation. The Colorado Health Foundation will not share the research without permission from the grantee.

15. Amendment

This Agreement may be amended, supplemented or extended only by written communication signed by The Colorado Health Foundation.

16. No Partnership Agency or Third Party Beneficiaries

Nothing contained in this Agreement shall create or be deemed to create a partnership or agency between The Colorado Health Foundation and Grantee and nothing contained in this Agreement shall be deemed to give rise to any rights or benefits to third parties not a party to this Agreement.

17. Intellectual Property

(a) Grantee represents and warrants that it owns or has the right to use all intellectual property that will be employed by Grantee or its agents in the performance of this Agreement, including without limitation, Grantee's obligations under subsection (c) below.

(b) All works and matters created or discovered through the performance of this Agreement, including but not limited to, implementation methodologies, best

practices guides and training curricula (the "Work"), are owned by the Grantee provided, however, that the Work may be used by Grantee only in furtherance of charitable purposes (i.e., activities recognized by the IRS as charitable and not resulting in "unrelated business taxable income" as defined in Section 512 of the Code), unless otherwise agreed in writing by The Colorado Health Foundation.

(c) Grantee hereby grants to The Colorado Health Foundation a nonexclusive, irrevocable, perpetual, worldwide, fully transferable, royalty-free license to (i) the Work, to make, use, sell, license to others, reproduce, create derivative works of, publish, republish, distribute, perform and display the Work in any current or future form and for any purpose in furtherance of charitable purposes, and (ii) any other intellectual property incorporated into or used in connection with the Work to the extent reasonably necessary to enable The Colorado Health Foundation to use and practice the licensed Work. The license herein granted to The Colorado Health Foundation shall vest without any further action on the part of Grantee. Without the prior written consent of The Colorado Health Foundation, Grantee will not enter into any agreement with a third party that would restrict Grantee's ability to perform its obligations under this subsection (c).

18. Disclaimer

Nothing contained herein, including the required reporting and review procedures, shall be construed as a warranty, representation, or approval by The Colorado Health Foundation that the services rendered by Grantee are adequately or properly rendered on either an individual or program-wide basis. Grantee shall have sole responsibility for all damages, costs, fines, attorneys' fees, or liabilities of any kind or nature arising from any claims, demands or suits resulting from the Grantee's performance or failure to perform under this Agreement.

19. Controlling Document

The terms and conditions of this Agreement shall be the controlling document between The Colorado Health Foundation and Grantee. All verbal communication, notes, minutes or other documentation of The Colorado Health Foundation shall be deemed merged into this Agreement. In making this Grant, The Colorado Health Foundation has relied on the information and representations submitted to The Colorado Health Foundation by Grantee and Grantee represents that all such information and representations are true and complete.

20. Future Funding

Grantee acknowledges that, except as expressly provided in this Agreement, The Colorado Health Foundation has no obligation to Grantee with respect to any additional or future funding.

21. Counterparts; Electronic Signature

This Agreement may be signed in multiple counterparts, which may be signed by the parties separately, but together shall constitute a single agreement. The counterparts of this Agreement may be executed and delivered by facsimile, email, other means of electronic transmission, or other electronic signature and shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement.

*[Signature Page Follows]*



---

Amy Latham  
Chief Impact Officer  
The Colorado Health Foundation

---

Date

The undersigned certify that they are duly authorized officers of Grantee and, as such, are authorized to accept this contract on behalf of Grantee, to obligate the Grantee to observe all of the terms and conditions placed on this Agreement, and in connection with this Agreement to make, execute, and deliver on behalf of the Grantee all agreements, representations, receipts, reports, and other instruments of every kind.

ACCEPTED AND AGREED TO:

---

CEO/Executive Director of Town of Fairplay (typed/printed name)

---

CEO/Executive Director (signature)

---

Date



## MEMORANDUM

TO: Town of Fairplay Board of Trustees

FROM: Mason Green, Assistant Town Administrator and Public Works Director

RE: Park County Comprehensive Emergency Operations Plan

DATE: April 28, 2021

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This is an updated County wide Comprehensive Emergency Operations Plan which "...provides general guidelines and principles for planning, managing and coordinating the overall preparedness, response, recovery and mitigation activities "...and "Ensure(s) a coordinated response by local, state and federal governments in managing emergencies or disasters in order to save lives, prevent injuries, protect property, and to protect the environment."

If the Town wishes to remain eligible for FEMA funds, in the case of a disaster, it is required that we participate in this plan. The last time this document was updated was in 2018.

Staff recommends approval of Resolution No. 12 which will require a motion, a second and a voice vote.

**TOWN OF FAIRPLAY, COLORADO**

**RESOLUTION NO. 12  
Series of 2021**

**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, AUTHORIZING THE SIGNING OF, AND PARTICIPATION IN, THE 2021 PARK COUNTY COMPREHENSIVE EMERGENCY OPERATIONS PLAN.**

**WHEREAS**, the Town Board of Trustees is committed to ensuring a safe, prepared and resilient community; and,

**WHEREAS**, the Town Board of Trustees sees the value in participating in a regional emergency operations plan; and

**WHEREAS**, the Town Board of Trustees desires to participate in the 2021 Park County Comprehensive Emergency Operations Plan.

**NOW THEREFORE, BE IT RESOLVED THAT THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO**, that the Mayor is authorized to sign this document between the Town of Fairplay, The Town of Alma and Park County as described in the document, attached hereto, and to execute the same on behalf of the Town.

**RESOLVED, APPROVED, and ADOPTED** this 17<sup>th</sup> day of May, 2021.

TOWN OF FAIRPLAY, COLORADO

(Seal)

\_\_\_\_\_  
Frank Just, Mayor

ATTEST:

\_\_\_\_\_  
Tina Darrah, Town Clerk

# COMPREHENSIVE EMERGENCY OPERATIONS PLAN



## 2021

Park County  
Office of Emergency Management

P.O. Box 1373, Fairplay CO 80440

(719) 836-4372

fax: (719) 836-1680

[gstanley@parkco.us](mailto:gstanley@parkco.us)

Letter of Promulgation

The Park County Board of Commissioners hereby affirms their support of the Park County Office of Emergency Management, and the planning process. The following Emergency Management Plan has been reviewed and approved by the Board of County Commissioners, and is hereby ordered published and distributed.

All agencies, jurisdictions, department heads and personnel are directed to accept the responsibilities as herein assigned and to conduct the organizational planning and training necessary to implement the Emergency Management Plan, when required.

\_\_\_\_\_  
Dick Elsner  
Park County Board of Commissioners Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Park County Sheriff

\_\_\_\_\_  
Date

\_\_\_\_\_  
Gene Stanley  
Park County Director of Emergency Management

\_\_\_\_\_  
Date







Park County Emergency Management Plan

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**I. PURPOSE**

The purpose of the Park County Emergency Operations Plan is to provide general guidelines and principles for planning, managing, and coordinating the overall preparedness, response, recovery and mitigation activities of Park County departments, districts and agencies.

Ensure a coordinated response by local, state and federal governments in managing emergencies or disasters in order to save lives, prevent injuries, protect property, and to protect the environment.

Provide for the integration and coordination of volunteer agencies and private organizations involved in emergency response and relief efforts.

**II. AUTHORITY**

**a. Local:**

- i. Park County, Colorado adopted by policy in January 2009, the updated Emergency Operations Plan. This plan applies to and has been approved by Park County Board of Commissioners.
- ii. Resolution 2005-09, adopting the National Incident Management System, signed 3/24/05.
- iii. Resolution 2005-12, establishing the Park County Community Wildfire Protection Plan and CWPP Coalition under the direction of the Healthy Forest Restoration Act, signed into law effective December 3, 2003.

**b. State:**

- i. Title 24, Article 32, Part 2101 et. seq., Colorado Revised Statutes, as amended; entitled the "Colorado Disaster Emergency Act of 1992."
- ii. Title 25, Article 32, Part 101 et. seq., Colorado Revised Statutes; entitled the "Radiation Control Act."
- iii. Article IV, Constitution of the State of Colorado; entitled the "Executive Department."

**c. Federal:**

- i. Robert T. Stafford Disaster Relief and Emergency Assistance Act and amendments; Public Law 93-288, as amended by P.L. 100-707).
- ii. Federal Civil Defense Act of 1950; Public Law 81-920 as amended.
- iii. Emergency Management and Assistance, Code of Federal Regulations, Title 44.
- iv. Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA); Public Law 99-499 as amended.
- v. Hazardous Waste Operations and Emergency Response; OSHA, Regulation 29, CFR 1910.120.
- vi. Comprehensive Environment Response Compensation and Liability Act of 1980; Public Law 96-510 (CERCLA or "Superfund").
- vii. Clean Water Act; Section 311 of USC 1251.
- viii. Resource Conservation and Recovery Act (RCRA).
- ix. Superfund Amendments and Reauthorization Act of 1986; Title III: The Emergency Planning and Right to Know.
- x. Defense Against Weapons of Mass Destruction; Public Law 102-201.
- xi. Terrorism Annex to the Federal Response Plan.
- xii. Federal Radiological Emergency Response Plan
- xiii. U.S. Policy on Terrorism; Presidential Decision Directive 39.
- xiv. Combating Terrorism; Presidential Decision Directive 62.
- xv. Critical Infrastructure Protection; Presidential Decision Directive 63.

### III. EXPLANATIONS OF TERMS

The definitions of terms, abbreviations and acronyms used in this plan, and the definitions to several other commonly used emergency management acronyms and terms are found in Appendix D of this plan. The following terms are used throughout this document and have the following special meanings:

A. Disaster – (State Definition) The occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property, or significant adverse impact on the environment, resulting from any natural or technological hazards, including but not limited to fire, floods, earthquake, wind, storm, hazardous substance incident, water contamination, epidemic, air contamination, blight, drought, infestation, explosion, civil disturbance, act of terrorism, or hostile military or paramilitary action. For the purpose of state or federal disaster declarations, the term disaster generally falls into the category of major or catastrophic, based on the level of severity and impact on local and state resources. Major disasters are likely to require immediate state assistance supplemented by federal resources, if necessary, to supplement state efforts and resources. Catastrophic disasters may require immediate and massive state and federal assistance in both response and recovery.

B. Emergency – (State Definition) A suddenly occurring and often unforeseen situation or an unusual event, which is determined by the governor to require state response or mitigation actions to supplement local government in protecting lives and property.

C. Terrorism – Terrorism is the unlawful use of force or violence against persons or property to intimidate or coerce a government, the civilian population, or any segment thereof, in furtherance of political or social objectives.

D. Local Government – Refers to the county level government and includes all legally recognized political subdivisions therein, unless otherwise specified.

E. State Departments – An all-inclusive term referring to all state level governmental departments, agencies and commissions, etc.

F. The Plan – The term “The Plan” as used herein refers to Part I of the Park County Emergency Operations Plan.

### IV. SITUATION

Due to the size and location of Park County, the potential exists for both natural and human-caused events to occur. Any such incident has the potential to disrupt the community, cause destruction of property and cause injury and/or death to citizens.

#### a. Vulnerability Analysis (Geography and Demographics)

##### i. Geography:

Park County is situated in the middle of the State of Colorado, and encompasses approximately 2200 square miles. The county is rural, with the majority of our land being open plains and forestland. Because of Park County’s location, the potential exists for a high volume of people to travel from Colorado Springs, Denver, or Summit County in the event of a disaster or emergency.

The County’s major transportation infrastructure involves three highways: Highway 9 running west to east, Highway 285 running north to south, and Highway 24 the south end of the county through Lake George. All of these highways share the potential to be closed in the event of a large accident or severe weather.

**ii. Demographics**

Park County is one of the state's largest counties with 2,200 square miles. It is divided into seven different fire protection districts, including two incorporated towns: Alma and Fairplay. The seat of the county government is located in Fairplay, Colorado, on the west end of the county.

The total population of the county is approximately 17,219, according to 2004 census data, with the highest population in the Bailey area due to urban sprawl from Denver. Park County's population has expanded in ever-increasing numbers since the 1970s. We witnessed a growth of 144% in the 1970s from 2,185 to 5,333 people. The 1980s saw substantial growth with the population climbing another 35% to 7,174 people in 1990. According to the U.S. Census Bureau, the trend continued through the 1990s as the population grew another 102% over the decade. By 2010, it is expected that our county population will reach over 25,000 people.

The majority of Park County's growth occurred in the unincorporated areas of the county, including the Guffey/Lake George area, which grew by 125.5% and the Bailey/Shawnee/Pine Junction area, which grew by 94.2% during the 1990s. The Alma/Fairplay area, however, is expected to grow significantly over the long term as it has proved to be an affordable place to live for employees of Summit County's resorts. This part of the county, also known as "South Park" has also become attractive to retirees and the semi-retired.

The expanding population has created an increased threat and a need for a higher level of integration between federal, state, and local agencies and districts. Thousands of travelers from around the state and the nation travel to or through Park County for summer and winter recreation each year. The combination of high hazard areas and large numbers of out-of-area visitors, who are unfamiliar with local conditions and emergency response capabilities, represent a unique emergency planning and response challenge to the local government.

**b. Hazard Analysis Summary**

Park County is vulnerable to a number of natural disasters, including floods, fires, tornados, and winter storms, and human-caused events such as dam failures and hazardous materials spills and accidents. The most frequent hazards occurring in Park County include:

**Natural Disasters Frequent in Park County**

**1. Flooding**

Flooding (flash and riverine) remains the single greatest potential hazard to property in the State of Colorado. Colorado averages 20 to 30 floods per year. Disastrous riverine flooding, caused by rapid snowmelt from early spring rains and warm weather, usually occurs in May and June. Flooding of normally low creeks and dry creek beds would primarily impact roadways and sparsely populated areas precipitating possible evacuation. Flash flooding, usually caused by heavy, stationary thunderstorms, most often occurs in the spring and early summer months. Areas in and below land burned by wildfire have an increased risk of flooding. The South Platte is a major tributary throughout Park County with the North Fork posing a threat to the Bailey area, Middle Fork in Fairplay, and the South Fork in Hartsel. Flooding in these areas would cause extensive damage to populated areas, farmlands, and all major roadways within the county.

**2. Tornadoes**

Annually, Colorado residents report an average of 20 tornadoes. The effect of damaging tornadoes is increasing as more people and businesses are locating in threatened areas. April through October is considered the tornado season, with May and June as the greatest risk months. Park County saw its first recorded tornado in 2008. While tornadoes are rare, they are a significant hazard as they are unpredictable and warning systems are minimal.

**3. Fire**

Both structural fire and wildfire pose an enormous risk to Park County and its residents. The county experiences frequent high winds, drought conditions and lightning storms, which all increase the likelihood for a fire to occur and grow out of control at a rapid rate.

Wildfire, both natural and man-caused, is a risk to which the entire state is susceptible. Approximately ¼ of the state's current population resides within the Red Zone, an area characterized by over 6 million acres of forestland at high risk for a large-scale wildland fire. A century of aggressive fire suppression, combined with cycles of drought and changing land management practices, has left many of Colorado's forests unnaturally dense and ready to burn.

Park County's vulnerability to wildfire is extreme. Within the last ten years, Park County has experienced five large wildland fires, resulting in over 140,000 acres burned and over 600 buildings destroyed. Among these fires was the Hayman Fire, the largest in Colorado's history. Due to extreme weather patterns, along with high winds, a small fire has the potential to grow out of control quickly.

Structural Fires – While structural fires are often restricted to the structure alone, fires can often spread to surrounding exposures including other buildings and forestland. Once again, with our erratic wind patterns and unpredictable weather, a number of factors could cause a structural fire to become a larger community-wide event, making fire one of our largest hazards.

**4. Severe Weather**

The entire state of Colorado is susceptible to winter storms of disaster proportions. Many of our winter storms have the capacity to cripple roadways, hamper snow removal efforts, overwhelm utilities and transportation, and effect local businesses and livestock.

Since 2006, Park County has declared three emergency declarations due to blizzard conditions, including the South Park Drift incident that required regional and state assistance to rescue stranded citizens. Due to the rural nature of Park County, residents can often become stranded in vehicles or in their homes after a large storm. Emergency Services efforts to reach those people in an emergency could be delayed due to road conditions or hazards, leaving many citizens without aid for prolonged periods. Power outages are a common result of winter storms in Park County, and large-scale cattle loss is common, especially during the spring calving season. Winter storms can also damage agricultural crops dependent upon the time of the year.

**5. Avalanches**

The winter snow pack presents the danger of avalanches, particularly in the backcountry mountainous areas. The increasingly heavy usage of the backcountry during the winter



months has heightened this ever present winter danger. Over the past few years, more than 400 people have been trapped and more than 50 killed in avalanches in Colorado.

Park County is surrounded by several mountain ranges with varying degrees of avalanche danger. Due to the high tourism within the county in the winter, with backcountry skiers as well as snowmobilers, avalanche danger will remain an unpredictable event in Park County.

**6. Landslides**

Landslides may occur by themselves or in conjunction with another natural event such as wildfire, severe winter snowpack, or heavy rains. In recent years, losses from landslides and debris flows have been extremely high in Colorado in areas already devastated by wildfires.

**7. Drought**

Colorado rainfall does not provide a consistent, dependable water supply throughout the year. Therefore, severe drought may occur creating devastating economic consequences for agriculture, forestry, wildlife management, the environment and tourism. Droughts have been serious problems in the past and are expected to increase in frequency in the future.

**8. Earthquake**

Colorado is rated as having a low to moderate risk of having an earthquake with enough intensity to cause damage or injury. There are approximately 100 potentially active faults in Colorado and more than 400 earthquake tremors of magnitude 2.5 or higher have occurred in Colorado since 1870. Several significant earthquakes have occurred within the state and a number of faults are located within its boundaries, including a fault running through Park County from North to South.

**Human-Caused Hazards Frequent in Park County**

Disasters that are human-caused or technological are more varied and can be extremely complex. They can be subdivided into several different types:

**1. Dam Failures**

Dam failure is a technological threat facing many communities. In the last 100 years at least 130, of the more than 2,000 dams in the state, have failed. The failure of any dam has the potential of causing extensive property damage and possibly loss of life.

Park County has six high hazard dams and two significant hazard dams. These are ranked due to their size and the amount of damage that would be caused by a failure to downstream populations.

**2. Hazardous materials Spills or accidents**

The release of a hazardous material into the environment could cause a multitude of problems, including environmental concerns, property damage, and human health risk. The extent of the damage is dependent upon the type, location and quantity of the material released. Although hazardous material incidents can happen almost anywhere, certain areas of Colorado are at a higher risk than others.

Due to Park County's central location, and the number of highways situated around the county, there is a greater risk of a hazardous materials incident in this area. A large volume of

vehicles carrying hazardous materials travel along our highways daily. This number is greatly increased whenever a road closure exists on I-70, or in the Denver and Colorado Springs areas. Immediate dangers from hazardous materials are fires, explosions, and the possible contamination of a community's environment and resources. Some chemicals can cause painful and damaging burns to the skin if in direct contact with them, and the release of toxic gases may cause immediate death or disablement if inhaled. Park County has limited HazMat resources to handle large incidents. Therefore, mutual aid response would be necessary from Jefferson, El Paso, Chaffee, Lake, or Summit County.

### 3. Civil Disturbance / Terrorism

The possibility of riots, a bomb threat or terrorism shall always exist, especially in our current society. Civil disturbance can threaten the safety and wellbeing of populations and create millions of dollars in property losses in a very short time. Bomb threats occur for the purposes of extortion or terrorism. Isolated acts of terrorism can occur without any warning and can injure or kill many people. Possible disturbances due to political disagreements, racial confrontations or other unpopular social or political decisions could cause civil unrest. Public safety and emergency response capabilities could be greatly jeopardized during a civil disturbance or terrorist act. The events of the past several years indicate a significant risk for terrorist attacks, especially to government buildings and high profile areas.

Colorado is at risk for terrorism (domestic and international) and national security incidents. These incidents could take the form of threats and hoaxes, small-scale conventional weapons or explosives, large improvised explosives, chemical, biological, radiological, nuclear or cyberattacks. One of Park County's greatest threats is a surge into the county. If an event occurs in a heavily populated area such as Denver, Jefferson, El Paso, Teller or Summit counties, traffic into Park County will become overwhelming.

See Appendix A for the complete Hazard Analysis

## V. PLANNING ASSUMPTIONS

- a. Civil government at all levels must continue to function under all threat, emergency and disaster conditions.
- b. Park County shall continue to be exposed to the hazards noted in the hazard analysis as well as others that may develop in the future.
- c. An emergency or disaster can occur at any time or any place. It may create significant degrees of human suffering, property damage and economic hardship to individuals, governments, the environment, and for the business community.
- d. Citizens expect governments to keep them informed and to provide guidance and assistance in the event of a threat, emergency or disaster.
- e. All levels of government share the responsibility for working together in mitigating, preparing for, responding to, and recovering from the effects of an emergency or disaster event.
- f. With the possibility of terrorism and weapons of mass destruction (WMD), any technological event must be approached as if it could be an act of terrorism.
- g. Private and volunteer organizations, i.e. Red Cross, Salvation Army, Colorado Organizations Active in Colorado (COVOAD), etc. will provide immediate life-sustaining relief to individuals and families, not normally available from government resources. Local governmental agencies will assist these organizations by providing information, guidance, and coordination of their relief efforts.

- h. County officials recognize their responsibilities for the safety and wellbeing of the public and shall assume their responsibilities in the implementation of this emergency management plan.
- i. Proper implementation of this plan shall reduce or prevent disaster-related losses.

## VI. CONCEPT OF OPERATIONS

### a. General

Park County Government is responsible for emergency response operations in all areas of the County. The Board of County Commissioners has the primary responsibility for emergency management activities within the County and has the authority to delegate that responsibility to the Office of Emergency Management to act as the County Disaster Agency. If the emergency exceeds the County's capability to respond, assistance may be requested from surrounding jurisdictions and/or the state.

Emergency response agencies in Park County request resources from their own agency through mutual aid agreements already in place. All local governments and special districts within Park County are responsible for coordinating with one another and for providing mutual aid within their capabilities, according to established written agreements. If necessary, normal working operations may be suspended or redirected during an incident in order to support emergency response and control throughout the county.

Continuity of operations from the local jurisdictions through the County level response is achieved through standardization. Standardized operational management concepts are based in the Incident Command System (ICS) and the hierarchy of governmental responsibility and authority. During a routine emergency, the ICS system will remain in place and the local jurisdiction will be in command. When the incident exceeds the jurisdictional resources, extra assistance may be requested while maintaining the ICS structure throughout the incident.

A formal declaration of a disaster by the Park County Board of Commissioners may be required as a precondition of some forms of State assistance or to expedite State assistance. The Colorado Division of Emergency Management (DHSEM) is the State Agency responsible for processing requests for State or Federal disaster assistance.

### b. Stages of Emergency Management

Emergency operations involve much more than merely responding to an incident when it occurs. Regardless of the type of hazard, there are four stages in the emergency management process: mitigation, preparedness, response, and recovery.

- Mitigation – Mitigation involves the actions taken prior to an incident that reduce the chance of occurrence or the effects of a disaster. This stage includes floodplain management, public education campaigns, building and fire codes, defensible space programs for residential buildings, and preventative health care.
- Preparedness – Preparedness involves the planning necessary to ensure that the effects of a disaster or an emergency will be minimized, and to assist local jurisdictions in developing appropriate response capabilities needed in the event of an emergency. To respond properly, a jurisdiction must have a plan for response, trained personnel to respond, and necessary resources with which to respond.
- Response – The response stage covers the period during and immediately following a disaster. During this phase, jurisdictions provide emergency assistance to victims of the event and try

to reduce the likelihood of further damage. The local fire district, law enforcement agency, rescue squads, and emergency medical service (EMS) units are the primary responders.

- Recovery – Recovery is both short and long-term, and continues until all systems return to normal or near-normal operation. Short-term recovery restores vital life-support systems to minimum operating conditions. Long-term recovery may go on for months—even years—until the entire disaster area returns to its previous condition or undergoes improvement with new features that are less disaster-prone. This will involve damage assessments, plan revisions, and actions initiated to mitigate future emergencies or disasters by reducing or eliminating their probability of recurring.

**c. Critical Incident Stress Management**

Critical Incident Stress (CIS) is any situation that causes emergency personnel to experience unusually strong emotional reactions that could interfere with the ability to function. There is no blueprint for which incidents will cause CIS and which incidents will not. Several factors affect an individual's response to a critical incident.

Critical Incident Stress Management (CISM) is a multi-component program that works to decrease the effects of CIS early on, before reactions become deeply rooted. CISM's strength is attributable to its emergency service peer-driven process that is monitored by mental health professionals. The goals in CISM are to restore the health and environment of the individuals, to decrease traumatic stress effects, and to speed recovery and productivity when they do occur. An important feature is helping the individual recognize that the danger has passed and that the need to react also has passed. CISM activation in Park County will be determined on a case-by-case basis and will be coordinated through the Park County Sheriff's Office Victim Services Division.

**VII. ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES**

The Park County Office of Emergency Management is responsible for the County's emergency management, planning and operations. All departments, agencies, directors and organizations within the county are responsible for developing their own internal procedures, Standard Operating Procedures (SOP's), and emergency plans.

**a. Executive Group Responsibilities**

The Executive Group includes the Board of County Commissioners, County Attorney, Park County Sheriff, and the Director of Emergency Management.

**1. The Park County Board of Commissioners**

The Board of County Commissioners is responsible for disaster preparedness and coordination of response, including a comprehensive emergency management plan. The Board may delegate authority to the Director of Emergency Management to act on their behalf in regards to emergency management.

- Formal declaration of County emergencies or disasters.
- Approval and commitment of County resources and funds for disaster or emergency purposes.
- Issuance of directive to County departments and personnel regarding changes in normal duties/work schedules, temporary reassignments, and employment of temporary workers as needed.
- Issuance of official orders regarding population protection or temporary social restrictions, such as evacuation orders, establishment of curfews, and enactment of price controls.

## Park County Emergency Management Plan

- Issuance of formal requests to the Governor's Office (through the Colorado DEM) for the declaration of a State emergency for the purposes of obtaining State and/or Federal assistance.
- Direction of the overall preparedness plan and assurance that the emergency plan remains current and updated.

### **2. Park County Attorney**

The Park County Attorney is responsible for all legal activities involving the county or its agents in the event of a disaster or emergency.

- Assistance and counsel to the County Commissioners and other County officials before, during, and after disaster and emergency incidents in the County.
- Preparation of legal documents including disaster declarations, curfews, price controls, etc.
- Assist the Park County Office of Emergency Management as requested by the County Commissioners.

### **3. Park County Sheriff**

The Park County Sheriff is responsible for maintaining law and order throughout the County.

- Determination of the need for population evacuations and provision of instructions to uniformed law enforcement, fire districts, and emergency medical personnel regarding the conduct of evacuation operations.
- Coordinate with the Director of Emergency Management and the Incident Commander on situation assessment and recommendations to the County Commissioners concerning such needs as local disaster declarations, travel restrictions, curfews, or other temporary social restrictions.
- Conduct and coordination of local Search and Rescue operations.
- Conduct and coordination of local Amateur Radio Operators (ARES District 6).
- Provision of security at the Incident Command Post and the Emergency Operations Center.
- Review and update law enforcement mutual aid agreements to ensure county resources are available to the Incident Commander as needed.

### **4. Park County Director of Emergency Management**

The Park County Director of Emergency Management is responsible for all emergency management tasks and functions within the county.

- Implement and update the County Emergency Operations Plan, along with all appendixes and annexes on a regular basis.
- Implementation of all mutual aid agreements within the county and with appropriate State, Federal and private agencies with regards to emergency management. Coordination of mutual aid assistance per the Incident Commander and the Emergency Operations Center in any emergency or disaster
- Evaluation of an emergency or disaster in terms of the need for a disaster declaration, and notify the Board of County Commissioners when such a declaration becomes necessary.
- Activate the Emergency Operations Center and be responsible for its staffing and operation.
- Coordination of locations of temporary shelters, in cooperation with the American Red Cross or other local facilities as needed.
- Notify appropriate county and town officials/agencies of the threat situation and the applicable phase of operation.
- Ensure necessary coordination by all agencies and departments, prior to, during, and after an emergency or disaster.
- Conduct and coordinate training programs and all-hazard exercises, as deemed necessary to maintain and improve the general readiness of the county's emergency response capabilities.

**b. Park County Emergency Services**

The Emergency Services group includes the Park County Communications Center, Emergency Medical Services, local fire districts, Search and Rescue, and the Colorado State Patrol as needed.

**1. Park County Communications Center**

- Establish a communications system and dispatchers to coordinate requested resources.
- Provide support to the Emergency Operations Center upon notification and ensure 24- hour staff coverages needed and available.
- Maintain roster of all support agency contact persons, make necessary notifications, activate support agencies, as necessary, and maintain ongoing communications to support mission assignments.
- Coordinate the provision of all mutual aid resources to requesting parties outside of the county upon direction of the Incident Commander or the EOC Manager in accordance with appropriate resource request procedures and available assets.
- Ensure compliance with all local, state, and federal communications requirements.

**2. Emergency Medical Services**

Emergency Medical Services agencies are responsible for the care and transport of all patients or injured parties within Park County.

- Provide timely and efficient patient care to the citizens and visitors of Park County.
- Establish appropriate transportation guidelines and procedures for transferring patients from the scene of an emergency or disaster to available hospitals in Colorado.
- Establish a Medical Control Officer, and other designated staff, to be assigned to the Incident Command Post as needed or requested.

**3. Fire Districts**

The fire districts that serve Park County are responsible for providing all services related to fire prevention and suppression. Additionally, the fire districts will act in a support capacity for all EMS and law enforcement services as needed or requested.

- Assume responsibility and response authority for structural and wildfires in their respective jurisdictions.
- Conduct all regularly assigned functions relating to fire prevention and suppression to include deployment of personnel and equipment.
- Establish an Incident Commander on all fire related incidents, and maintain continuous communication with the Emergency Operations Center or its Director.
- Provide assistance in all rescue operations, as needed or requested.
- Inspection of all damaged areas for fire and safety hazards.
- Assist the Sheriff's Office in disseminating information to the public, providing evacuation operations, providing fire security in evacuated areas, and providing fire protection for emergency shelters.

**4. Search and Rescue**

Park County Search and Rescue is responsible for all search and rescue functions within the county, under the direction of the Park County Sheriff.

**5. Colorado State Patrol**

The Colorado State Patrol is responsible for the safe and efficient movement of all motor vehicle traffic, and to assist all motorists in need on Colorado Highways.

- Promote safety and protect human life by preserving Colorado's highways during and after an emergency or disaster.
- Prevention of fatalities or injuries due to property damage crashes on roadways.
- Provision of perimeter security of scene, and access and egress for emergency vehicles and needed personnel.
- Provision of support during Hazardous Materials incidents.

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- Insure constant communication with the Incident Command Post and the Emergency Operations Center during an emergency or disaster.

### c. Emergency Support Agencies

#### 1. Park County Coroner

The Park County Coroner is responsible for all duties associated with deceased individuals in the County, including pronouncement of death, death investigation, notifications, autopsies, and body removal.

- Provision of the identification, verification and disposition of deceased victims.
- Protection of personal effects with the deceased at the time of death.
- Notification of relatives of the deceased.
- Conduct investigation regarding the cause and manner of death, including autopsy as required.
- Implement the Mass Fatalities Annex (Annex 3.3) as needed in the event of an emergency or disaster.
- Provision of expert personnel in scientific identification and all other services as needed.
- Acquire expanded mortuary services where required.

#### 2. Park County School Districts

The Park County School Districts are responsible for the safety and protection of pupils and school personnel.

- Preparation and maintenance of an Emergency Management Plan for the school or district.
- Coordinate with Human Services for feeding and housing of displaced persons temporarily sheltered at each school.
- Provision of school buses for evacuation of endangered populations.

#### 3. Park County Information Services and Telecommunications

The Park County Information Services Department is responsible to work with the Office of Emergency Management to provide operational support to the Incident Commander and the EOC Manager regarding all radio and IT issues. Additionally, it is responsible for the procurement of the following items when needed or requested by the Incident Commander:

- Providing and identifying the need for additional cellular service
- Providing for additional telephone services
- Procuring and delivering radio equipment as needed
- Providing computer support and network troubleshooting as needed.
- Procuring and delivering any other materials or equipment needed or requested by the ICP or the Office of Emergency Management.

#### 4. Park County Public Information Officers

Disseminate emergency public information and establish procedures for the release of information to the media with the assistance of the Incident Public Information Officer (PIO) or Joint Information Center (JIC) as appropriate.

#### 5. Amateur Radio Operators

Amateur Radio Groups are responsible for providing communications assistance as requested, under the direction of the Park County Sheriff. Specific roles and responsibilities will vary according to the incident.

#### 6. Park County Sheriff's Office Victim Services

Victim Services provides support to the county through coordinated response to the crisis intervention / mental health and substance abuse needs of the affected population of a disaster.

- Conduct planning efforts and create formal and informal agreements with other agencies that identify with crisis intervention and mental health disaster response functions such as the American Red Cross, Office of Victim Assistance, and Faith-Based Organizations.

- Enhance response capacity by securing agreements with potential service providers.
- Enhance response capacity by improving providers' knowledge and skills. Provide training to the Victim Services / Crisis Intervention and mental health disaster response system organizations in order to create a cadre of competent emergency and disaster responders.
- Enhance first responder recognition of victim disaster borne emotional distress.
- Create public resiliency by providing information about the effects of trauma and techniques for managing stress.

#### **7. American Red Cross**

If requested, the American Red Cross, in conjunction with Human Services, will provide support services during and after an emergency or disaster.

- Provide shelter to incident victims as needed or requested.
- Assist incident victims with emergency needs.
- Register displaced persons and provide welfare information services.

#### **8. Clergy**

Clergy will be responsible for providing spiritual assistance/guidance to shelters or others involved in an emergency or disaster, if requested.

### **d. Other Park County Agencies/Departments**

#### **1. Park County Public Works**

Park County Public Works and Public Works are responsible for maintaining working systems and roadways in the event of an emergency or disaster.

- Public Works is responsible for maintaining and repairing all county road systems within respective jurisdictions to insure minimal disruption in entering or exiting threat impact areas.
- Public Works will expedite restoration of public facilities and utilities in priority areas dictated by the current situation.
- Provide emergency traffic control measures including identification and marking of dangerous areas in coordination with the Sheriff's Department.
- Provide for the removal of debris to permit emergency rescue operations and movement of emergency vehicles and supplies.
- Provide for emergency repairs to public buildings, hospitals, utilities, the Emergency Operations Center, and other essential facilities for restoration and continued operation of county government functions.
- Provide damage assessment information to the Emergency Operations Center on roads, buildings, and equipment belonging to the county.
- Maintain potable water and sewer facilities and equipment.
- Provide equipment and personnel as necessary to meet incident support requirements.

#### **2. Park County Public Health**

Park County Public Health is responsible for directing, controlling and coordinating all county public health services operations.

- Identify health concerns and needs, prioritize those needs, and find appropriate resources to meet those needs.
- Assist persons/families with health needs after qualified personnel have rescued them from disaster situations.
- Plan for, provide, and supervise nursing services in reception areas and in temporary shelters until relieved by Red Cross or other qualified nurses.
- Provide necessary health protection measures such as immunization, sanitation, water purification, etc.



- Coordinate with the Incident Commander or the Emergency Operations Center in assessing overall health and medical resource needs during response and recovery operations and maintenance of situation status information.
- Serve as a resource for residents requiring special needs or evacuation assistance.
- Advising the Board of County Commissioners on actions to be taken regarding all health and medical matters.

### **3. Park County Human Services**

Park County Human Services is responsible for advising the Board of County Commissioners on all social services needs and concerns within the county.

- Establish plans and procedures for the mass care of and assistance to the public, prior to, during, and after an emergency or disaster.
- Maintain a current list of all available shelters.
- Provide food, clothing, and shelter in order to care for displaced persons.
- Establish suitable food distribution points to enable families and other groups to replenish their own supplies.
- Designating and operating information centers with facilities for registration of incident victims, location of missing persons and reunification of families.
- Provide for feeding of response agency personnel in the Incident Command Post, Emergency Operations Center and field operations.
- Implementation of an Individual/Family Grant Program and a food stamps program following a Presidential declaration of disaster as needed.

### **4. Park County Finance**

The Park County Finance Department is responsible for advising the Board of County Commissioners on all fiscal matters.

- Assist in the compilation, preparation and presentation of supporting information/documentation for county requests for State and Federal government disaster assistance as appropriate.
- Establish and maintain an incident-related financial record keeping system.

### **5. Park County Mapping and GIS**

The Park County Mapping and GIS Department is responsible for providing the Incident Command Post or Emergency Operations Center with any and all maps requested during and after an emergency or disaster. They will also provide support services as needed throughout the incident, including but not limited to:

- Providing scanning and printing services during the duration of the incident.
- Coordination of data acquisition from adjacent counties and other agencies.
- Upload and download GPS waypoints and tracks
- Digitize paper maps and provide large format printing
- Create databases as needed by the Command and General Staff

### **6. Park County Clerk and Recorder**

The Park County Clerk and Recorder is responsible for the safekeeping and maintenance of all essential and vital records.

### **7. Park County Planning Department**

The Park County Planning Department is responsible for establishing and maintaining a system for disaster mitigation.

### **8. Park County Assessor**

The Park County Assessor is responsible for establishing and maintaining a system for damage assessment.

**9. Park County Environmental Health Department**

The Park County Environmental Health Department is responsible for providing all environmental health services including water and sanitation.

**10. Park County Human Resources**

The Park County Human Resources Department is responsible for providing all documentation and records regarding worker's compensation during disasters or emergency situations involving county personnel, along with equipment damage claims. They also provide assistance in notification of county employees during disaster situations as needed throughout the county.

**VIII. DIRECTION AND CONTROL**

**a. General**

The **Board of County Commissioners** is responsible for the overall direction of the response activities of all County Departments. Park County Department Heads shall retain control over their employees and equipment.

The **Sheriff** and the **Director of Emergency Management** are responsible for assuring that coordinated and effective emergency response systems are developed and maintained.

**b. Park County Emergency Management**

**i. County Incident Management System**

The Park County Incident Management System follows the guidelines set forth by the National Incident Management System (NIMS) and the Incident Command System (ICS).

The National Incident Management System (NIMS) is a comprehensive, national approach to incident management that is applicable to all jurisdictional levels and across functional disciplines. The intent of NIMS is to:

- Be applicable across a full spectrum of potential incidents and hazard scenarios, regardless of size or complexity.
- Improve coordination and cooperation between public and private entities in a variety of domestic incident management activities.

The Incident Command System (ICS) is a standard, on-scene, all-hazard incident management system. ICS allows users to adopt an integrated organizational structure to match the needs of single or multiple incidents. ICS can be expanded or contracted depending upon the degree of need during an incident.

The ICS Organizational structure consists of five primary components:

- Command Staff
- Operations Staff
- Planning Staff
- Finance Staff
- Logistics Staff

**ii. Emergency Operations Center (EOC)**

The Multi-Agency Coordination Group (MAC) is a combination of facilities, equipment, personnel, procedures, and communications integrated into a common framework for coordinating and supporting incident management. The Park County MAC consists of County Commissioners, municipal officials, legal counsel and department heads with policymaking authority. If convened, the MAC will be located at the Emergency Operations Center. Please see the EOC Policies and Procedures Manual for detailed information.

The EOC for Park County is organized with an Incident Command Structure, using Emergency Support Functions (ESFs). Each ESF has specific roles and responsibilities during an incident. These include:

**ESF 1: Transportation** - Provides for coordination, control, and allocation of transportation assets in support of the movement of emergency resources including the evacuation of people, and the redistribution of food and fuel supplies. This also includes reporting damage to transportation infrastructure as a result of an incident; coordinating alternate transportation services (air, surface, and rail); coordinating the restoration and recovery of the transportation infrastructure; and coordinating and supporting prevention, preparedness, mitigation among transportation infrastructure stakeholders at the state and local levels.

**ESF 2: Communications** - Provides communications support and IT support. Provides the required temporary telecommunications, and the restoration of the telecommunications infrastructure. Provides emergency warning, information and guidance to the public. Facilitates the requirements and resources needed to provide for backup capability for all means of communication.

**ESF 3: Public Works & Engineering / Infrastructure** - Evaluates, maintains, and restores public roads, bridges and drainage. Support private sector access in support of the restoration of critical private infrastructure (i.e. electrical, gas, communications and water lines). Provide for debris clearance, road, highway and bridge repairs, engineering, construction, repair and restoration of essential public works systems and services, and the safety inspection of damaged buildings.

**ESF 4: Fire Fighting** - ESF 4 manages and coordinates firefighting activities, including the detection and suppression of fires, and provides personnel, equipment, and supplies in support of State, local, and tribal agencies involved in rural and urban firefighting operations. Provides for and assists in the coordination and utilization of interagency fire fighting resources to combat wildland emergencies.

**ESF 5: Emergency Management** - Provides for the overall management and coordination of the county's emergency operations in support of local response agencies and jurisdictions. Maintains and activates the County Emergency Operations Center as needed. Collects, analyzes and disseminates critical information on emergency operations for decision making purposes. Identifies the roles and responsibilities of county government in coordinating mutual, state and federal assistance.

During the post incident response phase, ESF 5 transitions and is responsible for support and planning functions. ESF 5 activities include those functions that are critical to support and facilitate multi-agency planning and coordination for operations. This includes alert and notification, deployment and staffing of designated emergency response teams, incident action planning, coordination of operations, logistics and material, direction and control, information management, facilitation of requests for Federal assistance, resource acquisition and management (to include allocation and tracking), worker safety and health, facilities management, financial management, and other support as required.

**ESF 6: Mass Care, Housing, and Human Services and Victim Services** - Promotes the delivery of services and the implementation of programs to assist individuals, households and families impacted by potential or actual disasters. This includes economic assistance and other services for individuals impacted by the incident. Mass Care involves the coordination of non-medical mass care services to include sheltering of victims, organizing feeding operations, providing emergency first aid at designated sites, collecting and providing information on victims to family members, and coordinating

bulk distribution of emergency relief items. Housing involves the provision of assistance for short- and long-term housing needs of victims. Human Services include providing victim related recovery efforts such as counseling, identifying support for persons with special needs, expediting processing of new benefits claims, assisting in collecting crime victim compensation for acts of terrorism, and expediting mail services in affected areas.

**ESF 7: Resource Support** - Consists of emergency relief supplies, facility space, office equipment, office supplies contracting services, transportation services (in coordination with ESF 1 – Transportation), security services, and personnel required to support immediate response activities. ESF 7 provides support for requirements not specifically identified in other ESFs, including excess and surplus property. Resource support may continue until the disposition of excess and surplus property, if any, is completed.

**ESF 8: Public Health and Medical Services** - Mobilizes trained health and medical personnel and other emergency medical supplies, materials and facilities. Provides public health and environmental sanitation services, disease and vector control. Provides on-scene triage, first aid, life support and transportation of the injured. Coordinates with local hospitals to ensure timely and appropriate delivery of injured patients to primary care facilities. Initiates mass casualty response as appropriate. Provides care and treatment for ill and injured.

**ESF 9: Search & Rescue** - Provides resources for ground, water and airborne activities to locate, identify and remove from a stricken area, persons lost or trapped. Provides for specialized emergencies and rescue operations.

**ESF 10: Oil and Hazardous Materials Response** - Provides for a coordinated response to actual or potential oil and hazardous materials incidents. It includes the appropriate response and recovery actions to prepare for, prevent, minimize, or mitigate a threat to public health, welfare, or the environment caused by actual or potential oil and hazardous materials incidents. Hazardous materials include chemical, biological, and radiological substances, whether accidentally or intentionally released. These include certain chemical, biological, and radiological substances considered weapons of mass destruction (WMD).

**ESF 11: Agriculture and Natural Resources / Animal Rescue** - Includes determining nutrition assistance needs, obtaining appropriate food supplies, arranging for delivery of the supplies, and authorizing disaster food stamps. Animal and plant disease and pest response: Includes implementing an integrated State, local, and tribal response to an outbreak of a highly contagious or economically devastating animal/zoonotic disease, an outbreak of a highly infective exotic plant disease, or an economically devastating plant pest infestation. Ensures, in coordination with ESF 8 – Public Health and Medical Services, that animal/veterinary/wildlife issues in natural disasters are supported. Protection of resources: Includes appropriate response actions to conserve, rehabilitate, recover, and restore resources. Assurance of the safety and security of the commercial food supply: Includes the inspection and verification of food safety aspects of slaughter and processing plants, products in distribution and retail sites, and import facilities at ports of entry; laboratory analysis of food samples; control of products suspected to be adulterated; plant closures; food borne disease surveillance; and field investigations.

**ESF 12: Energy** - Collects, evaluates, and shares information on energy system damage and estimations on the impact of energy system outages within affected areas. The term “energy” includes producing, refining, transporting, generating, transmitting, conserving, building, distributing, and maintaining energy systems and system components. Additionally, ESF 12 provides information concerning the energy restoration process such as projected schedules, percent completion of restoration, geographic information on the restoration, and other information as appropriate.

**ESF 13a: Public Safety and Security** - Provides for the protection of life and property by enforcing laws, orders and regulations including the movement of persons from threatened or hazardous areas. Provide for security, traffic and access control. Provides for evacuation and traffic management including the timely and appropriate decision to evacuate or shelter in place at-risk populations. Coordinates the designation and implementation of effective traffic management to ensure the expedient access of response resources and the evacuation of the public as needed.

**ESF 13b: Fatalities Management** - Provides for fatalities management including the collection, identification, documentation and protection of human remains. Establishes the cause/means of death and appropriate legal notifications and actions. Initiates mass fatality response as appropriate.

**ESF 14: Long Term Community Recovery and Mitigation** - Determines/identifies responsibilities for recovery activities, and provides effective community recovery efforts. In coordination with other ESF uses predictive modeling to ascertain vulnerable critical facilities as a basis for identifying recovery priorities. Provides damage assessment by ensuring that procedures and experts are available to provide preliminary estimates and observations. Assessments provide a basis for determining the need for a county, state, or Presidential disaster declaration.

**ESF 15: External Affairs** - Provides for effective collection, control, and dissemination of public information to the general public during emergency situations. Coordinates a system to minimize rumors and misinformation during an emergency.

**Please see the ESF Documents following this plan for more detailed information.**

- iii. **Incident Management Group (IMG) or Incident Management Team (IMT)**  
An IMG or IMT consists of various individuals from all emergency disciplines, as well as county officials, who work on an emergency scene in a coordinated effort. Park County does not currently have a designated IMG or IMT, however we have mutual agreements with both Summit County and Jefferson County for a coordinated response of their Incident Management Teams who will assist us when available during an emergency or large-scale disaster.

c. **Emergency Authority**

A complete reference to primary State and County legal documents is available in Appendix C.

The Park County Board of Commissioners may take extraordinary measures during a large-scale incident or disaster. All physical resources within the County, whether publicly or privately owned, may be utilized when deemed necessary by the Board of County Commissioners. The County assumes no financial or civil liability for the use of such resources; however, accurate records of such use shall be maintained in case reimbursement becomes possible.

Extraordinary measures taken by the County Commissioners during a large-scale incident or disaster include, but are not limited to:

1. Declaration of a local state of disaster.
2. Wage, price, and rent controls and other economic stabilization methods.
3. Curfews, blockades, and limitations on utility usage.
4. Rules governing entrance and exit from the affected area(s).
5. Other security measures.

As provided by the Colorado Disaster Act of 1992, the Sheriff may exercise the same powers, on an appropriate local scale.

**IX. READINESS CONDITIONS**

**a. Colorado State Emergency Preparedness levels**

The Colorado State Emergency Preparedness Levels were created to indicate what state of readiness the state or region is in for any hazard. A common color designation has been associated with each level for simple identification. This system was developed to correspond with the National Security Threat Levels.

The following describes the five Emergency Preparedness Levels:

**Level V – Green (Homeland Security Condition Low)** – This is routine day-to-day operations. The focus is on planning, training and exercising with an awareness of pending situations.

**Level IV – Blue (Homeland Security Condition Guarded)** – This is typically a “monitoring” phase where some actions or technical assistance may be given to local jurisdictions. Notification is made to those state agencies that may need to take action as part of their everyday responsibilities.

**Level III – Yellow (Homeland Security Condition Elevated)** – This is a limited activation or heightened awareness for all EOC staff. Certain key state departments may be alerted. State Department’s Emergency Response Coordinators will be called in as appropriate. Possible dispatching of a State Liaison Officer to the impacted jurisdiction if necessary.

**Level II – Orange (Homeland Security Condition High)** – Limited (or higher) activation of the State EOC. This may be reduced to heightened awareness after threat assessment. All lead and supporting state departments and other agencies are alerted for possible staffing requirements. 24 hour SEOC activation is considered at this level.

**Level I – Red (Homeland Security Condition Severe)** – Full activation of the State EOC with representatives from lead and supporting state departments and other agencies. Full 24-hour staffing may be required. The Federal Response Plan may be activated at this point.

**b. Colorado Homeland Security Levels**

The Homeland Security level issued by Colorado will usually be the same as the Federal level, but may be changed if threat conditions differ in Colorado.

**c. Multiple Alerts**

It is possible for multiple alerts to be issued for different areas of the state and different threats. For example, there could be a Level III – Yellow alert for Homeland Security Reasons for the entire state and a Level II – Orange alert for central Colorado for wildfire danger.

**X. CONTINUITY OF GOVERNMENT**

**a. General**

A major disaster could result in loss of life and property, the death or injury of key government officials, and/or the partial or complete destruction of established seats of government, and the public and private records essential to continued operation of government and industry. To help preserve law and order and to continue/restore local services, it is essential that units of government continue to function during or following an incident. Responsible government at all levels provides continuity of effective leadership, authority and adequate direction of emergency and recovery operations.

**b. Colorado State Line of Succession (directly from the Colorado State Emergency Operations Plan)**

1. Article IV of the State Constitution of Colorado, vests in the Governor the chief executive powers of the state. It establishes the emergency powers of the Governor and provides for the line of succession in the event the Governor is absent and/or unable to exercise the powers and discharge the duties of office.
2. The legal successor to the Governor is the Lieutenant Governor. If the office of Lieutenant Governor is vacant, the first named of the following members of General Assembly affiliated with the same political party as the Governor:
  - a) The President of the Senate
  - b) Speaker of the House of Representatives
  - c) Minority Leader of the Senate
  - d) Minority Leader of the House of Representatives
3. The Governor will appoint, with consent of the Senate, all officers of duly established offices not otherwise requiring appointment by election, thus establishing the means to fill vacancies.
4. If the elected offices of Treasurer, Secretary of State or Attorney General become vacant, the Governor appoints a successor with consent of the Senate to serve until a successor can be qualified and elected. Lines of succession for political subdivisions of the state shall be in accordance of the Constitution and statutes of the state and will be described in the Local Emergency Operations Plan.
5. Designated interim emergency successors shall be instructed on their responsibilities, and the conditions under which they will assume these positions. Generally, an interim emergency successor may assume leadership whenever the incumbent becomes unable to perform their functions or when requested to do so during periods of emergencies or disasters. They shall hold these positions until relieved by the incumbent or until the emergency or disaster has been brought to a successful conclusion. The criteria for succession of leadership will be delineated in the internal emergency operation procedures for each department.

**c. Park County Line of Succession**

All constitutional and statutory powers of the branches of government in Park County shall be preserved unless legal actions by the State of Colorado alter or modify routine operations.

1. The legislative branch of government shall reside among the Board of County Commissioners.
  - If the Board of County Commissioners is incapacitated or no longer exists, the Chief Administrative Officer to the Board of County Commissioners shall act on their behalf and assure that day-to-day operations/functions continue. Local department administrators have the authority to continue County operations in their respective areas. The Commissioners would be replaced by a vote of the people.
2. The Judicial branch of government shall reside in the chief judge of the district or his/her delegate.
3. The Executive Branch of government shall reside in the Office of the elected Sheriff and his/her delegate (Under Sheriff).
4. All Fire and EMS agencies shall reside under the Chief/Director and his/her delegate. (assistants/deputies).
5. All other offices of County government shall reside under the Administrator and his/her delegate. As a minimum, all county department heads shall designate primary and alternate

emergency successors for key supervisory positions. This ensures the continuance of leadership, authority, and responsibilities of their departments.

**d. Preservation of Essential Records**

Protection of essential County and local records is vital if government and society are to resume functioning after a major catastrophe or national emergency. In order to provide normal County operations following a disaster, vital records must be protected. These would include legal documents, as well as personal documents such as deeds and tax records. The principle causes of damage to records are fire and water. Therefore, each agency assigned the preparation of any essential records should provide protection accordingly.

**XI. ADMINISTRATION AND SUPPORT**

**a. Administration**

During an emergency or disaster, county and local government shall determine, if necessary, what normal administrative procedures shall be suspended, relaxed or made optional in order to prevent unnecessary impediments of emergency operations and recovery activities. Such action should be carefully considered, and the consequences should be projected realistically.

**b. Finance**

A major disaster or emergency may require the expenditure of large sums of county and local funds. Financial operations may be carried out under compressed schedules and intense political pressures, which will require expeditious actions, which still meet sound financial management and accountability requirements.

Requests for State or Federal assistance, including the Colorado National Guard, shall be made to the Director of Emergency Management. All requests shall be made by the Board of County Commissioners or by another elected official duly authorized by the board.

**c. Logistics**

The Park County EOC shall develop and maintain a current database of locally available resources and their locations. The database shall include public and available private equipment, and personnel with special technical skills, pertinent to the anticipated needs of the local jurisdiction.

The Colorado State Division of Emergency Management, in coordination with other state departments, will facilitate logistical support for statewide emergency operations (i.e. provide supplies and equipment) and, if required, sleeping and feeding facilities for State EOC staff.

**d. Mutual Aid Agreements and Compacts**

No single local jurisdiction will have all the personnel, equipment, and materials required to cope with a major emergency or disaster. Necessary additional assistance may be rendered through mutual aid agreements, which provide for obtaining additional resources from non-impacted inter/intra-jurisdictional governmental agencies and other organizations.

Mutual aid agreements are an essential component of emergency management planning, response, and recovery activities. These agreements can significantly increase the availability of critical resources and improve response and recovery efforts.

Colorado State is a member of the Emergency Management Assistance Compact (EMAC), a national mutual aid compact among states and territories.

According to Title 24, Article 32, Part 2113, Colorado Revised Statutes, as amended; it is the responsibility of local government to ensure that local emergency operations plans contain adequate provisions for the rendering and the receipt of mutual aid.



Part County has signed the Intergovernmental Agreement for Emergency Management under Section 29-1-203 Colorado Revised Statutes, allowing for mutual aid services to and from Park County in times of emergency or large disaster.

**XII. PUBLIC AWARENESS AND EDUCATION**

Public awareness and education prior to any emergency are crucial to successful public information efforts during and after the emergency. The decision to initiate and support this function must be made at the highest policy-making level. The pre-disaster awareness and education programs must be viewed as equal in importance to all other precautions for emergencies and receive an adequate level for planning. These programs must be coordinated among local, state and federal officials to ensure their contribution to emergency preparedness and response operations.

**XIII. PLAN DEVELOPMENT, MAINTENANCE AND IMPLEMENTATION**

The Park County Emergency Operations Plan (2018), annexes and appendices, and subsequent revisions, supersedes all previous editions and is effective upon signing by the Board of County Commissioners, the Sheriff and the Director of Emergency Management, for planning, training and exercising, and preparedness and response operations.

The Director of Emergency Management shall brief the appropriate public and private officials concerning their role in emergency management and ensure proper distribution of the plan.

All County Departments shall be responsible for the development and maintenance of their respective annexes and SOP's identified in Section VII: Organization and Assignment of Responsibilities.

The Director of Emergency Management shall be responsible to review this plan regularly and to request that the Park County Board of Commissioners re-certify the plan biennially. The Director shall update the plan as required and shall conduct drills and exercises in order to identify deficiencies and maintain an adequate level of readiness.

**XIV. TRAINING, TESTS AND EXERCISES**

Departments, offices, and other organizations with responsibilities identified in the Plan are responsible for ensuring that their staff is familiar with the provisions of the plan and adequately trained to carry out emergency assignments. Staff participation in periodic exercises provides the best opportunities for refining plans and procedures in preparation for an actual disaster and emergency event.

The Director of Emergency Management will coordinate multi-agency and multi-jurisdictional exercises. Following any exercise, the Director shall create an After Action Report and a review to discuss corrective actions that should take place where any shortfalls exist in planning, training, personnel, equipment and facilities.

<END – PART ONE>

## PART TWO – APPENDICES / ANNEXES

### Appendix A

#### Hazard Analysis

The hazards that face Park County are many and varied, as are the communities, towns, and rural areas in which they may occur. The County of Park is situated in the geographical center of the State of Colorado, and consists of mountains (the Continental Divide in on one border), canyons, vast grass meadows and forested lands, dams and reservoirs for water supplies and recreation, two incorporated towns, large residential communities without formal government structures, and areas of summer recreation homes.

Park County is vulnerable to a number of natural disasters, including floods, fires, tornados, and winter storms, and man-caused events such as dam failures and hazardous materials spills and accidents. This hazard analysis will examine several key areas for each hazard in order to determine the vulnerability of the county and the needs for future planning processes. The following are the five areas to be examined for each hazard:

**Areas of concern / Areas likely to be affected most:** For the hazard, this section focuses on those areas of the county that would be of greatest risk or concern.

**Frequency of Occurrence:** How often is it predicted that this hazard will occur in the county. The following chart will give the ranges for various ratings:

**Highly Likely** – Near 100% probability in the next year.

**Likely** – Between 10 and 100% probability in the next year, or at least one chance in the next 10 years.

**Possible** – Between 1 and 10% probability in the next year, or at least one chance in next 100 years.

**Unlikely** – Less than 1% probability in the next 100 years.

**Severity Rating:** Predicts, to the degree possible, the damage that can be expected in Park County as a result of that hazard. The following will give the four ratings used in this analysis.

**1 = Catastrophic**

**2 = Critical**

**3 = Limited**

**4 = Negligible**

**Seasonal Pattern:** If the hazard has a certain seasonal pattern, it will be listed, giving the times of the year where the threat is most likely to occur.

**Existing Warning Systems:** A list of possible warning systems will be given depending upon the hazard.

### **HAZARD – Flooding**

Flooding (flash and riverine) remains the single greatest potential hazard to property in the State of Colorado. Colorado averages 20 to 30 floods per year. Flooding of normally low creeks and dry creek beds would primarily impact roadways and sparsely populated areas precipitating possible evacuation. Flash flooding, usually caused by heavy, stationary thunderstorms, most often occurs in the spring and early summer months. Areas in and below land burned by wildfire have an increased risk of flooding. The South Platte is a major tributary throughout Park County with the North Fork posing a threat to the Bailey area, Middle Fork in Fairplay, and the South Fork in Hartsel. Flooding in these areas would cause extensive damage to populated areas, farmlands, and all major roadways within the county.

**Areas of concern / Areas likely to be affected most:** Lower areas (in elevation) of the county are particularly hazardous in the spring when snowmelt occurs. Run-off builds rapidly and when reinforced by heavy or sustained rainfall, flooding onset is rapid. Areas recently hit by large wildfires are especially prone to new onset flooding due to the changes in the landscape and the ground cover.

**Frequency of Occurrence: Highly Likely**

One or two periods of rainfall occur each year that could rapidly materialize into dangerous flooding. The frequency of flash flooding is highly variable and in any given year a very high number of events could occur.

**Severity Rating:** Depending on the event, this rating could go from limited to catastrophic. Minor flooding could cause damage to property, while heavy flooding to could affect agriculture and cause a loss of life.

**Seasonal Pattern:** The potential for flash flooding occurs every year in the spring and summer. Disastrous riverine flooding, caused by rapid snowmelt from early spring rains and warm weather, usually occurs in May and June.

**Existing Warning Systems:** The available warning systems for flooding include local weather updates to determine rainfall or flooding conditions, and CodeRED to notify residents of flooding situations in their area. Park County currently does not have any way to warn campers, hikers or visitors about flash flooding.

### **HAZARD – Tornadoes**

Annually, Colorado residents report an average of 20 tornadoes. The effect of damaging tornadoes is increasing as more people and businesses are locating in threatened areas. April through October is considered the tornado season, with May and June as the greatest risk months. Although Tornadoes are rare in Park County, they are a significant hazard as they are unpredictable and warning systems are minimal.

**Areas of concern / Areas likely to be affected most:** The areas most likely to be affected are the flat plains throughout central Park County. The foothills and mountains weaken tornado activity.

**Frequency of Occurrence:** Possible

**Severity Rating:** Limited to critical depending on where the tornado occurs.

**Seasonal Pattern:** Mainly June through August

**Existing Warning Systems:** Local weather channel for thunderstorm and tornado warning updates, as well as IPAWS and CodeRED.

**HAZARD – Fire**

Both structural fire and wildfire pose an enormous risk to Park County and its residents. The county experiences frequent high winds, drought conditions and lightning storms, which all increase the likelihood for a fire to occur and grow out of control at a rapid rate.

- a. Wildfire, both natural and human-caused, is a risk to which the entire state is susceptible. Approximately 1/4 of the state’s current population resides within the Red Zone, an area characterized by over 6 million acres of forestland at high risk for a large-scale wildland fire. A century of aggressive fire suppression, combined with cycles of drought and changing land management practices, has left many of Colorado’s forests unnaturally dense and ready to burn.

Park County’s vulnerability to wildfire is extreme. Within the last five years, Park County has experienced four large wildland fires, resulting in over 140,000 acres burned and over 600 buildings destroyed. Among these fires was the Hayman Fire, the largest in Colorado’s history. Due to extreme weather patterns, along with high winds, a small fire has the potential to grow out of control quickly.

**Areas of concern / Areas likely to be affected most:** Dense forested areas along the Jefferson/Park County line near Bailey, the Summit Park County line near Hoosier Pass, Indian Mountain in Jefferson, and the Park/Teller line near Lake George and Guffey. These areas are not only the most probable for wildfires, but also the most populated, creating the largest loss-of-life hazard.

**Frequency of Occurrence:** Highly Likely

**Severity Rating:** Catastrophic

**Seasonal Pattern:** Usually during the summer months between May and October.

**Existing Warning Systems:** CodeRED Emergency Notification System and IPAWS will be used during evacuations and for wildfire alerts and information.

- b. Structural Fires – While structural fires are often restricted to the structure alone, fires can often spread to surrounding exposures including other buildings and forestland. Once again, with our erratic wind patterns and unpredictable weather, a number of factors could cause a structural fire to become a larger community-wide event, making fire one of our largest hazards.

**Areas of concern / Areas likely to be affected most:** All populated areas of the county are at risk.

**Frequency of Occurrence:** Highly Likely

**Severity Rating:** Limited to Catastrophic depending upon the damage, existing exposures, and the time it takes to extinguish the blaze.

**Seasonal Pattern:** A potential exists for structural fires to occur more often in the fall when people use their chimneys or wood-burning stoves for the first time in the season, or if proper maintenance has not been completed, creating the hazard of fire to roofs and structures. Otherwise, this hazard is a risk year-round.

**Existing Warning Systems:** If the structure fire creates a wildfire situation, or has the potential, the same notification system will be used as a wildfire.

### **HAZARD – Severe Weather**

The entire state of Colorado is susceptible to winter storms of disaster proportions. Many of our winter storms have the capacity to cripple roadways, hamper snow removal efforts, overwhelm utilities and transportation, and effect local businesses and livestock.

Due to the rural nature of Park County, residents can often become stranded in vehicles or in their homes after a large storm. Emergency Services efforts to reach those people in an emergency could be delayed due to road conditions or hazards, leaving many citizens without aid for prolonged periods. Power outages are a common result of winter storms in Park County, and large-scale cattle loss is common, especially during the spring calving season. Winter storms can also damage agricultural crops dependent upon the time of the year.

**Areas of concern / Areas likely to be affected most:** Entire county is at risk. The climate of the county can result in isolated communities and a need for search and rescue efforts.

**Frequency of Occurrence:** Highly Likely

**Severity Rating:** Limited to Catastrophic depending upon the severity of the storm and damage to existing structures.

**Seasonal Pattern:** Winter months, usually from October through March. Some late storms can occur in April or early storms in September, creating unique hazards to the area.

**Existing Warning Systems:** The available warning systems for winter storms include local weather updates to determine road closures and winter conditions, CodeRED, and IPAWS to notify residents of conditions in their area.

### **HAZARD – Avalanche**

The winter snow pack presents the danger of avalanches, particularly in the backcountry mountainous areas. The increasingly heavy usage of the backcountry during the winter months has heightened this ever present winter danger. Over the past few years, more than 400 people have been trapped and more than 50 killed in avalanches in Colorado.

Park County is surrounded by several mountain ranges with varying degrees of avalanche danger. Due to the high tourism within the county in the winter, with backcountry skiers as well as snowmobilers, avalanche danger will remain an unpredictable event in Park County.

**Areas of concern / Areas likely to be affected most:** All along the continental divide on the west and northwest sides of the county.

**Frequency of Occurrence:** Highly Likely

**Severity Rating:** Negligible to Critical depending on the location and extent of damage.

**Seasonal Pattern:** Winter months, usually from October through March. Some late storms can occur in April or early storms in September, creating unique avalanche hazards.

**Existing Warning Systems:** Avalanche precautions and probability ratings throughout the season.

\*\*See attached map of avalanche prone areas in Park County.

### **HAZARD – Landslide**

Landslides may occur by themselves or in conjunction with another natural event such as wildfire, severe winter snowpack, or heavy rains. In recent years, losses from landslides and debris flows have been extremely high in Colorado in areas already devastated by wildfires.

**Areas of concern / Areas likely to be affected most:** A rockslide or landslide on Highway 285 between Bailey and Fairplay would cut off all east-west traffic. Currently, the Lake George area remains at a higher risk than the rest of the county due to recent large wildfires that have created flooding and mudslides in the area, especially during heavy rains. The Alma area is also a landslide concern area.

**Frequency of Occurrence:** Highly Likely

**Severity Rating:** Limited to catastrophic. Recent mudslides have caused damage to homes and land, but a major slide could create a risk to life for Park County citizens.

**Seasonal Pattern:** The potential for flash flooding occurs every year in the spring and summer. Disastrous riverine flooding, caused by rapid snowmelt from early spring rains and warm weather, usually occurs in May and June, creating the potential for mudslides in the steep mountainous terrain within the county.

**Existing Warning Systems:** None.

### **HAZARD – Drought**

Colorado rainfall does not provide a consistent, dependable water supply throughout the year. Therefore, severe drought may occur creating devastating economic consequences for agriculture, forestry, wildlife management, the environment and tourism. Droughts have been serious problems in the past and will increase in frequency in the future.

**Areas of concern / Areas likely to be affected most:** The entire county will be affected by drought conditions, through increased wildfire conditions, low water levels or water restrictions.

**Frequency of Occurrence:** Highly Likely.

**Severity Rating:** Limited to catastrophic depending upon the length of the drought and the people and agriculture affected.

**Seasonal Pattern:** Year-round. Even though we have the snow season in the winter months, if the snowpack is low for long periods, along with dry summer months, drought conditions will begin to take a toll.

**Existing Warning Systems:** Long-term drought conditions are tracked and measured, and are available to the public for review. Local weather patterns will suggest drought conditions as well.

### **HAZARD – Earthquake**

Colorado is rated as having a low to moderate risk of having an earthquake with enough intensity to cause damage or injury. There are approximately 100 potentially active faults in Colorado and more than 400 earthquake tremors of magnitude 2.5 or higher have occurred in Colorado since 1870. Several significant earthquakes have occurred within the state and a number of faults are located within its boundaries, including a fault running through Park County from North to South.

The East-Side Chase Gulch fault lies between Schoolmarm Mountain and the Puma Hills on the west side of Eleven Mile Canyon Reservoir. The West-Side Chase Gulch fault is on the west side of Spinney Mountain in South Park Basin. The Eleven Mile fault branches from the East-Side Chase Gulch fault near Eleven Mile Canyon Reservoir. All three faults are within the South Park Basin, which is bounded by the Mosquito Range on the west, the Front Range on the north and east, and the Thirtynine Mile volcanic field on the south.

**Areas of concern / Areas likely to be affected most:** The primary danger of an earthquake with a potential as high as 5 on a Richter Scale would be to weaken earthen dams and reservoirs. Due to the close proximity of the East-Side and West-Side Chase Gulch faults, and the Eleven Mile fault, to the Spinney Mountain Dam, there exists the potential hazard of dam failure if an earthquake with a large magnitude were to happen in that area.

**Frequency of Occurrence:** Unlikely

**Severity Rating:** Limited

**Seasonal Pattern:** None

**Existing Warning Systems:** None

#### **HAZARD – Dam Failure**

Dam failure is a technological threat facing many communities. In the last 100 years at least 130, of the more than 2,000 dams in the state, have failed. The failure of any dam has the potential of causing extensive property damage and possibly loss of life. Park County has several dams and waterways that have the potential to cause damage or injury if they fail.

The county contains the headwaters of the South Platte River, creating the essential water needed for early development in Park County. Dams and reservoirs constructed to provide water storage for Front Range municipalities also serve as fishing and recreation sites for Park County residents and visitors. Montgomery Reservoir above Alma is storage for Colorado Springs. Denver Water operates Antero Reservoir and 11-Mile Reservoir along the South Platte, while Aurora stores municipal water in Jefferson Lake and Spinney Mountain Reservoir. The Division of Wildlife operates Terryall Reservoir along Colorado 77.

**Areas of concern / Areas likely to be affected most:**

People, structures, and property downstream from any of the six dams in Park County are at risk should a failure occur. Specifically, the towns of Alma and Fairplay are downstream of the Montgomery Dam creating the largest loss of life hazard. If Eleven Mile or Spinney dam fails, it will affect other waterways in Park, Teller, Douglas and Jefferson Counties, possibly creating a domino effect of other dam failures.

**Frequency of Occurrence:** Possible

**Severity Rating:** Critical to Catastrophic

**Seasonal Pattern:** Dam failure depends on many factors, but high waters and flooding conditions will greatly enhance the risk of failure or overflow. The potential for flash flooding occurs every year in the spring and summer. Disastrous riverine flooding, caused by rapid snowmelt from early spring rains and warm weather, usually occurs in May and June.

**Existing Warning Systems:** There are weather reporting systems in place, and emergency plans for each dam outlining its condition and possibility for failure, but warning systems for dam failure in Park County are limited. The CodeRED system can be used once a threat has been determined and residents downstream can be notified. Park County currently does not have any way to warn campers, hikers or visitors if a dam failure were to occur.

## **HAZARD – Hazardous Materials Incidents**

The release of a hazardous material into the environment could cause a multitude of problems, including environmental concerns, property damage, and human health risk. The extent of the damage is dependent upon the type, location and quantity of the material released. Although hazardous material incidents can happen almost anywhere, certain areas of Colorado are at a higher risk than others.

Due to Park County's central location, and the number of highways situated around the county, there is a greater risk of a hazardous materials incident in this area. A large volume of vehicles carrying hazardous materials travel along our highways daily. This number is greatly increased whenever a road closure exists on I-70, or in the Denver and Colorado Springs areas.

Immediate dangers from hazardous materials are fires, explosions, and the possible contamination of a community's environment and resources. Some chemicals can cause painful and damaging burns to the skin if in direct contact with them, and the release of toxic gases may cause immediate death or disablement if inhaled.

Park County does not currently have a HazMat team to handle these incidents. Therefore, mutual aid response would be necessary from Jefferson, El Paso or Summit County and CSP.

**Areas of concern / Areas likely to be affected most:** The most likely areas for a hazardous materials spill are Highways 285, 24 and 9, as vehicles carrying these materials are traveling these roads. Action Gas currently has three 30,000-gallon propane tanks and one 18,000-gallon tank located off of US Highway 285 in Pine, Colorado. US West Communications currently stores sulfuric acid and lead batteries at the Badger Mountain radio repeater site, the Bailey Community Dial Office and the Fairplay Community Dial Office. The Rex Oil Company currently has several above ground tanks located at the Bailey Bulk Plant containing: unleaded gasoline, benzene, toluene, xylene, trimethyl benzene, ethyl alcohol, naphthalene, and diesel fuel. FerrellGas has a 30,000-gallon, 18,000 gallon, and 15,000 gallon storage tank of Liquefied Petroleum (LP) gas stored off of Highway 9 in Fairplay. Additionally, they have a 55gallon drum of methanol at the same site.

**Frequency of Occurrence:** Likely

**Severity Rating:** Limited to catastrophic. A limited incident will be easily cleaned up with no risk to life, water or property. If a spill reaches a water source, the damage will be extreme, and if an explosion occurs lives will be threatened.

**Seasonal Pattern:** None.

**Existing Warning Systems:** No warning systems exist other than placarding to identify potentially hazardous substances.

## **HAZARD – Civil Disturbance**

The possibility of riots, a bomb threat or terrorism shall always exist, especially in our current society. Civil disturbance can threaten the safety and wellbeing of populations and create millions of dollars in property losses in a very short time. Bomb threats occur for the purposes of extortion or terrorism. Isolated acts of terrorism can occur without any warning and can injure or kill many people. Possible disturbances due to political disagreements, racial confrontations or other unpopular social or political decisions could cause civil unrest. Public safety and emergency response capabilities could be greatly jeopardized during a civil disturbance or terrorist act. The events of the past several years indicate a significant risk for terrorist attacks, especially to government buildings and high profile areas.

Colorado is at risk for terrorism (domestic and international) and national security incidents. These incidents could take the form of threats and hoaxes, small-scale conventional weapons or explosives, large improvised explosives,



## Park County Emergency Management Plan

chemical, biological, radiological, nuclear or cyber-attacks. One of Park County's greatest threats is access in and out of the county. If an event occurs in a heavily populated area such as Denver, Jefferson, El Paso, Teller or Summit counties, traffic into Park County will become overwhelming.

**Areas of concern / Areas likely to be affected most:** Areas to be affected most include all roadways into and out of the county due to the possibility of a disturbance/attack in a heavily populated area where the citizens will evacuate on Highway 285, Highway 9 or Highway 24. Areas of concern continue to be any and all county buildings where the public has access or where the most harm can be done, including court houses, maintenance, planning, the County Administration Building and Park County Communications.

**Frequency of Occurrence:** Possible.

**Severity Rating:** Limited to Critical depending upon the situation.

**Seasonal Pattern:** None.

**Existing Warning Systems:** National and Statewide Preparedness Levels.

**PART TWO – APPENDICES / ANNEXES**

**Appendix B**

**Matrix of Risk**

There is a strong probability of the occurrence of major events striking simultaneously or within a close time frame. There is also the probability that the occurrence of one event will trigger one or more secondary events. The correlation between the occurrence between the occurrence of a primary event and a secondary event are shown below.

**Cascading or Secondary Effects of Disasters**

<b>HAZARDS --&gt;</b>	Avalanche	Drought	Earthquake	Flood	Landslide	Tornado	Wildfire	Winter Storm	Severe Weather	Civil Disorder	Dam Failure	Hazardous Materials Incident	Power Failure	Radiological Incident	Transportation	Urban Fire	Terrorism
<b>PRIMARY EVENT</b>																	
Avalanche	X										X	X	X	X	X		
Drought		X					X			X							
Earthquake	X		X	X							X	X	X	X	X	X	
Flood				X	X						X	X	X	X	X	X	
Landslide				X	X						X	X	X	X	X	X	
Tornado						X						X	X	X	X		
Wildfire				X	X		X					X	X	X	X	X	
Winter Storm	X			X	X			X			X	X	X	X	X		
Severe Weather	X			X	X	X		X	X			X	X	X	X		
Civil Disorder							X			X		X	X	X	X	X	X
Dam Failure				X							X	X	X	X	X		
Hazardous Materials Incident										X		X			X		
Power Failure										X		X	X				
Radiological Incident										X				X			
Transportation							X					X		X	X		
Urban Fire												X				X	
Terrorism				X			X			X	X	X	X	X	X	X	X

Park County Emergency Management Plan

Following is the Colorado State list of disaster event probabilities, based on historical data. The frequency time frame is an average of all the recorded occurrences of a given event and should not be considered as an absolute indicator of when the next occurrence of an emergency or disaster event will happen.

PROBABILITY OF FUTURE OCCURRENCE			
1 – Once or more a year		4 – Once every 50 years	
2 – Once every five years		5 – Once every 100 years	
3 – Once every ten years		6 – Less than once in 100 years	
Flooding	1	Dam Failure	2
Tornado	1	Transportation	2
Avalanche	1	Subsidence	2
Wildfire	1	Drought	3
Winter Storm	1	Power Failure	3
HazMat	1	Civil Disorder	4
Landslides	1	Urban Fire (major)	6
Earthquake	1	Terrorism	*

## PART TWO – APPENDICES / ANNEXES

### Appendix C

#### Authorities: Federal, State and Local

##### Federal

1. Federal Civil Defense Act of 1950; Public Law 81-920 as amended.
2. The Disaster Relief Act of 1974, Public Law 93-288 as amended.
3. Robert T. Stafford Disaster Relief and Emergency Assistance Act and amendments; Public Law 93-288, as amended by P.L. 100-707).
4. Emergency Management and Assistance, Code of Federal Regulations, Title 44.
5. Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA); Public Law 99-499 as amended.
6. Hazardous Waste Operations and Emergency Response, OSHA, Regulation 29, CFR 1910.120.
7. Comprehensive Environment Response Compensation and Liability Act of 1980; Public Law 96-510 (CERCLA or “Superfund”).
8. Clean Water Act; Section 311 of USC 1251.
9. Resource Conservation and Recovery Act (RCRA).
10. Superfund Amendments and Reauthorization Act of 1986; Title III: The Emergency Planning and Right to Know.
11. Defense Against Weapons of Mass Destruction; Public Law 102-201.
12. Terrorism Annex to the Federal Response Plan.
13. Federal Radiological Emergency Response Plan.
14. U.S. Policy on Terrorism; Presidential Decision Directive 39.
15. Combating Terrorism; Presidential Decision Directive 62.
16. Critical Infrastructure Protection; Presidential Decision Directive 63.

##### State

1. Colorado Office of Emergency Management Plan Annex V: Terrorist Incident Response.
2. Colorado Government Code, Chapter 791 (Inter-local Cooperation Contracts).
3. Colorado Local Government Code, Chapter 203: Management and Preservation of Records.
4. Colorado Local Government Code, Chapter 240: Miscellaneous Regulatory Powers of Counties.
5. Colorado Disaster Emergency Act of 1992, Colorado Revised Statutes, Title 24, Article 32, Part 21.
6. Colorado Revised Statutes, Title 25, Article 1, 608.
7. Constitution of the State of Colorado, Article V; entitled the “Executive Department.”

##### Local

1. Park County, Colorado adopted by policy in [REDACTED], the updated Emergency Operations Plan. This plan applies to and has been approved by Park County Board of Commissioners.
2. Resolution 2005-09, adopting the National Incident Management System, signed 3/24/05.

**Colorado Disaster Act of 1992**

Title 24, Article 32, Part 21 (2101-2115)

**24-32-2101 – Short title**

This part 21 shall be known and may be cited as the “Colorado Disaster Emergency Act of 1992”.

**24-32-2102 – Purposes and limitations**

1. The purposes of this part 21 are to:
  - a. Reduce vulnerability of people and communities of this state to damage, injury, and loss of life and property resulting from natural catastrophes or catastrophes of human origin, civil disturbance, or hostile military or paramilitary action;
  - b. Prepare for prompt and efficient search, rescue, recovery, care and treatment of persons lost, entrapped, victimized, or threatened by disasters or emergencies;
  - c. Provide a setting conducive to the rapid and orderly start of restoration and rehabilitation of persons and property affected by disasters;
  - d. Clarify and strengthen the roles of the governor, state agencies, and local governments in prevention of, preparation for, response to, and recovery from disasters;
  - e. Authorize and provide for cooperation in disaster prevention, preparedness, response, and recovery;
  - f. Authorize and provide for coordination of activities relating to disaster prevention, preparedness, response, and recovery by agencies and officers of this state and similar state-local, interstate, federal-state, and foreign activities in which the state and its political subdivisions may participate;
  - g. Provide a disaster and emergency management system embodying all aspects of pre-disaster and pre-emergency preparedness and post disaster and post emergency response; and
  - h. Assist in prevention of disasters caused or aggravated by inadequate planning for regulation of public and private facilities and land use.
  
2. Nothing in this part 21 shall be construed to:
  - a. Interfere with the course or conduct of a labor dispute; except that actions otherwise authorized by this part 21 or other laws may be taken when necessary to forestall or mitigate imminent or existing danger to public health or safety;
  - b. Interfere with dissemination of news of comment on public affairs; except that any communications facility or organization, including but not limited to radio and television stations, wire services, and newspapers, may be required to transmit or print public service messages furnishing information or instructions in connection with a disaster emergency;
  - c. Affect the jurisdiction or responsibilities of police forces, fire-fighting forces, or units of the armed forces of the United States, or of any personnel thereof, when on active duty; except that state, local, and inter-jurisdictional disaster emergency plans shall place reliance upon the forces available for performance of functions related to disaster emergencies; or
  - d. Limit, modify, or abridge the authority of the governor to proclaim martial law or exercise any other powers vested in the governor under the constitution, statutes, or common law of this state independent of, or in conjunction with, any provision of this part 21.

**24-32-2103 – Definitions.**

As used in this part 21, unless the context otherwise requires:

1. “Bio-terrorism” means the intentional use of microorganisms or toxins of biological origin to cause death or disease among humans or animals.
  - 1.1 “Committee” means the governor’s expert emergency epidemic response committee created in section 24-32-2104.
  - 1.2 “Disaster” means the occurrence or immanent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural cause or cause of human origin, including but not limited to

fire, flood, earthquake, wind, storm, wave action, hazardous substance incident, oil spill or other water contamination requiring emergency action to avert danger or damage, volcanic activity, epidemic, air pollution, blight, drought, infestation, explosion, civil disturbance, or hostile military or paramilitary action.

- 1.3 “Emergency Epidemic” means cases of an illness or condition, communicable or non-communicable, caused by bio-terrorism, pandemic influenza, or novel and highly fatal infectious agents or biological toxins.
  - 1.4 “Pandemic Influenza” means a widespread epidemic of influenza caused by a highly virulent strain of the influenza virus.
2. “Political Subdivision” means any county, city and county, city, or town and may include any other agency designated by law as a political subdivision of the state.
  3. “Search and Rescue” means the employment, coordination, and utilization of available resources and personnel in locating, relieving distress and preserving life of, and removing survivors from the site of a disaster, emergency, or hazard to a place of safety in case of lost, stranded, entrapped, or injured persons.

**24-32-2104 – The governor and disaster emergencies**

1. The governor is responsible for meeting the dangers to the state and people presented by disasters.
2. Under this part 21, the governor may issue executive orders, proclamations, and regulations and amend or rescind them. Executive orders, proclamations, and regulations have the force and effect of law.
3. (a) There is hereby created a governor’s disaster emergency council, referred to in the part 21 as the “council”, consisting of not less than six nor more than nine members. The attorney general, the adjutant general, and the executive directors of the following departments shall be members: Administration, transportation, public safety, and natural resources. The additional members, if any, shall be appointed by the governor from among the executive directors of the other departments. The governor shall serve as chairman of the council, and a majority shall constitute a quorum. The council shall meet at the call of the governor and shall advise the governor and the director of the office of emergency management on all matters pertaining to the declaration of disasters and the disaster response and recovery activities of the state government; except that nothing in the duties of the council shall be construed to limit the authority of the governor to act without the advice of the council when the situation calls for the prompt and timely action when disaster threatens or exists.  
  
(b) The members of the governor’s disaster emergency council, as such existed prior to March 12, 1992, shall become the initial members of the council on March 12, 1992.
4. A disaster emergency shall be declared by executive order or proclamation of the governor if the governor finds a disaster has occurred or that this occurrence or the threat thereof is imminent. The state of disaster emergency shall continue until the governor finds that the threat of danger has passed or that the disaster has been dealt with to the extent that emergency conditions no longer exist and the governor terminates the state of disaster emergency by executive order or proclamation, but no state of disaster emergency may continue for longer than thirty days unless renewed by the governor. The general assembly, by joint resolution, may terminate a state of disaster emergency at any time. Thereupon, the governor shall issue an executive order or proclamation ending the state of disaster emergency. All executive orders or proclamations issued under this subsection (4) shall indicate the nature of the disaster, the area threatened, and the conditions which have brought it about or which make possible termination of the state of disaster emergency. An executive order or proclamation shall be disseminated promptly by means calculated to bring its contents to the attention of the general public and, unless the circumstances attendant upon the disaster prevent or impede, shall be promptly filed with the office of emergency management, the secretary of state, and the county clerk and recorder and disaster agencies in the area to which it applies.
5. An executive order or proclamation of a state of disaster emergency shall activate the disaster response and recovery aspects of the state, local and inter-jurisdictional disaster emergency plans applicable to the political

subdivision or area in question and shall be authority for the deployment and use of any forces to which the plans apply and for use or distribution of any supplies, equipment, and materials and facilities assembled, stockpiled, or arranged to be made available pursuant to this part 21 or any other provision of law relating to disaster emergencies.

6. During the continuance of any state of disaster emergency, the governor is commander-in-chief of the organized and unorganized militia and of all other forces available for emergency duty. To the greatest extent practicable, the governor shall delegate or assign command authority by prior arrangement embodied in appropriate executive orders or regulations, but nothing in this section restricts the governor's authority to do so by orders issued at the time of the disaster or emergency.
7. In addition to any other powers conferred upon the governor by law, the governor may:
  - (b) Suspend the provisions of any regulatory statute prescribing the procedures for conduct of state business or the orders, rules, or regulations of any state agency, if strict compliance with the provisions of any statute, order, rule, or regulation would in any way prevent, hinder, or delay necessary action in coping with the emergency;
  - (c) Utilize all available resources of the state government and of each political subdivision of the state as reasonably necessary action in coping with the emergency;
  - (d) Transfer the direction, personnel, or functions of state departments and agencies or units thereof for the purpose of performing or facilitating emergency services;
  - (e) Subject to any applicable requirements for compensation under section 24-32-2111, commandeer or utilize any private property if the governor finds this necessary to cope with the disaster emergency;
  - (f) Direct and compel the evacuation of all or part of the population from any stricken or threatened area within the state if the governor deems this action necessary for the preservation of life or other disaster mitigation, response, or recovery;
  - (g) Prescribe routes, modes of transportation, and destinations in connection with evacuation;
  - (h) Control ingress to and egress from a disaster area, the movement of persons within the area, and the occupancy of premises therein;
  - (i) Suspend or limit the sale, dispensing, or transportation of alcoholic beverages, firearms, explosives, or combustibles; and
  - (j) Make provision for the availability and use of temporary emergency housing.
8. (a) There is hereby created a governor's expert emergency epidemic response committee. The duties of the committee shall be to develop by July 1, 2001, a new supplement to the state disaster plan that is concerned with the public health response to acts of bio-terrorism, pandemic influenza, and epidemics caused by novel and highly fatal infectious agents and to provide expert public health advice to the governor in the event of an emergency epidemic. The committee shall meet at least annually to review and amend the supplement as necessary. The committee shall provide information to and fully cooperate with the council.
  - (b) (I) State members of the committee shall include the following:
    - (I) The executive director of the department of public health and environment;
    - (II) The chief medical officer of the department of public health and environment;
    - (III) The chief public information officer of the department of public health and environment;
    - (IV) The emergency response coordinator for the department of public health and environment;
    - (V) The state epidemiologist for the department of public health and environment;
    - (VI) The attorney general or the designee of the attorney general;
    - (VII) The president of the board of health or the president's designee;
    - (VIII) The president of the state medical society or the president's designee;
    - (IX) The president of the Colorado health and hospital association of the president's designee;
    - (X) The state veterinarian of the department of agriculture; and
    - (XI) The director of the office of emergency management.
  - (II) In addition to the state members of the committee, the governor shall appoint to the committee an individual from each of the following categories:
    - (A) A licensed physician who specializes in infectious diseases;

- (B) A licensed physician who specializes in emergency medicine;
- (C) A medical examiner;
- (D) A specialist in posttraumatic stress management;
- (E) A director of a local public health department;
- (F) A hospital infection control practitioner;
- (G) A wildlife disease specialist with the division of wildlife, and
- (H) A pharmacist member of the state board of pharmacy.

(III) The executive director of the department of public health and environment shall serve as the chair of the committee. A majority of the membership of the committee, not including vacant positions, shall constitute a quorum.

(IV) The executive director of the department of public safety or the executive director's designee shall serve as an ex officio member of the committee and shall not be able to vote on decisions of the committee. The executive director shall serve as a liaison between the committee, the council, and the Colorado emergency planning commission in the event of an emergency epidemic.

(c) The committee shall include in the supplement to the state disaster plan a proposal for the prioritization, allocation, storage, protection, and distribution of antibiotic medicines, antiviral medicines, antidotes, and vaccines that may be needed and in short supply in the event of an emergency epidemic.

(d) The committee shall convene at the call of the governor or the executive director of the department of public health and environment to consider evidence presented by the department's chief medical officer or state epidemiologist that there is an occurrence or imminent threat of an emergency epidemic, the executive director of the department of public health and environment shall advise the governor to declare a disaster emergency.

(e) In the event of an emergency epidemic that has been declared a disaster emergency, the committee shall convene as rapidly and as often as necessary to advise the governor, who shall act by executive order, regarding reasonable and appropriate measures to reduce or prevent spread of the disease, agent, or toxin and to protect the public health. Such measures may include, but are not limited to:

- (I) Procuring or taking supplies of medicines and vaccines;
- (II) Ordering physicians and hospitals to transfer or cease admission of patients or perform medical examinations of persons;
- (III) Isolating or quarantining persons or property;
- (IV) Determine whether to seize, destroy, or decontaminate property or objects that may threaten the public health;
- (V) Determining how to safely dispose of corpses and infectious waste;
- (VI) Assessing the adequacy and potential contamination of food and water supplies;
- (VII) Providing mental health support to affected persons; and
- (VIII) Informing the citizens of the state how to protect themselves, what actions are being taken to control the epidemic, and when the epidemic is over.

#### **24-32-2105 – Office of Emergency Management**

- (1) (a) There is hereby created a division of local government the office of emergency management, referred to in the part 21 as the "Office". Pursuant to section 13 of article XII of the state constitution, the executive director shall appoint a director, referred to in this part 21 as the "director", as the head of the office.  
(b) The office of emergency management and the office of the director shall exercise their powers and perform their duties and functions under the department of local affairs and the executive director as transferred to the department by a type 2 transfer, as such transfer is defined in the "Administrative Organization Act of 1968", article 1 or this title.
- (2) The division shall prepare and maintain a state disaster plan that complies with all applicable federal and state regulations and shall keep such plan current.



- (3) The office shall take part in the development and revision of local and inter-jurisdictional disaster plans prepared under section 24-32-2107. To this end the office shall employ or otherwise secure the services of professional and technical personnel capable of providing expert assistance to political subdivisions, their disaster agencies, and inter-jurisdictional planning and disaster agencies. Such personnel shall consult with political subdivisions and disaster agencies and shall make field examinations.
- (4) In preparing and revising the state disaster plan, the office may seek the advice and assistance of local government, business, labor, industry, agriculture, civic and volunteer organizations, and community leaders.
- (5) The state disaster plan or any part thereof may be incorporated in regulations of the office or executive orders which have the force and effect of law.
- (6) The office may do all things necessary for the implementation of this part 21, including but not limited to:
  - (a) Hiring personnel;
  - (b) Contracting with federal, state, local, and private entities;
  - (c) Accepting and expending federal funds.

**24-32-2106 – Financing.**

- (1) It is the intent of the general assembly and declared to be the policy of the state that funds to meet disaster emergencies shall always be available.
- (2) (a) A disaster emergency fund is hereby established which shall receive moneys appropriated thereto by the general assembly. Moneys in the disaster emergency fund shall remain therein until expended.  
  
(b) Any moneys remaining in the disaster emergency fund, as such fund existed prior to March 12, 1992, shall be transferred on March 12, 1992, to the disaster emergency fund created by paragraph (a) of this subsection (2).
- (3) The council shall review in detail each expenditure of disaster emergency moneys.
- (4) It is the legislative intent that first recourse be to funds regularly appropriated to state and local agencies. If the governor finds that the demands placed upon these funds in coping with a particular disaster are unreasonably great, the governor may, with the concurrence of the council, make funds available from the disaster emergency fund. If moneys available from the fund are insufficient, the governor, with concurrence from the council, may transfer and expend moneys appropriated for other purposes.
- (5) The director is authorized to establish, pursuant to article 4 of this title, the rules and regulations that will govern the reimbursement of funds to state agencies and political subdivisions and to promulgate such regulations.
- (6) Nothing in this section shall be construed to limit the governor's authority to apply for, administer, and expend grants, gifts, or payments in aid of disaster prevention, preparedness, response and recovery.

**24-32-2107 – Local and inter-jurisdictional disaster agencies and services**

- (1) Each political subdivision shall be within the jurisdiction of and served by the division and by a local or inter-jurisdictional agency responsible for disaster preparedness and coordination of response.
- (2) Each county shall maintain a disaster agency or participate in a local or inter-jurisdictional disaster agency, which, except as otherwise provided under this part 21, has jurisdiction over and serves the entire county.
- (3) The governor shall determine which municipal corporations need disaster agencies of their own and require that they be established and maintained. The governor shall make such determination on the basis of the municipality's disaster vulnerability and capability of response related to population size and concentration.

The disaster agency of a county shall cooperate with the disaster agencies of municipalities situated within its borders but shall not have jurisdiction within a municipality having its own disaster agency. The office shall publish and keep current a list of municipalities required to have disaster agencies under this subsection (3).

- (4) The minimum composition of a disaster agency shall be a director or coordinator appointed and governed by the chief executive officer or governing body of the appointing jurisdiction. The director or coordinator shall be responsible for the planning and coordination of the local disaster services.
- (5) Any provision of this part 21 or other law to the contrary notwithstanding, the governor may require a political subdivision to establish and maintain a disaster agency jointly with one or more contiguous political subdivisions if the governor finds that the establishment and maintenance of an agency or participation therein is made necessary by circumstances or conditions that make it unusually difficult to provide disaster prevention, preparedness, response, or recovery services under other provisions of this part 21.
- (6) Each political subdivision which does not have a disaster agency and has not made arrangements to secure or participate in the services of an agency shall have an elected official designated as liaison officer to facilitate the cooperation and protection of that subdivision in the work of disaster prevention, preparedness, response and recovery.
- (7) The mayor, chairman of the board of county commissioners, or other principal executive officer of each political subdivision in the state shall notify the office of the manner in which the political subdivision is providing or securing disaster planning and emergency services, identify the person who heads the agency from which the services are obtained, and furnish additional information relating thereto as the division requires.
- (8) Each local and inter-jurisdictional disaster agency shall prepare and keep current a local or inter-jurisdictional disaster emergency plan for its area.
- (9) The local or inter-jurisdictional disaster agency, as the case may be, shall prepare and distribute to all appropriate officials in written form a clear and complete statement of the emergency responsibilities of all local agencies and officials and of the disaster chain of command.
- (10) The Sheriff of each county shall:
  - (a) Be the official responsible for coordination of all search and rescue operations within the sheriff's jurisdiction;
  - (b) Make use of the search and rescue capability and resources available within the county and request assistance from the division only when and if the sheriff determines such additional assistance is required.
- (11) When authorized by the governor and executive director and approved by the director, expenses incurred in meeting contingencies and emergencies arising from search and rescue operations may be reimbursed from the disaster emergency fund.
- (12) Any person providing information to a local or inter-jurisdictional disaster agency may request, in writing, that such information be disseminated only to persons connected with or involved in the preparation, update, or implementation of any disaster emergency plan, and said information shall thereafter not be released to any person without the expressed written consent of the person providing the information.

**24-32-2108 – Establishment of inter-jurisdictional disaster planning and service area.**

(1) If the governor finds that two or more adjoining counties would be better served by an inter-jurisdictional arrangement than by maintaining separate disaster agencies and services, the governor may delineate by executive order an inter-jurisdictional area adequate to plan for, prevent, or respond to a disaster in that area and direct steps to be taken as necessary, including the creation of an inter-jurisdictional relationship, a joint disaster emergency plan, mutual aid, or an area organization for emergency planning and services.

(2) A finding of the governor pursuant to subsection (1) of this section shall be based on one or more factors related to the difficulty of maintaining an efficient and effective disaster prevention, preparedness, response, and recovery system on a separate basis, such as:

- (a) Small or sparse population;
- (b) Limitations on public financial resources severe enough to make maintenance of a separate disaster agency and services unreasonably burdensome;
- (c) Unusual vulnerability to disaster as evidenced by a past history of disasters, topographical features, drainage characteristics, disaster potential, and presence of disaster-prone facilities or operations;
- (d) The interrelated character of the counties in a multi-county area; and
- (e) Other relevant conditions of circumstances.

(3) If the governor find that a vulnerable area lies only partly within this state and includes territory in another state or territory on a foreign jurisdiction and that it would be desirable to establish an interstate or international relationship or mutual aid or an area organization for disaster, the governor shall take steps to that end as desirable. If this action is taken with jurisdictions that have enacted the interstate civil defense and disaster compact, any resulting agreements may be considered supplemental agreements pursuant to article VI of such compact.

(4) If the other jurisdictions with which the governor proposes to cooperate pursuant to subsection (3) of this section have not enacted the interstate civil defense and disaster compact, the governor may negotiate special agreements with such jurisdictions. Any agreement, if sufficient authority for the making thereof does not otherwise exist, becomes effective only after its text has been communicated to the general assembly and if neither house of the general assembly has disapproved it before adjournment sine die of the next ensuing session competent to consider it or within thirty days of its submission, whichever is longer.

#### **24-32-2109 – Local disaster emergencies.**

(1) A local disaster may be declared only by the principal executive officer of a political subdivision. It shall not be continued or renewed for a period in excess of seven days except by or with the consent of the governing board of the political subdivision. Any order or proclamation declaring, continuing, or terminating a local disaster emergency shall be given prompt and general publicity and shall be filed promptly with the county clerk and recorder, city clerk, or other authorized record-keeping agency and with the division.

(2) The effect of a declaration of a local disaster emergency is to activate the response and recovery aspects of any and all applicable local and inter-jurisdictional disaster emergency plans and to authorize the furnishing of aid and assistance under such plans.

(3) No inter-jurisdictions disaster agency or official thereof may declare a local disaster emergency unless expressly authorized by the agreement pursuant to which the agency functions. An inter-jurisdictional disaster agency shall provide aid and services in accordance with the agreement pursuant to which it functions.

#### **24-32-2110 – Disaster prevention.**

(1) In addition to disaster prevention measures as included in the state, local, and inter-jurisdictional disaster emergency plans, the governor shall consider steps that could be taken on a continuing basis to prevent or reduce the harmful consequences of disasters. At the governor's direction, and pursuant to any other authority and competence they have, state agencies, including but not limited to those charged with responsibilities in connection with floodplain management, stream encroachment and flow regulation, weather modification, fire prevention and control, air quality, public works, land use and land-use planning, and construction standards, shall make studies of matters related to disaster prevention. The governor and the executive director, from time to time, shall make recommendations to the general assembly, local governments, and such other appropriate public and private entities as may facilitate measures for prevention or reduction of the harmful consequences of disasters.

(2) All state departments, in conjunction with the division, shall conduct studies and adopt measures to reduce the impact of, and actions contributory to, a disaster. The studies shall concentrate on means of reducing or avoiding the dangers caused by such occurrences or the consequences thereof.

(3) If the division believes on the basis of the studies or other competent evidence that an area is susceptible to a disaster of catastrophic proportions without adequate warning, that existing building standards and land-use controls in that area are inadequate and could add substantially to the magnitude of the disaster, and that changes in zoning regulations, or building requirements are essential in order to further the purposes of this section, it shall specify the essential changes to the executive director and to the governor. If the governor upon review of the recommendations finds after public hearing that the changes are essential, the governor shall so recommend to the agencies or local governments with jurisdictions over the area and subject matter. If no action or insufficient action pursuant to the governor's recommendations is taken within the time specified by the governor, the governors shall so inform the general assembly and request legislative action appropriate to mitigate the impact of disaster.

(4) The governor, at the same time that the governor makes recommendations pursuant to subsection (3) of this section, may suspend the standard or control which the governor finds to be inadequate to protect the public safety and by regulation place a new standard or control in effect. The new standard or control shall remain in effect until rejected by joint resolution of both houses of the general assembly or amended by the governor. During the time it is in effect, the standard or control contained in the governor's regulation shall be administered and given full effect by all relevant regulatory agencies of the state and local governments to which it applies. The governor's action is subject to judicial review but shall not be subject to temporary stay pending litigation.

**24-32-2111 – Compensation – liability when combating grasshopper infestation.**

(1) Each person within this state shall conduct himself or herself and keep and manage such person's affairs and property in ways that will reasonably assist and will not unreasonably detract from the ability of the state and the public successfully to meet disasters or emergencies. This obligation includes appropriate personal service and use of restriction on the use of property in time of disaster emergency. This part 21 neither increases nor decreases these obligations but recognizes their existence under the constitution and statutes of this state and the common law. Compensation for services or for the taking or use of property shall be only to the extent that the obligations recognized in this subsection (1) are exceeded in a particular case and then only to the extent that the claimant has not volunteered such claimant's services or property without compensation.

(2) No personal services may be compensated by the state or any subdivision or agency thereof, except pursuant to statute or local law or ordinance.

(3) Compensation for property shall be made only if the property was commandeered or otherwise used in coping with a disaster emergency and its use or destruction was ordered by the governor or a member of the disaster emergency forces of this state.

(4) The amount of compensation shall be calculated in the same manner as compensation due for taking of property pursuant to eminent domain procedures, as provided in articles 1 to 7 of title 38, C.R.S.

(5) Nothing in this section applies to or authorizes compensation for the destruction or damaging of standing timber or other property in order to provide a firebreak or applies to the release of waters or the breach of impoundments in order to reduce pressure or other danger from actual or threatened flood.

(6) The state and its agencies and political subdivisions and the officers and employees of the state and its agencies and political subdivisions shall not be liable for any claim based upon the exercise or performance or the failure to exercise or perform an act relating to the combating of grasshopper infestation of this state except for negligence or willful disregard of the rights of others, and then only to the extent of one hundred thousand dollars for any injury to or damage suffered by one person and the sum of three hundred thousand dollars for any injury to or damage suffered by two or more persons in any single occurrence; except that, in such latter instance, no person may recover in excess of one hundred thousand dollars. This subsection (6) is the total extent of liability of the state and its agencies and political subdivisions and the officers and employees of the state and its agencies and political

subdivisions with regard to the combating of grasshopper infestation of the state and abrogates and common-law cause of action thereto. Except to the extent of insurance coverage, no person acting as a contractor with the state or any of its political subdivisions, or any officer or employee of such contractor, shall be liable on any claim alleging strict liability on contract or tort for actions taken relating to combating grasshopper infestation of the state under this part 21 or under House Bill No. 1001, enacted at the second extraordinary session of the fifty-first general assembly.

**24-32-2111.5 – Governor’s expert emergency epidemic response committee – compensation – liability.**

(1) Neither the state nor the members of the expert emergency epidemic response committee designated or appointed pursuant to section 24-32-2104 (8) shall be liable for any claim based upon the committee’s advice to the governor or the alleged negligent exercise or performance of, or failure to exercise or perform an act relating to an emergency epidemic. Liability against a member of the committee may be found only for wanton or willful misconduct or willful disregard of the best interests of protecting and maintaining the public health. Damages awarded on the basis of such liability shall not exceed one hundred thousand dollars for an injury to or damage suffered by three or more persons in the course of an emergency epidemic.

(2) The conduct and management of the affairs and property of each hospital, physician, health insurer or managed health care organization, health care provider, public health worker, or emergency medical service provider shall be such that they will reasonably assist and not unreasonably detract from the ability of the state and the public to successfully control emergency epidemics that are declared a disaster emergency. Such persons and entities that in good faith comply completely with board of health rules regarding the emergency epidemic and with executive orders regarding the disaster emergency shall be immune from civil or criminal liability for any action taken to comply with the executive order or rule.

(3) No personal services may be compensated by the state or any subdivision or agency of the state, except pursuant to statute or local law or ordinance.

(4) Compensation for property shall be made only if the property was commandeered or otherwise used in coping with an emergency epidemic that is declared by the governor or a member of the disaster emergency forces of this state.

(5) The amount of compensation shall be calculated in the same manner as compensation due for taking of property pursuant to eminent domain procedures, as provided in articles 1 to 7 of title 38, C.R.S.

**24-32-2112 – Telecommunications**

The state telecommunications director, working in coordination with the office, shall ascertain what means exist for rapid and efficient telecommunications in times of disaster emergencies. Operational characteristics of the available systems of telecommunications shall be evaluated by the office, and recommendations for modifications shall be made to the state telecommunications director. It is the intent of this section that adequate means of telecommunications be available for use during disaster emergencies.

**24-32-2113 – Mutual Aid.**

(1) Political subdivisions not participating in inter-jurisdictional arrangements pursuant to this part 21 nevertheless shall be encouraged and assisted by the office to conclude suitable arrangements for furnishing mutual aid in coping with disasters. The arrangements shall include provision of aid by persons and units in public employ.

(2) In passing upon local disaster plans, the governor shall consider whether such plans contain adequate provisions for the rendering and receipt of mutual aid.

(3) It is a sufficient reason for the governor to require an inter-jurisdictional agreement or arrangement pursuant to section 24-32-2108 that the area involved and political subdivisions therein have available equipment, supplies, and forces necessary to provide mutual aid on a regional basis and that the political subdivisions have not already made adequate provision for mutual aid; except that, in requiring the making of an inter-jurisdictional arrangement to accomplish the purpose of this section, the governor need not require establishment and maintenance of an inter-jurisdictional agency or arrangement for any other disaster purposes.

**24-32-2114 – Weather Modification.**

The office shall keep continuously apprised of weather conditions, which present danger of precipitation or other climatic activity severe enough to constitute a disaster. If the office determines that precipitation that may result from weather modification operations, either by itself or in conjunction with other precipitation or climatic conditions or activity, would create or contribute to the severity of a disaster, it shall recommend to the executive director of the department of natural resources, empowered to issue permits for weather modification operations under article 20 of title 36, C.R.S., to warn those organizations or agencies engaged in weather modification to suspend their operations until the danger has passed or recommend that said executive director modify the terms of any permit as may be necessary.

**24-32-2115 – Merit System.**

On and after January 1, 2000, in accordance with section 13 (4) of article XII of the state constitution, the state personnel board may provide personnel services pursuant to contract to civil defense employees of the political subdivisions of the state, except where such employees are covered by another federally approved merit system.

**PART TWO – APPENDICES / ANNEXES**

**Appendix D**

**Terms of Reference and Definitions**

**A. Terms of Reference:**

ACS	Adventist Community Services
ANG	Air National Guard
ARC	American Red Cross
ARES	Amateur Radio Emergency Services
ARNG	Army National Guard
BLM	Bureau of Land Management
BOCC	Board of County Commissioners
CAC	Colorado Administrative Code
CAP	Civil Air Patrol
CBO	Community-Based (Volunteer) Organization
CCIC	Colorado Crime Information Center
CD	Civil Defense
DHSEM	Colorado Division of Homeland Security Emergency Management
CDOT	Colorado Department of Transportation
CDPHE	Colorado Department of Public Health and Environment
CFR	Code of Federal Regulations
CGC	Colorado Government Code
CISM	Critical Incident Stress Management
CIT	Crisis Intervention Team
CLEER	Colorado Law Enforcement Emergency Radio
CPG	Civil Preparedness Guide
CSP	Colorado State Patrol
CSRB	Colorado Search and Rescue Board
CTI	Colorado Training Institute
DC	Donations Coordinator
DD	Disaster District
DDC	Disaster District Committee
DEM	Division of Emergency Management
DFO	Disaster Field Office
DERA	Designated Emergency Response Authority
DMAT	Disaster Medical Assistance Team
DMORT	Disaster Mortuary Services Team
DOE	Department of Energy
DOO	Donations Operations Office
DPS	Department of Public Safety
DRC	Disaster Recovery Center
DSG	Donations Steering Group
DSO	Disaster Summary Outline
DSR	Disaster Survey Report
EAS	Emergency Alert System
ECC	Emergency Coordination Center
EMD	Emergency Medical Dispatching
EMS	Emergency Medical Services
EMT	Emergency Medical Technician
EOC	Emergency Operations Center
EOM	End of Message
EPI	Emergency Public Information
FAOC	FEMA Alternate Operations Center

## Park County Emergency Management Plan

FBI	Federal Bureau of Investigation
FCC	Federal Communications Commission
FD	Fire Department
FPD	Fire Protection District
FEMA	Federal Emergency Management Agency
FNARS	FEMA National Radio System
FOC	FEMA Operations Center
GIS	Geographical Information Systems
HazMat	Hazardous Materials
IA	Individual Assistance
IC	Incident Command
ICP	Incident Command Post
ICS	Incident Command System
JIC	Joint Information Center
LEOP	Local Emergency Operations Plan
LRSDC	Laboratory and Radiation Services Division of Colorado
LWP	Local Warning System
MAC	Multi-Agency Coordination Group
MCI	Mass Casualty Incident
MII	Multiple Injury Incident
MUP	Multiple Utility District
NAWAS	National Warning System
NDMS	National Disaster Medical System
NOAA	National Oceanic and Atmospheric Administration
NORAD	North American Aerospace Defense Command
NUDET	Nuclear Detonation
NWS	National Weather Service
OSHA	Occupational Health and Safety Administration
PA	Public Assistance
PDA	Preliminary Damage Assessment
PIO	Public Information Officer
PSA	Public Service Announcement
PUC	Public Utility Commission
PW	Project Worksheet
RACES	Radio Amateur Civil Emergency Service
RADEF	Radiological Defense
RLO	Regional Liaison Officer (DEM)
RMT	Required Monthly Test
RO	Radiological Officer
RRC	Railroad Commission
RSA	Resource Staging Area
SAR	Search and Rescue
SBA	Small Business Administration
SO	Sheriff's Office
SOGs	Standard Operating Guidelines
SOPs	Standard Operating Procedures
TSA	The Salvation Army
TV	Television
UNC	UnMet Needs Committee
USDA	United States Department of Agriculture
USFS	United States Forest Service
VOAD	Volunteer Organization Active in Disaster
VOLAG	Voluntary Agency (charitable organization that meets the provisions of IRS Code 501(c)(3))
VFD	Volunteer Fire Department
WMD	Weapons of Mass Destruction



## B. Definitions

**Anti-terrorism Activities** – Use of defensive methods, including intelligence collection, investigation, passive protection of facilities, implementation of physical and personnel security programs, and emergency planning, to combat terrorism.

**Colorado Search and Rescue Board** – The organization that coordinates the provision of assistance to local governments during search and rescue missions.

**Consequence Management** – Measures taken to protect public health and safety, restore essential government services, and provide emergency relief to governments, businesses, and individuals affected by the consequences of terrorism. Emergency Management agencies normally have the lead role in consequence management.

**Continuity of Government** – All measures that may be taken to assure the continuity of essential functions of governments in the event of a terrorist attack or large-scale incident.

**Counter-Terrorist Activities** – Use of offensive measures to combat terrorism, such as the use of law enforcement and military resources to neutralize terrorist operations.

**Crisis Management** – Measures taken to define the threat and identify terrorists, prevent terrorist acts, resolve terrorist incidents, investigate such incidents, and apprehend those responsible. Law enforcement agencies will normally take the lead role in crisis management.

**Damage Assessment** – The appraisal or determination of the actual effects resulting from man-made or natural disaster.

**Disaster** – A disaster involves the occurrence or threat of significant casualties and/or widespread property damage that is beyond the capability of the local government to handle with its organized resources. Characteristics include:

1. Involves a large area, a sizeable population, and/or important facilities
2. May require implementation of large-scale evacuation or in-place sheltering and implementation of temporary shelter and mass care operations.
3. Requires community-wide warning and public instructions.
4. Requires a response by all local response agencies operating under one or more incident commanders.
5. Requires significant external assistance from other local response agencies, contractors and extensive state and federal assistance.
6. The EOC will be activated to provide general guidance and direction, provide emergency information to the public, coordinate state and federal support, and coordinate resource support for emergency operations.

**Disaster Medical Assistance Team** – A team of volunteer medical professionals and support personnel equipped with deployable equipment and supplies that can move quickly into a disaster area and provide medical care.

**Disaster Mortuary Services Team** - A team of mortuary service and medical personnel that provide mortuary and victim identification services following major or catastrophic disasters.

**Donations** – Refers to the following:

1. Cash: currency, checks, money orders, securities, etc.
2. Goods: food, water, clothing, equipment, toys, furniture, pharmaceuticals, bedding, cleaning supplies, etc.
3. Volunteers and Services

**Electric Cooperatives** – Member-owned non-profit electric utilities

**Emergency** – An emergency is a situation larger in scope and more severe in terms of actual or potential effects than an incident. Characteristics include:

1. Involves a large area, significant population, or important facilities
2. May require implementation of large-scale evacuation or in-place sheltering and implementation of temporary shelter and mass care operations
3. May require community-wide warning and public instructions
4. Requires a sizeable multi-agency response operating under an incident commander.
5. May require some external assistance from other local response agencies, contractors, and limited assistance from state or federal agencies.
6. The EOC will be activated to provide general guidance and direction, coordinate external support, and provide resource support for the incident.

**Emergency Broadcast System** – Consists of broadcast stations and interconnecting facilities, which have been authorized by the Federal Communications Commission to operate in a controlled manner during a disaster or a large-scale event. It is provided by the Emergency Broadcast System Plan.

**Emergency Operations Center** – Specially equipped facilities from which government officials exercise direction and control to coordinate necessary resources in an emergency situation.

**Emergency Public Information** – Information that is disseminated to the public via the news media before, during, and/or after an emergency or disaster.

**Emergency Situation** – As used in this plan, this term is intended to describe a range of situations, from an incident to a major disaster.

**Erosion** – The process of the gradual wearing away of landmasses.

**Executive Order** – A rule or order having the force of law, issued by an executive authority of a government.

**Federal Emergency Management Agency** – The federal agency responsible for the federal government's portion of the comprehensive emergency management program.

**Flood Plain** – A plain along a river or coastal area, formed from soil deposited by floods.

**Hazard Analysis** – Appendix 1 identifies the local hazards that have caused or possess the potential to adversely affect public health and safety, public or private property.

**Hazardous Materials (HazMat)** – A substance in a quantity or form posing an unreasonable risk to health, safety, and/or property when manufactured, stored, or transported. The substance, by its nature, containment, and reactivity, has the capability for inflicting harm during an accidental occurrence. Is toxic, corrosive, flammable, reactive, an irritant, or a strong sensitizer, and poses a threat to health and the environment when improperly managed. Includes toxic substances, certain infectious agents, radiological materials, and other related materials such as oil, used oil, petroleum products, and industrial solid waste substances.

**Incident** – An incident is a situation that is limited in scope and potential effects. Characteristics of an incident include:

1. A limited area and/or population
2. Evacuation or in-place sheltering is typically limited to the immediate area of the incident
3. Warning and public instructions are provided in the immediate area, not community-wide.
4. One or two local response agencies or departments acting under an incident commander. Requests for support are normally handled through agency and/or departmental channels.
5. May require limited external assistance from other local response agencies or contractors.

**Incident Command System** – A standardized method of managing emergency incidents based on a common organizational structure, common terminology, common operating procedures and known qualifications of agency operating personnel; used on-scene or to coordinate two or more on-scene operations.

**Individual Assistance** – Financial or housing assistance provided to citizens or businesses that suffer losses in a disaster. The housing assistance is only for citizens.

**Inter-governmental Agreements** – Arrangements between governments or political subdivision for reciprocal aid and assistance during emergency situations where the resources of a single jurisdiction are insufficient or inappropriate for the tasks that must be performed to control the situation.

**Mass-Casualty Incident** – A mass-casualty incident is any event that bigger than what can be handled by the routine agreements and day-to-day procedures that exist. It is not defined by a certain number of victims or types of incidents because every situation is different with regards to staffing and resources.

**Mitigate** – To lessen in force or intensity.

**Multi-Agency Coordination** – A generalized term which describes the functions and activities of representatives of involved agencies and/or jurisdictions who come together to make decisions regarding the prioritizing of incidents, and the sharing and use of critical resources. The MAC organization is not part of the on-scene ICS and is not involved in developing incident strategy or tactics.

**Mutual Aid Agreement** – Arrangements between entities (e.g. local government and fire district or between two fire districts), either public or private, to provide services across boundaries in the event of an emergency. The conditions of the agreement can be to provide reciprocal services or direct payment for services.

**National Disaster Medical System** – A nationwide mutual aid network consisting of federal agencies, businesses, and other organizations that coordinates disaster medical response, patient evacuation, and definitive medical care. At the federal level, it is a partnership between Department of Health and Human Services, the Department of Defense, the Department of Veteran’s Affairs, and FEMA. Non-federal participants include major pharmaceutical companies and hospital suppliers, the National Foundation for Mortuary Care, and certain international disaster response and health organizations.

**Preparedness** – Those activities, programs and systems that exist prior to an emergency that are used to support and enhance response to an emergency or disaster.

**Primary and Secondary Agents** – The individual who will be representing the jurisdiction in the grant process.

**Project Worksheet** – A FEMA document that lists the specifications of an approved PA project.

**Public Assistance** – Financial assistance to repair facilities and infrastructure provided to governments, public institutions, and certain private non-profit agencies that provide essential services of a governmental nature.

**Public Health Coordinator** – Acts as a liaison between the Incident Commander(s) and the Emergency Operations Center. The Public Health Nurse or a designee shall serve as a member of the EOC staff. This individual will coordinate resource requests from the Incident Commander(s) for medical needs of pre-hospital, hospital and public health. This is not a command position.

**Special Facilities** – Facilities that require unique attention because they house or serve populations that cannot take care of themselves during emergency situations and/or require unique support services. Such facilities include:

1. School and daycare centers, where students require supervision to ensure their safety.
2. Hospitals, assisted living and nursing homes, where patients need specialized health care personnel and equipment to maintain their health.
3. Correctional facilities, where offenders require security to keep them in custody.

**Special Needs Individuals or Groups** – Includes the elderly, medically fragile, mentally and/or physically challenged or handicapped, individuals with mental illness, and the developmentally delayed. These groups may need specially trained health care providers to care for them, special facilities equipped to meet their needs, and require specialized vehicles and equipment for transport. This population requires specialized assistance in meeting daily needs and may need special assistance during emergency situations.

**Stafford Act** – The Robert T. Stafford Disaster Relief and Emergency Assistance Act.

**Standard Operation Guidelines / Procedures** – Approved methods for accomplishing a task or set of tasks. SOGs or SOPs are typically prepared at the department or agency level.

**Technical Operations** – Actions to identify, assess, dismantle, transfer, or dispose of WMD or decontaminate persons and property exposed to the effects of WMD.

**Terrorist Incident** – A violent act, or an act dangerous to human life, in violation of criminal laws of the United States or of any State, to intimidate or coerce a government, the civilian population, or any segment thereof, in furtherance of political and social objectives.

**Weapons of Mass Destruction** – WMD include:

1. Explosive, incendiary, or poison gas bombs, grenades, rockets, or mines
2. Poison Gas
3. Any weapon involving a disease organism
4. Any weapon that is designated to release radiation or radioactivity at a level dangerous to human life.

## REFERENCES

1. Federal Emergency Management Agency (FEMA), 1981.
2. Civil Preparedness Principles of Warning, CPG 1-14 FEMA, 1980.
3. National Warning System (NAWAS) Operations Manual, CPG 1-16.
4. Outdoor Warning Systems Guide, CPG 1-17, FEMA, 1980.
5. Guidelines for Maintenance of Emergency Use Equipment, CPG 2-13, FEMA 1983.
6. State and Local Communications and Warning Systems Engineering Guidance, CPG 1-37, FEMA 1984.
7. Federal Assistance Handbook, CPG 1-3, FEMA 1987.
8. Guide for Flood and Flash Flood Preparedness Planning, NOAA 1977.
9. US Department of Transportation and Transport Canada, Emergency Response Guidebook.
10. Guide for All-Hazard Emergency Operations Planning, SLG-10.
11. Donations Management Guidance Manual, FEMA 1995.
12. Park County 2002 Demographic and Economic Profile, Pikes Peak Area Council of Governments.

EMERGENCY SUPPORT FUNCTION # <b>12</b> ENERGY	<b>Date Approved:</b>	1/2016
	<b>Revised Date:</b>	2/24/21
	<b>Supercedes:</b>	1/2016

**EMERGENCY SUPPORT FUNCTION #12  
ENERGY**

**LEAD AGENCY:** Park County Government

**SUPPORTING AGENCIES:** Town of Fairplay Public Works, Town of Alma; Colorado Division of Homeland Security and Emergency Management.

**I. PURPOSE**

- A. To coordinate the restoration and protection of Park County's critical electricity generation, transmission and distribution infrastructure, and the supply of fuels used in base load generation (natural gas and coal) following a major disaster, emergency, or other significant event requiring local, State and/or Federal agency response and protection.
- B. ESF #12 proactively works toward meeting requests for assistance from local electric utilities, generation fuel suppliers and deliverers to facilitate restoration and protection efforts. This is achieved through meetings with the various utilities and fuel suppliers to identify potential needs in the event of an emergency. Proper preparation and development of contact lists will facilitate restoration and protection of critical electrical infrastructure.
- C. The DHSEM will act as a liaison providing direct coordination with all other local, State, and Federal departmental response elements as requested by the affected utility(s) and/or fuel supplier(s). Additionally, this agency has been requested to brief the Governor's Office and the pertinent State agencies in the event of an emergency. If deemed appropriate by the State's electric utilities, the DHSEM can discuss the following information:
  - 1. Information on system(s) damage; and
  - 2. Estimations on the impact of system outages within affected areas.

**II. SCOPE**

March 2007  
REV. Feb. 2021

ESF #12 - 1

- A. Facilitate briefing of EOC on critical electric, natural gas, and coal system infrastructure damage and outages, including estimations on the impact and anticipated restoration timeframe.
- B. Coordinate requests from electric utility(s) and generation fuel(s) suppliers for assistance to facilitate critical infrastructure protection and restoration.
- C. Within the primary and support agencies are a variety of assets and resources that may be used in response to any event involving the electric system and/or multi-hazard problems. ("Multi-hazard" includes acts of God, radiological materials, weapons of mass destruction (WMD), and terrorism incidents.)
- D. Damage to the electric system in one region may affect other regions relying on the same interconnected system. Consequently, electricity outages within Park County can be caused from events occurring within the county or within the surrounding region.

### III. SITUATION

- A. An emergency or disaster, either natural or manmade, may disable key electric generation and delivery facilities resulting in local, statewide and possibly regional blackouts and/or brownouts (e.g., Western United States). Additionally, the fuel supply system used for generation may be interrupted.
- B. Sudden, widespread blackouts could result in panic given the timing of the event (i.e., Winter/Summer) and potential duration (i.e., weeks/months).
- C. A widespread electricity outage can cause shortages in generation of fuel supplies and vice versa.
- D. Gasoline and diesel shortages can be caused by supply, demand, and distribution problems. These fuels are need by utilities to facilitate restoration efforts through dispatch of repair vehicles. These fuels are also needed by first responders (e.g., law enforcement).
- E. Park County does not currently control or maintain any electric utilities, and the only fuel supplier is through Public Works. Therefore, it is important to maintain working relationships with all

support agencies to ensure utilities are working and maintained appropriately.

#### **IV. PLANNING ASSUMPTIONS**

- A. There may be widespread and possibly prolonged electric power failures.
- B. The transportation and telecommunications infrastructures may be affected.
- C. Delays in the production, refining, and delivery of petroleum-based products may occur as a result of loss of commercial electric power.
- D. Deployment of armed first-responders (e.g., law enforcement) to various locations may be required.
- E. Notification of public could result in panic, crisis and bedlam, requiring crowd control.

#### **V. CONCEPT OF OPERATIONS**

- A. Warning Sources:
  - 1. News media reports shall address:
    - a. affected area
    - b. estimated outage time
    - c. estimated restoration time
    - d. recommendations for survival
  - 2. United States Department of Energy statements and predictions.
  - 3. Electric utility sector statements and predictions with any assistance requested of the DHSEM.

- B. Countermeasures include:
1. Act as liaison to the EOC giving assistance to local responders to facilitate critical infrastructure protection and restoration efforts.
  2. Rely on electric utility industry restoration practices, assist utilities when, where and as directed by the utility(s).
  3. Brief ESF #6a so appropriate social service assistance can be given to those that need it.

## VI. ORGANIZATION AND RESPONSIBILITIES

A. Organization

All ESF #12 activities will normally be conducted in the EOC.

B. Responsibilities

1. Park County

- A. County officials shall notify local electric utilities and fuel suppliers in the event of an emergency. The local utilities agencies will provide support to the EOC as requested or needed to ensure incident objectives are met.
- B. Discuss county/local vulnerability to an electrical outage shortage with utility providing service.
- C. Plan for county/local outages.
- D. Prepare outage management plans.
- E. Request State assistance where necessary in preparation for an emergency event and after an event once specific, unforeseen needs are identified.

2. State Government

- a. Division of Homeland Security and Emergency Management



- (1) Serve as liaison to regulated and unregulated utility companies and State agencies to facilitate critical electric infrastructure protection and restoration.
- (2) Keep the EOC informed of electric sector, natural gas pipeline, and railroad problems when they may cause or contribute to extended outage(s).
- (3) Participate in planning for short-term and long-term emergency management, restoration and protection operations, and the development of supporting operational plans, SOPs, checklists, or other job aids in concert with existing first-responder standards.
- (4) Coordinate with the Department of Energy (DOE), the North American Electric Reliability Corporation (NERC), the National Association of Regulatory Utility Commissioners (NARUC) and other electricity sector agencies and develop procedures for responding to regional outages as a result of malicious act(s).
- (5) Participate in training and exercises aimed at continuous improvement of prevention, response, and recovery capabilities;
- (10) Identify capabilities required to prevent or respond to new or emerging threats and hazards, or to improve the ability to address existing threats.
- (11) Activate the SEOC when necessary to support local emergency management.
- (1 2) Provide information to county/local governments on the status of the energy crisis and measures required to cope with the situation.

c. Other State agencies will provide

- (1) Assistance in the alleviation of the electrical outage.

**VII. FINANCIAL MANAGEMENT**

The ESF #12 will work with the logistics Section of the EOC for the procurement of resources that Park County does not have, who will report such finances directly to the Finance Section of the EOC. During a response, all outside agencies will record and track its own expenditures and seek reimbursement from the appropriate resource after the event.


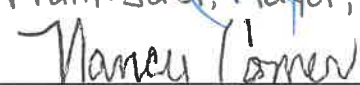
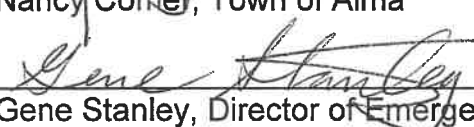
All requests for resources will be processed in accordance with policy and protocols established by the EOC.

**VIII. APPENDIXES, ATTACHMENTS, ENCLOSURES:**

The Colorado State Energy Management Plan was updated in 2018.

**IX. APPROVAL SIGNATURES**

The undersigned have hereby reviewed and approved ESF #12, Energy, of the Park County Comprehensive Emergency Operations Plan.

 _____ Frank Just, Mayor, Town of Fairplay	<u>5/13/2021</u> Date
 _____ Nancy Comer, Town of Alma	<u>4/8/21</u> Date
 _____ Gene Stanley, Director of Emergency Mgmt	<u>3/30/21</u> Date

The Emergency Support Function #12: Energy, has hereby been reviewed and approved by the Board of County Commissioners this 26<sup>th</sup> day of March, 2021, and will be added to the Comprehensive Emergency Operations Plan for Park County.

  
\_\_\_\_\_  
Dick Elsner, BOCC Chair

Attested by:

\_\_\_\_\_  
Park County Clerk



## MEMORANDUM

**TO:** Mayor and Board of Trustees

**FROM:** Kim Wittbrodt, Treasurer

**RE:** Resolution Approving PIIP Agreement with Tina Darrah

**DATE:** May 17, 2021

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Agenda Item: Resolution for PIIP Agreement

This resolution approves an agreement with Tina Darrah (Even in the End Liquor) for the 889 Steinfelt Parking Lot Project. Staff has reviewed this application and found it in compliance with the PIIP rules and regulations.

This application is for \$4,606.00 to upgrade the parking lot with asphalt and concrete on the Main Street side of the building. The property taxes paid for this property over the last five years is \$4,606.00. The estimate for the work is \$17,278.00. You have \$10,326.00 in your PIIP line item for 2021. Staff recommends approval of this application.

Both Town Administrator, Tina Darrah and Mayor, Frank Just, needs to recuse themselves from the discussion on this matter.

Approval of this resolution will require a motion, second and a roll call vote.

**TOWN OF FAIRPLAY, COLORADO**  
**RESOLUTION NO. 2021-13**

**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, AUTHORIZING THE EXECUTION OF A PROPERTY IMPROVEMENT INCENTIVE PROGRAM (PIIP) AGREEMENT BETWEEN THE TOWN AND TINA DARRAH FOR THE 889 STEINFELT PARKING LOT PROJECT.**

**WHEREAS**, the Town Board of the Town of Fairplay specifically finds that entering into this PIIP Agreement will enhance the appearance of the property thereby enhancing the appearance of the Town as a whole; and

**WHEREAS**, the Town Board finds that enhancing the appearance of the property and the Town promotes the public welfare including the expansion of retail sales tax and/or property tax generating business and expanded employment opportunities; and

**WHEREAS**, the Board of Trustees has reviewed the PIIP Agreement and finds it to be in compliance with the provisions of Section 4-9-80 of the Fairplay Municipal Code.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO**, that the Mayor is authorized to enter into this agreement between the Town of Fairplay and Tina Darrah as described in the agreement, attached hereto as "Exhibit A", and to execute the same on behalf of the Town.

**RESOLVED, APPROVED, and ADOPTED** this 17th day of May, 2021.

**TOWN OF FAIRPLAY, COLORADO**

(Seal)

\_\_\_\_\_  
Scott Dodge, Mayor Pro Tem

ATTEST:

\_\_\_\_\_  
Sarah Ernst, Deputy Town Clerk

**PROPERTY IMPROVEMENT INCENTIVE PROGRAM AGREEMENT  
(730 MAIN STREET WINDOW PROJECT)**

THIS PROPERTY IMPROVEMENT INCENTIVE PROGRAM AGREEMENT (889 Steinfelt Parking Lot Project) (hereafter referred to as the "889 Steinfelt Parking Lot Project PIIP Agreement") is made and executed this 17th day of May, 2021, by and between the TOWN OF FAIRPLAY, COLORADO, a Colorado statutory municipal corporation, (hereafter referred to as the "Town"), and Tina Darrah (hereafter referred to as the "Owner").

W I T N E S S E T H

WHEREAS, the Owner is the owner of certain real property in the Town commonly described as 889 Steinfelt, (the "Property"); and

WHEREAS, the Owner proposes to improve the Property by upgrading the parking lot with asphalt and concrete, which improvements will enhance the appearance of the Property and of the Town; and

WHEREAS, in entering into this PIIP Agreement, the Town Board of Trustees of the Town specifically finds that the criteria for approval of a PIIP Agreement set forth in Section 4-9-80 of the Fairplay Municipal Code are met; and

WHEREAS, the parties hereto wish to set forth in full their agreement as to the nature and extent of the improvements which shall be constructed and installed by the Owner within and upon the Property, and the manner for and extent of the reimbursement to the Owner for a portion of the cost of such construction and installation; and

WHEREAS, the parties wish to memorialize all aspects of their agreement as to the terms and conditions of such reimbursement in this PIIP Agreement.

NOW THEREFORE, the parties hereto, for themselves, their successors and assigns (to the extent this PIIP Agreement is assignable, as specified hereinafter), in and for the consideration of the performance of the mutual covenants and promises set forth herein, the receipt and adequacy of which are hereby acknowledged, do hereby covenant and agree as follows:

1. **Authority.** This PIIP Agreement is entered into in compliance with the provisions of Article 9, Chapter 4 of the Fairplay Municipal Code.

2. **Scope of Work.** The parties hereby mutually agree that Owner shall construct, or cause to be constructed, the improvements to the Property set forth in **Exhibit A** hereto (the "Work" or the "Project"). Such work shall be completed to the reasonable satisfaction of the Town prior to any reimbursement pursuant to this PIIP Agreement. Any change in the Scope of Work shall require the prior written approval of the Town and may result in a decrease in the amount of the reimbursement should the Town reasonably determine that the change diminishes the cost or value of the improvements. The construction or installation of the improvements shall commence no later than September 1, 2021, and shall be completed no later than December 31, 2021. Should the work not commence or not be completed by the dates specified above this PIIP Agreement shall terminate and be of no further force or effect and the Town shall have no further obligations hereunder.

3. **Cost of Project.** The estimated cost of the Project is Seventeen Thousand Two Hundred Seventy Eight Dollars (\$17,278.00).

4. **Contractor.** The contractor performing the work is PMS Paving and Betone Civil Constructors.

5. **Property tax rebate and matching funds.** The parties hereby mutually agree that the maximum amount of real property taxes to be rebated to Owner by the Town shall be Four Thousand Six Hundred Six Dollars (\$4,606.00) and that such amount does not exceed the amount of real property taxes paid on the Property to the Town during the preceding five years. Owner shall pay not less than an amount equal to fifty percent (50%) of the total cost of the Project. Should the cost of the Project decrease during the work the property tax rebate provided by the Town shall be reduced to assure that the Owner contributes at least fifty percent (50%) of the total cost of the Project.

6. **Maintenance of improvements.** Owner shall maintain the improvements in good condition and repair for a period of five years from and after the date of completion. Should Owner not perform this maintenance obligation Owner shall, upon written demand from the Town, refund to the Town all monies rebated to the Owner by the Town pursuant to this PIIP Agreement.

7. **Completion of work and payment of rebate.** Upon completion of the Work, Owner shall notify the Town of such completion and the Town shall perform an inspection of the improvements. If the improvements are completed in a satisfactory and workmanlike manner the Town shall accept same and shall, within thirty (30) day following such acceptance, rebate to the Owner the amount required by Paragraph 5 above.

8. **Annual appropriation.** The parties specifically acknowledge and agree that no undertaking on the part of the Town to rebate property taxes as specified herein constitutes a debt or obligation of the Town within any constitutional or statutory provision. The Town's obligations hereunder shall be subject to annual appropriation by the Town Board unless and until approved by the Town's electors.

9. **Assignment/Third party beneficiaries.** None of the obligations, benefits, and provisions of this PIIP Agreement shall be assigned in whole or in any part without the express written authorization of the Fairplay Town Board. In addition, no third party may rely upon or enforce any provision of this PIIP Agreement, the same being an agreement solely between the Town and the Owner, and which agreement is made for the benefit of no other person or entity.

10. **Successors and assigns.** This PIIP Agreement may be recorded and shall be binding on Owner's successors and assigns.

11. **Amendments.** This PIIP Agreement shall be subject to amendment only by a written instrument and executed by each party. Any such amendment shall require the approval by the Town Board of the Town of Fairplay at a regular or special meeting of the Town Board, and execution thereof by the Mayor and attestation by the Town Clerk.

12. **Notices.** Any written notices provided for or required in this PIIP Agreement shall be deemed delivered when either personally delivered or mailed, postage fully prepaid, certified or registered mail, return-receipt requested, to the parties at the following addresses:

To the Town:           Town Treasurer  
                              Town of Fairplay  
                              PO Box 267  
                              Fairplay, CO 80440

To the Owner:         Tina Darrah  
                              P.O. Box 1424  
                              Fairplay, CO 80440

EXECUTED the day and year first above-written.

THE TOWN OF FAIRPLAY, COLORADO

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Scott Dodge, Mayor Pro Tem

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Sarah Ernst, Deputy Town Clerk

OWNER:

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Tina Darrah



TOWN OF FAIRPLAY

Property Improvement Incentive Program (PIIP)

APPLICATION for CONSIDERATION

Name of Applicant (Must be Property Owner): Tina Darrah

Property Address: 889 Steinfeld Parkway

Mailing Address: PO Box 1424, Fairplay, CO 80440

Phone: 719-836-3155

Email: tinadarrah@gmail.com

Description of Project (attach photo of current property/project area, description and/or drawings of proposed improvements, estimates/bids, further narrative if needed, etc.): \_\_\_\_\_

This project is to improve the parking lot and entrance to the store at 889 Steinfeld (parking lot and entrance face Main St. directly across from new Town parking lot). A concrete slab will be poured in front of the entrance and the parking lot will be asphalted. Drainage will be addressed as well.

Estimated Cost of Project: \$ 17,278<sup>-</sup>

Amount of PIIP Funds Applied for (cannot exceed amount of property tax paid to the Town of Fairplay over the last five years): \$ 4,606<sup>-</sup>

Amount of Matching Funds from Applicant (must be at least 50% of the cost of the project): \_\_\_\_\_  
\$ 12,672<sup>-</sup>

Upon submission of this completed application a meeting will be scheduled for you to meet with the Town Staff regarding your application and the program.

By signing this application you certify that you have received and read the rules and regulations of the PIIP Program - Ordinance No. 1, 2014.

Applicant signature:  Date: 5-12-2021

DOOR

BUILDING

PORCH

243 SF  
CONCRETE

ROCKERY BORDER

2.06 %

2456 SF  
ASPHALT

SIGN ISLAND  
DIRT

GRADE & SHOULDER w/ RAP

.24 %

GRADE & SHOULDER w/ RAP

1.66 %

FENCE

FENCE



Tina Darrah <tinadarrah@gmail.com>

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**Re: OA View and Points List Even in the End**

1 message

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**Chuck Murphy** <pmspaving@hotmail.com>  
To: Tina Darrah <tinadarrah@gmail.com>

Mon, May 3, 2021 at 3:44 PM

I looked at the pricing for the parking lot based on Frank taking care of the majority of the work and us just paving. Our total bid would be \$9,000.00 for that piece. Let me know if you have any questions.

Sincerely,

Chuck Murphy  
PMS, Inc.  
719-539-1400 office  
719-539-1401 fax  
719-530-1776 cell



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**From:** Tina Darrah <tinadarrah@gmail.com>  
**Sent:** Tuesday, April 27, 2021 4:30 PM  
**To:** pmspaving@hotmail.com <pmspaving@hotmail.com>  
**Subject:** Fwd: OA View and Points List Even in the End

Hi Chuck,

Here is what Frank sent me - he said he would do all of the grading and the concrete work.

Please give me a call if you have any questions - I am really glad to be working with you.

Thanks so much!  
Tina

**From:** Frank Just <[frank@betonellc.com](mailto:frank@betonellc.com)>  
**Date:** April 27, 2021 at 12:02:59 PM MDT  
**To:** Tina Darrah <[tdarrah@fairplayco.us](mailto:tdarrah@fairplayco.us)>  
**Subject:** OA View and Points List Even in the End

Tina,

Take a look at this and see if it fits what you have in mind. I adjusted the grades to minimize the flows toward the building and reverse graded the concrete slab to have a positive flow away from the entrance. Most of the area is a cut with a minor fill at the NW side to achieve my objective.

Call me to discuss.

Thanks

Frank



PO Box 1459

Silverthorne, Colorado 80498

O: (970) 513-0711

C: (970) 485-2688

# BID

BID To: Tina Darrah

Project Name: Even in the End Parking Lot  
Project Owner: Tina Darrah  
Project Address:  
City, State, Zip Fairplay, CO 80440

Date Submitted: Monday, May 03, 2021

ITEM	CODE	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	AMOUNT
1		Concrete Slab: 6" Thick 4500 psi w/ 1 1/2# Fiber/CY	1.00	LS	\$ 3,524.00	\$3,524.00
2		Asphalt Subgrade: Cut-Fill to Grade/Compact/Blue Top	1.00	LS	\$ 4,754.00	\$4,754.00
						<b>\$8,278.00</b>

Additional work beyond the scope of this proposal shall be commenced only after a written change order, and will be an extra cos to this BID.

Tina Darrah

Betone, LLC

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Acceptance: \_\_\_\_\_

Authorized: \_\_\_\_\_

Date: \_\_\_\_\_

Submitted: Monday, May 03, 2021

