



BOT Regular Workshop and Meeting 3/1/23

Town of Lake City

Mar 1, 2023 at 6:00 PM MST to Mar 1, 2023 at 8:30 PM MST

230 N. Bluff Street Armory Multi-Purpose Room

Agenda

I. Workshop 6:00pm

- A. Dark Skies Update (DIRT)**
- B. Discussion Regarding Colorado Local Government Opioid Participation in Settlements with Teva, Allergan, Walmart, CVS, and Walgreens**
- C. Discussion Regarding Letter of Intent to Participate in the Hinsdale County Multi-Jurisdictional Hazard Mitigation Plan**
- D. Discussion Regarding a Letter of Support for Marketing Committees' CTO Tourism Management Grant Application**
- E. Discussion Regarding a Letter of Support for Hinsdale County EMS Grant Application to CREATE**
- F. Discussion Regarding Ordinance 2023-03 Approving a Loan from the CWRPDA for the WWTP Renovation Project**

II. Regular Meeting 7:00pm

- A. Call To Order**
- B. Roll Call**
- C. Minutes 2/15/23**
- D. Bills Payable 3/1/23**
- E. Public Hearing for 387 Alpine Court Short Term Rental Application 7:10 pm**
[Recording of October 19, 2022 Public Hearing](#)
 - 1. Discussion and Possible Action to Approve, Approve with Conditions, or Deny the 387 Alpine Court Short Term Rental Application**
- F. Employee Reports**
 - 1. Parks and Recreation Report (Ben Hake)**
 - 2. Public Works Report (Jameson Johnston)**
 - 3. Town Clerk (Lex Mulhall)**
 - 4. Town Manager Report (Lex Mulhall)**
 - 5. Building Official Report (Gabe McNeese)**
 - 6. Sheriff's Report (Chris Kambish)**
 - 7. Mayor/Trustee Reports**

8. Legal Update

G. Correspondence Received

- 1. Lake City Old West (LCOWS) Shooters Letter of Intent to Perform in Lake City during 2023**

H. Citizen Communication

I. Additions to the Agenda

J. Action Items

- 1. Discussion and Possible Action to Approve Town of Lake City Participation in Settlements with Teva, Allergan, Walmart, CVS, and Walgreens**
- 2. Discussion and Possible Action to Approve a Letter of Intent to Participate in the Hinsdale County Multi-Jurisdictional Hazard Mitigation Plan**
- 3. Discussion and Possible Action to Approve a Letter of Support for Marketing Committees' CTO Tourism Management Grant Application**
- 4. Discussion and Possible Action to Approve a Letter of Support for Hinsdale County EMS Grant Application to CREATE**
- 5. Discussion and Possible Action to Approve Ordinance 2023-03 Approving a Loan from the CWRPDA for the WWTP Renovation Project**

Colorado Local Government Opioid Participation Forms:

Please review, complete & sign **the five** Participation Forms and either:

- 1) **Upload with this Google Form**
<https://forms.gle/2qVN2xxkVXsg3mvi7>
- 2) **Or send to Opioids@coag.gov**

Participation Forms are due by no later than April 7th, 2023

Attachment A: Teva Settlement Participation Form

Attachment B: Allergan Settlement Participation Form

Attachment C: Walmart Settlement Participation Form

Attachment D: CVS Settlement Participation Form

Attachment E: Walgreens Settlement Participation Form

Please reach out to Opioids@coag.gov if you have any questions or need assistance.

Attachment A: Teva Settlement Participation Form

Exhibit K
Subdivision and Special District Settlement Participation Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Teva Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Teva Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Teva Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Teva Settlement.



8. The Governmental Entity has the right to enforce the Teva Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Teva Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Teva Settlement are intended by Released Entities and the Governmental Entity to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Teva Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Teva Settlement.
11. In connection with the releases provided for in the Teva Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Teva Settlement.

12. Nothing herein is intended to modify in any way the terms of the Teva Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Teva Settlement in any respect, the Teva Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



Attachment B: Allergan Settlement Participation Form

EXHIBIT K
Subdivision and Special District Settlement Participation Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Allergan Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.



7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.
8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.



I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



Attachment C: Walmart Settlement Participation Form

EXHIBIT K

Subdivision Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 (“Walmart Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopiodsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.
7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



Attachment D: CVS Settlement Participation Form

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*CVS Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.
7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.



11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*Walgreens Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.
7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.



11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____





Town of Lake City

P. O. Box 544
230 North Bluff Street
Lake City, Colorado 81235
970 • 944-2333

LETTER OF INTENT TO PARTICIPATE

March 1, 2023

Hinsdale County Board of County Commissioners
Hinsdale County
311 Henson St, P.O. Box 277
Lake City, CO 81235

Re: "Statement of Intent to Participate" as a participating jurisdiction in the Hinsdale County Multi-Jurisdictional Hazard Mitigation Plan (HMP)

Dear Hinsdale County Board of County Commissioners,

In accordance with the Federal Emergency Management Agency's (FEMA) Local Hazard Mitigation Plan (HMP) requirements, under 44 CFR §201.6, which specifically identify criteria that allow for multi-jurisdictional mitigation plans, the Town of Lake City is submitting this letter of intent to confirm that the Town has agreed to participate in the Hinsdale County Multi-Jurisdictional Hazard Mitigation Planning effort.

Further, as a condition to participating in the mitigation planning, the Town of Lake City agrees to meet the requirements for mitigation plans identified in 44 CFR §201.6 and to provide such cooperation as is necessary and in a timely manner to Hinsdale County to complete the plan in conformance with FEMA requirements.

The Town of Lake City understands that it must engage in the following planning process, as more fully described in FEMA's *Local Mitigation Planning Handbook* dated April 2023 including, but not limited to:

- Identification of hazards unique to the jurisdiction;
- The conduct of a vulnerability analysis and an identification of risks, where they differ from the general planning area;
- The formulation of mitigation goals responsive to public input and development of mitigation actions complementary to those goals. A range of actions must be identified specific for each jurisdiction;
- Demonstration that there has been proactively offered an opportunity for participation in the planning process by all community stakeholders (examples of participation include relevant involvement in any planning process, attending meetings, contributing research, data, or other information, commenting on drafts of the plan, etc.);
- Documentation of an effective process to maintain and implement the plan;
- Formal adoption of the Multi-Jurisdictional Hazard Mitigation Plan by the jurisdiction's governing body (each jurisdiction must officially adopt the plan).

Therefore, with a full understanding of the obligations incurred by an agreement between the Lead Jurisdiction and the Participating Jurisdiction, I, Mayor Dave Roberts, commit the Town of Lake City to the Hinsdale County Multi-Jurisdictional Hazard Mitigation Planning effort.

Executed this 1st day of March, 2023

Dave Roberts
Mayor



Town of Lake City

P. O. Box 544
230 North Bluff Street
Lake City, Colorado 81235
970 • 944-2333

March 1, 2023

RE: Letter of support for the CTO Tourism Management Grant

To Whom It May Concern,

On behalf of the Board of Trustees of the Town of Lake City, I am excited to have this opportunity to express our support for the Hinsdale County/Lake City Marketing Committee's application for the CTO Tourism Management Grant to create a Strategic Vision for Tourism & Marketing and to increase collaboration between our various tourism organizations.

The Town of Lake City and Hinsdale County function on a tourist-based economy. Encompassing more than 1,000 square miles of beauty and recreation opportunities, Hinsdale County is a remote destination located in the San Juan Mountains and home to Colorado's second-largest natural lake.

Climbers, fishermen, hunters, 4-wheel enthusiasts, hikers, bikers, horseback riders, birdwatchers, and history buffs continue to enjoy visiting Hinsdale County. Lake City has seen an increase in tourism as well as its increased impacts. Addressing these impacts with a plan will help us navigate the future of marketing and tourism with data and direction. As we work to sustainably increase off-peak season tourism in the winter, a plan will be essential to continue to fund this effort.

The Town of Lake City is pleased to support this grant request as a Hinsdale County/Lake City Marketing Committee partner. Thank you for your consideration.

Sincerely,

Dave Roberts
Mayor



Town of Lake City

P. O. Box 544
230 North Bluff Street
Lake City, Colorado 81235
970 • 944-2333

March 1, 2023

CREATE Grant Review Team
Colorado Rural Health Center
3033 S Parker Rd #606
Aurora, CO 80014

To Whom It May Concern:

Please accept this letter of support from the Town of Lake City for Hinsdale County EMS (HCEMS) in their application for funding to send 4 of our community volunteer EMTs to the 2023 Colorado EMS Educators' Symposium. This conference is a 2.5 day offering with an agenda filled with state and nationally recognized experts in EMS education, and access to this kind of quality opportunity is difficult to come by in Hinsdale's remote location.

Our local EMS crew is comprised of providers who are relatively young in their EMS careers without a great deal of formal teaching experience. As they begin to build the foundations of a local education program, the information and resources available through the Educators' Symposium are invaluable in enabling these future instructors to effectively mold additional members of our community into teammates.

HCEMS is a 24/7 year-round EMS service run by a small handful of dedicated volunteers. It is important that their recruitment growth matches our county's growing needs, and we strongly support their focus on enabling our local EMT volunteers to teach new team members. Our county will be depending on those trained through the future local EMT certification course and we thank you for your consideration in allocating funds to support our community.

Sincerely,

Dave Roberts
Mayor

**TOWN OF LAKE CITY, COLORADO
ORDINANCE NO. 2023-03**

AN ORDINANCE OF THE BOARD OF TRUSTEES FOR THE TOWN OF LAKE CITY, COLORADO, APPROVING A LOAN FROM THE COLORADO WATER RESOURCES AND POWER DEVELOPMENT AUTHORITY (“CWRPDA”) IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$3,016,500; AUTHORIZING THE FORMS AND EXECUTION OF THE LOAN AGREEMENT AND GOVERNMENTAL AGENCY BOND TO EVIDENCE SUCH LOAN; AUTHORIZING THE CONSTRUCTION OF A PROJECT; PRESCRIBING OTHER DETAILS IN CONNECTION THEREWITH.

WHEREAS, the Town of Lake City, Colorado (the “Town”), is a political subdivision of the State of Colorado (the “State”), duly organized and existing as a statutory city under the laws of the State; and

WHEREAS, the members of the Board of Trustees of the Town (the “Board”) have been duly elected and qualified; and

WHEREAS, the Town has acted pursuant to Article X, Section 20 of the Colorado Constitution (TABOR), Title 37, Article 45.1, Colorado Revised Statutes (the “Enterprise Act”) and Ordinance No. 2015-03 (the “Enterprise Ordinance”), duly enacted by the Board, to create a the “Town of Lake City Water and Sewer Enterprise” (the “Enterprise”) to operate the municipal water and sewer systems serving the inhabitants of the Town (the “System”); and

WHEREAS, the Enterprise presently qualifies as an “enterprise” for purposes of TABOR; and

WHEREAS, the Board, acting by and through the Enterprise, has heretofore determined the need to improve the existing wastewater treatment facility, including capacity expansion and various upgrades and treatment process improvements (as further described and defined in the Loan Agreement (defined herein), the “Project”); and

WHEREAS, the Town has made application to the Colorado Water Resources and Power Development Authority (the “CWRPDA”), a body corporate and political subdivision of the State of Colorado, for a loan to finance all or a portion of the cost of the Project; and

WHEREAS, the Board has determined that in order to finance all or a portion of the cost of the Project, it is necessary and advisable and in the best interests of the Town (i) to enter into a loan agreement with CWRPDA (the “Loan Agreement”), pursuant to which CWRPDA shall loan the Town an amount of not to exceed \$3,016,500 at 2.00% interest (the “Loan”) for such purposes, and (ii) to issue a governmental agency bond (the “Bond”) to CWRPDA evidencing the Town’s obligations under the Loan Agreement; and

WHEREAS, TABOR requires an election to incur any multiple fiscal year obligation unless such obligation is incurred for an enterprise; and

WHEREAS, under TABOR, the Enterprise is a government owned business authorized to issue its own revenue Bond and receiving under 10% of annual revenue in grants from all Colorado state and local governments combined; and

WHEREAS, in 2022, the Enterprise received grants from all Colorado state and local governments combined which were less than 10% of the annual revenue of the System; and

WHEREAS, there have been presented to the Board the forms of the Loan Agreement and the Bond (collectively, the “Financing Documents”); and

WHEREAS, the Financing Documents shall constitute revenue obligations of the Town, payable from the Net Revenues of the System (as defined in the Loan Agreement); and

WHEREAS, the Town has pledged the Net Revenue derived or to be derived from the operation of the System to payment of the bond issued under a Loan Agreement dated July 10, 2015, between the Town and the CWRPDA (the “2015 Loan Agreement”) in the amount of \$500,000 (the “2015 Loan”) and to payment of the bond issued under a Loan Agreement dated March 19, 2019, between the Town and the CWRPDA (the “2019 Loan Agreement” and together with the 2015 Loan Agreement, the “Prior Loan Agreements”) in the amount of \$900,000 (the “2019 Loan” and together with the 2015 Loan, the “Prior Loans”); and

WHEREAS, the Town is not in default in making any payments required by the Prior Loan Agreements; and

WHEREAS, the requirements of the Prior Loan Agreements required for the issuance of this Bond have been satisfied and the Town may enter into the Loan as a parity obligation with the Prior Loans; and

WHEREAS, pursuant to Title 31, Article 35, Part 4, C.R.S. (the “Sewer and Water Systems Act”) and the Enterprise Act, the Financing Documents may be approved by the Board without an election; and

WHEREAS, the forms of the Financing Documents are on file with the Town Clerk; and

WHEREAS, the Board serves as the governing body of the Enterprise; and

WHEREAS, the Board desires to approve the form of the Financing Documents and other documents referenced therein, authorize the execution of the Loan Agreement, and authorize the execution and delivery of the Bond.

WHEREAS, the Board finds and determines that it would be in the best interests of the Town and its residents to enter into the Loan Agreement.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF LAKE CITY, COLORADO:

Section 1. Recitals Incorporated. The foregoing recitals are made a part of this Ordinance.

Section 2. Determinations. The Board hereby finds and determines that the Enterprise constitutes an enterprise under TABOR.

Section 3. Approvals, Authorizations, and Amendments. The forms of the Financing Documents presented at this meeting are incorporated herein by reference and are hereby approved. The Town shall enter into and perform its obligations under the Financing Documents in the forms of such documents, with such changes as are not inconsistent herewith and as are hereafter approved by the Mayor of the Town (the “Mayor”) or the Town Manger. The Mayor, the Town Manager and Town Clerk are hereby authorized and directed to execute the Financing Documents and to affix the seal of the Town thereto, and further to execute and authenticate such other documents or certificates as are deemed necessary or desirable in connection therewith. The Financing Documents shall be executed in substantially the forms approved at this meeting.

The execution of any instrument or certificate or other document in connection with the matters referred to herein by the Mayor, the Town Manager, and Town Clerk or by other appropriate officers of the Town, shall be conclusive evidence of the approval by the Town of such instrument.

Section 4. Election to Apply the Supplemental Act. Section 11-57-204 of the Supplemental Public Securities Act, constituting Title 11, Article 57, Part 2, C.R.S. (the “Supplemental Act”) provides that a public entity, including the Town, may elect in an act of issuance to apply all or any of the provisions of the Supplemental Act. The Town hereby elects to apply all of the provisions of the Supplemental Act to the Financing Documents.

Section 5. Delegation.

(a) Pursuant to Section 11-57-205 of the Supplemental Act, the Town hereby delegates to the Mayor or the Town Manager the independent authority to make the following determinations relating to and contained in the Loan Agreement and the Bond, subject to the restrictions contained in paragraph (b) of this Section 5:

- i. The interest rate on the Loan;
- ii. The principal amount of the Loan;
- iii. The amount of principal of the Loan maturing in any given year and the final maturity of the Loan;
- iv. The dates on which the principal of and interest on the Loan are paid; and
- v. The existence and amount of reserve funds for the Loan, if any.

(b) The delegation in paragraph (a) of this Section 5 shall be subject to the following parameters and restrictions:

- i. The interest rate on the Loan shall not exceed 2.00%;

- ii. The principal amount of the Loan shall not exceed \$3,016,500; and
- iii. The final maturity of the Loan shall not be later December 31, 20[55].

Section 6. Conclusive Recital. Pursuant to Section 11-57-210 of the Supplemental Act, the Loan and the Loan Agreement shall contain recitals that the Loan is issued pursuant to certain provisions of the Supplemental Act. Such recital shall be conclusive evidence of the validity and the regularity of the issuance of the Loan after its delivery for value.

Section 7. Ratification and Approval of Prior Actions. All actions heretofore taken by the officers of the Town and members of the Board, not inconsistent with the provisions of this Ordinance, relating to the Financing Documents, or actions to be taken in respect thereof, are hereby ratified, approved, and confirmed.

Section 8. Pledge of Revenues. The creation, perfection, enforcement, and priority of the pledge of revenues to secure or pay the Loan and the Loan Agreement provided herein shall be governed by Section 11-57-208 of the Supplemental Act and this Ordinance. The amounts pledged to the payment of the Loan and the Loan Agreement shall immediately be subject to the lien of such pledge without any physical delivery, filing, or further act. The lien of such pledge shall have the priority described in the Loan Agreement. The lien of such pledge shall be valid, binding, and enforceable as against all persons having claims of any kind in tort, contract, or otherwise against the Town irrespective of whether such persons have notice of such liens.

Section 9. Limitation of Actions. Pursuant to Section 11-57-212 of the Supplemental Act, no legal or equitable action brought with respect to any legislative acts or proceedings in connection with the Financing Documents shall be commenced more than thirty days after the issuance of the Loan.

Section 10. Limited Obligation; Special Obligation. The Loan Agreement and Loan are payable solely from the Pledged Property (as defined in the Loan Agreement), and the Loan Agreement and Loan do not constitute a debt within the meaning of any constitutional or statutory limitation or provision.

No elected or appointed officers or agents of the Town shall be subject to any pecuniary liability in connection with any agreement, covenant, or undertaking by the Town, or by them, contained in any document executed in connection with the authorization, execution, and delivery of the Financing Documents or this Ordinance or with respect to any action taken or omitted to be taken in good faith with reference thereto.

Section 11. Disposition and Investment of Loan Proceeds. The proceeds of the Loan shall be applied to pay the costs and expenses of acquiring, constructing and equipping the Project, including costs related thereto and, to the extent permitted under federal tax laws, reimbursement to the Town for capital expenditures heretofore incurred and paid from Town funds in anticipation of the incurrence of long-term financing therefor, and all other costs and expenses incident thereto, including without limitation the costs of obtaining the Loan. Neither CWRPDA nor any subsequent owner(s) of the Loan Agreement shall be responsible for the

application or disposal by the Town or any of its officers of the funds derived from the Loan. In the event that all of the proceeds of the Loan are not required to pay such costs and expenses, any remaining amount shall be used for the purpose of paying the principal amount of the Loan and the interest thereon, as applicable.

Section 12. Town Representative. Pursuant to Exhibit B of the Loan Agreement, the Mayor and the Town Manager are hereby designated as the Authorized Officers (as defined in the Loan Agreement) for the purpose of performing any act or executing any document relating to the Loan, the Town, or the Financing Documents. A copy of this Ordinance shall be furnished to CWRPDA as evidence of such designation.

Section 13. Estimated Life of Improvements. It is hereby determined that the estimated life of the Project to be financed with the proceeds of the Loan is not less than the final maturity of the Loan.

Section 14. Direction to Take Authorizing Action. The appropriate officers of the Town and members of the Board are hereby authorized and directed to take all other actions necessary or appropriate to effectuate the provisions of this Ordinance, including but not limited to such certificates and affidavits as may reasonably be required by CWRPDA.

Section 15. Ratification and Approval of Prior Actions. All actions heretofore taken by the officers of the Town and members of the Board, not inconsistent with the provisions of this Ordinance, relating to the Financing Documents, or actions to be taken in respect thereof, are hereby ratified, approved, and confirmed.

Section 16. Severability. If any section, paragraph, clause, or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance, the intent being that the same are severable.

Section 17. Repealer. All orders, resolutions, bylaws, ordinances or regulations of the Town, or parts thereof, inconsistent with this Ordinance are hereby repealed to the extent only of such inconsistency.

Section 18. Ordinance Irrepealable. After the Loan is issued, this Ordinance shall constitute an irrevocable contract between the Town and CWRPDA, and shall be and remain irrepealable until the Loan and the interest thereon, as applicable, shall have been fully paid, satisfied, and discharged. No provisions of any constitution, statute, charter, ordinance, resolution or other measure enacted after the issuance of the Loan shall in any manner be construed as impairing the obligations of the Town to keep and perform the covenants contained in this Ordinance.

Section 19. Recordation. A true copy of this Ordinance, as adopted by the Board, shall be numbered and recorded on the official records of the Town and its adoption and publication shall be authenticated by the signatures of the Mayor and the Town Clerk, and by a certification of publication.

Section 20. Publication and Effective Date. This Ordinance after its passage on first and final reading shall be numbered, recorded, published and posted and the adoption, posting, and publication shall be authenticated by the signature of the Mayor and the Town Clerk. This Ordinance shall become effective thirty (30) days after publication

[Remainder of page left blank intentionally]

**INTRODUCED, READ BY TITLE, PASSED, AND ORDERED PUBLISHED
THIS _____ DAY OF _____, 2023.**

TOWN OF LAKE CITY, COLORADO

(SEAL)

BY: _____
Mayor

ATTEST:

Town Clerk

STATE OF COLORADO)
)
 COUNTY OF HINSDALE) SS.
)
 TOWN OF LAKE CITY)

I, Alexander Mulhall, the duly appointed, qualified and acting Town Clerk of the Town of Lake City, Colorado (the “Town”) do hereby certify:

1. That the foregoing pages are a true, correct, and complete copy of an ordinance adopted by the Board of Trustees of the Town (the “Board”) of the Town at a regular meeting of the Board held at the Town Hall on _____, by an affirmative vote of a majority of the members of the Board as follows:

Name	“Yes”	“No”	Absent	Abstain
Dave Roberts, Mayor				
Diane Bruce, Trustee				
Jesse Kendall, Trustee				
Jeff Heaton, Trustee				
Henry Woods, Trustee				
Trip Horn, Trustee				
Doug Hamel, Trustee				

2. That notice of the regular meeting on _____, in the form attached hereto as **Exhibit A**, was posted in a designated public place within the boundaries of the Town no less than twenty-four hours prior to the meeting as required by law.

3. That the ordinance was published in _____, a newspaper of general circulation in the Town, after its adoption, in accordance with the laws of the State. The affidavit of publication is attached hereto as **Exhibit B**.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of
said Town this ____ day of _____, 2023.

Town Clerk

(SEAL)

EXHIBIT A

(Attach Meeting Notice)

EXHIBIT B

(Attach Affidavit of Publication)

Minutes

Meeting Name: Regular BOT Meeting

Meeting Start Time: 7:00 PM MDT

Meeting Start Date: 2/15/2023

Meeting End Time: 8:01 PM MDT

Meeting End Date: 2/15/2023

Meeting Location: 230 N. Bluff Armory Multi-purpose Room

Agenda:

- I. Public Hearing – Start time 5:30pm
 - A. Public Hearing on 1215 Golden Road Short Term Rental Application
 - B. Discussion and Possible Action to Approve, Approve with Conditions, or Deny 1215 Golden Road Short Term Rental Application. Motion to approve application without conditions made by Trustee Bruce, seconded by Trustee Heaton. Motion passed 5 to 2.
Voting Yes - Trustees Bruce, Hamel, Heaton, Kendall, and Mayor Roberts
Voting No - Trustees Horn and Woods.
End Time - 5:42pm

- II. Regular Workshop – Start time 5:43pm
 - A. Discussion regarding Town of Lake City Community Suburban Policy
 - B. Discussion regarding Radio Emergency Communications through the Roundtop Communications Site with Jerry Gray
 - C. Discussion with Diane Deshazzo about Changing the Local Ordinance so as to Allow the Sale of Marijuana
 - D. Discussion regarding Providing Public Access to LFVC Property Below 8.5 Street Bridge
 - E. Discussion regarding a letter of support for Lex Mulhall's scholarship application to attend the 2023 CML annual conference
 - F. Discussion regarding 5 letters of support for Hinsdale County Historical Society who is seeking grant finding to restore historic Rail Car 211

End time – 6:46pm

- III. Regular Meeting – Start time 7:00pm

- A. Call to Order
- B. Roll Call - Present: Mayor Roberts and Trustees Bruce, Hamel, Heaton, Horn, Kendall, and Woods.
- C. Executive Session Pursuant to CRS 24-6-402(4)(E)(I) for the purpose of determining positions relative to matters that may be subject to negotiations regarding the 3rd Street Construction Project
 - 1. Motion to enter into Executive Session made by Trustee Bruce, seconded by Trustee Hamel. Motion passed with all present voting yes in a roll call vote except Trustee Woods who voted no.
Executive Session start time: 7:02pm
 - 2. Motion to exit Executive Session made by Trustee Woods, seconded by Trustee Kendall. Motion passed with all present voting yes in a roll call vote.
Executive Session end time 7:13pm
- D. Approval of Minutes – February 1st 2023. Motion made by Trustee Hamel, seconded by Trustee Bruce. Motion passed with all present voting yes except Trustee Heaton and Trustee Kendall who abstained due to being absent at that meeting.
- E. Approval of Bills Payable – February 15th 2023 in the Total of \$25,526.93. Motion made by Trustee Hamel, seconded by Trustee Kendall. The motion passed with all present voting yes in a roll call vote. Trustee Hamel abstained from voting on Blue Spruce Building Materials invoices.

IV. Employee Reports:

- 1. Lake San Cristobal Water Activity Enterprise (Woods)
- 2. Historic Preservation Commission (Fox)
- 3. Chamber of Commerce (Kendall)
- 4. Marketing Committee (Bruce)
- 5. DIRT (Hamel)
- 6. High Alpine Region Team (Woods)
- 7. Region 10 (Hamel)
- 8. Planning and Zoning (Dozier)
- 9. Town Manager/Treasurer (Mulhall)
- 10. Town Engineer (Fagan)
- 11. Legal Update (Krob)
- 12. Mayor/Trustee Reports

V. Correspondence Received – None

VI. Citizen Communication – None

VII. Additions to the Agenda - None

VIII. Action Items

A. Discussion and Possible Action to Approve Town of Lake City Community Suburban Policy Motion made by Trustee Horn, seconded by Trustee Kendall. Motion passed with all present voting yes in a roll call vote.

B. Discussion and Possible Action to Approve Letter of Support for Lex Mulhall’s Scholarship Application for the 2023 CML Annual Conference. Motion made by Trustee Bruce, seconded by Trustee Hamel. Motion passed with all present voting yes in a roll call vote except Mayor Roberts who voted no.

C. Discussion and Possible Action to Approve Letter of Support for 5 letters of support for Hinsdale County Historical Society who is seeking grant finding to restore historic Rail Car 211. Motion made by Trustee Kendall, seconded by Trustee Heaton. Motion passed with all present voting yes in a roll call vote.

Adjournment – 8:01 pm.

Mayor

ATTEST:

Town Clerk

Town of Lake City
Bills Payable
3/1/2023

Vendor Name	Description	Invoice Amount	GL
1 Alpine Loop Technical Consulting LLC	TA- Phone System Troubleshooting, not able to fix VM or incoming calls	\$165.00	GF
2 Card Member Service	BOT - Meeting Owl 3.0 plus Expansion Mic	\$1,318.60	GF
3 Card Member Service	BOT - Saving Places Meals x 2	\$50.05	GF
4 Card Member Service	BOT - Embassy Suites Saving Places Dave Roberts	\$467.20	GF
5 Card Member Service	TA - 6 700W Antique Light Bulbs	\$25.99	GF
6 Card Member Service	TA - USPS 100 Stamps x 2	\$126.00	GF
7 Card Member Service	TA - CCCMA Registration Lex	\$190.00	GF
8 Card Member Service	TA - Google Cloud Service for Town Website	\$0.21	GF
9 Card Member Service	Google Gsuite Town Emails	\$132.00	GF
10 Card Member Service	TA - CDWG Microsoft 360	\$8.30	GF
11 Card Member Service	TA - Nextrust Bill Flash	\$454.88	GF
12 Card Member Service	Zoom Cloud Recording 100gb	\$40.00	GF
13 Card Member Service	PR- Dog Poo Bags	\$159.99	GF
14 Card Member Service	PR - Amazon Ear Die Cast Urinal Screen Bracket x 2	\$21.81	GF
15 Card Member Service	PR - USPS Priority Mail	\$10.75	GF
16 Card Member Service	PR- 25 Ft Premium Heavy Duty Rubber Garden Hose x 2	\$359.00	GF
17 Card Member Service	PR - 20ft Indoor Rope	\$204.00	GF
18 Card Member Service	PR- Walmart Ski Hill Operating Supplies	\$179.62	GF
19 Card Member Service	Ski Hill - Sirius XM Radio	\$23.56	GF
20 Card Member Service	PR - Crown Awards Ski Race Medals	\$318.44	GF
21 Card Member Service	Ski Hill - Helly Hanson 2 Ski team Jackets	\$184.60	GF
22 Card Member Service	Ski Hill - Garmin	\$34.95	GF
23 Card Member Service	HPC - Embassy suites saving places Kerri Holt	\$278.00	GF
24 Card Member Service	WS - Amazon Gaiters and Boots	\$148.93	WS
25 Card Member Service	WS - Google Microsoft Apps for Tablet	\$6.99	WS
26 Card Member Service	WS - Wasterwater Operator Class D Test - Willy	\$100.00	WS
27 Card Member Service	WS - Recertification Application - Jameson	\$85.00	WS
28 Card Member Service	WS - La Quinta Inn Willy Test	\$95.00	WS
29 Card Member Service	WS - WEF Water/Wastewater Certification Guide	\$89.00	WS
30 CEBT	Health & Dental Insurance Town Admin	\$864.80	GF
31 CEBT	Health & Dental Insurance Park and Rec	\$1,729.60	GF
32 CEBT	Health & Dental Insurance W&S	\$1,729.60	WS
33 CivicPlus, LLC - Municode	TA- Municode supplement pages 61	\$1,063.36	GF
34 CommWest	Town Hall VOIP Phone System - 2 Desk phones, 2 Cordless phones	\$1,420.27	GF
35 Dana Kepner Co.	WS - Flexnet software support	\$2,437.43	WS
36 Dave Roberts	Saving places Mileage 538 x .655 = \$352.39	\$352.39	GF
37 Department of Interior/BLM	Lake City Ice Climbing Festival 2023 Permit	\$228.00	GF
38 Ferguson Enterprises LLC #3325	PW- Pipe and Cable LCTR	\$2,580.00	GF
39 Gunnison Construction & Septic, Inc.	Ice wall - 2 ADA and 1 Porta Potty service x 2	\$610.00	GF
40 Hinsdale County	Dark Skies Lamp Post Project - Town Share	\$5,250.00	GF
41 Hinsdale County	Plowing of Town Streets 2/14/2023	\$3,056.00	GF
42 Lake City Arts Council	Ice Fest Ceremony - Lake City Arts Building Rental	\$470.00	GF
43 Matterhorn Maintenance, LLC	PR- Armory maintenance	\$320.00	GF
44 Michelle Pierce	Consulting Services - February 2023	\$587.50	GF
45 Nunatak Alternative Energy Solutions	PR-Round top - MK Battery 12V, 97.6Ah Deep cycle x 2	\$998.68	GF
46 Quill Corp	TA - Avery notarial seal 2 diameter	\$26.94	GF
47 SGS North America, Inc	WWTP- tests, dissolved solids, nitrogen, phosphorus	\$230.25	WS
48 SGS North America, Inc	WWTP- Biochemical oxygen demand, suspended solids tests	\$194.04	WS
49 UPS	WS - Freight fee	\$3.35	WS
50 Wagner Equipment Co.	WS - Motor Vehicle Repair and Maintenance Supplies	\$274.61	WS

Total Bills Payable March 1, 2023: \$29,704.69

ATTEST:

MAYOR

TOWN CLERK

230 N. Bluff Street
PO Box 544, Lake City, CO, 81235
970-944-2333
www.townoflakecity.co

TOWN OF LAKE CITY

APPLICATION FOR ANNUAL PERMIT FOR SPECIAL CONDITIONAL USE OF PROPERTY IN RESIDENTIAL DISTRICT

1. Name and mailing address of applicant. Include proof of citizenship. (Driver's License/
Passport):

Eugene David Panpe
400 Fern Meadow Drive Drifting Springs, Tx 78620

2. Address of property for which permit is sought. Include proof of ownership. (Deed/Lease):

387 Alpine Court Lake City, CO 81235 (PO Box 1032)

3. Zoning district in which property to be permitted is located:

Rural Estate

4. *Names and addresses of owners of all properties immediately surrounding (to include across the
street, alley, and beside) the property for which a permit is being sought. Attach copies of
Hinsdale County Assessor records mapping the location of the surrounding properties and
confirming the requested name and address information.

- 1) Martha Rogers & Janet Moore
273 ~~257~~ Alpine Court Lake City, CO 81235
- 2) Richard and Carrie Thomas
282 S. Water Street Lake City, CO 81235
- 3) Griffin Family Trust
5818 W. 80th St. Stillwater OK 74074
- 4) John Smith & remainder Lakefield
101 N FM 2353 Box 101-506 Grofield Tx 7644
- 5) Kristen Breeden 217 Sunray Lane
~~217~~ Sunray Sunnyvale, TX 75182

**APPLICATION FOR ANNUAL PERMIT FOR SPECIAL CONDITIONAL USE OF
PROPERTY IN RESIDENTIAL DISTRICT**

5. Description of specific use for which the property is to be used pursuant to the requested permit:

Weekly Rentals (minimum) / No overnight stays @ less
than 1 wk. No RVs, campers, pets, smoking.
(RVs)
- see attached letter

6. Lodging tax and any applicable sales tax license numbers. Attach copies of pertinent licenses.

Worther Inc 01809914-0000 (Hall Realty Rentals)

By signing this application, the applicant indicates an understanding that any permit issued pursuant hereto automatically terminates on the anniversary of the issuance date unless it is renewed by payment of subsequent annual renewal fees to the Town of Lake City. Such fees are currently set in the amount of \$375.00. Any permit issued pursuant to this application is revocable by the Board of Trustees of the Town of Lake City upon proper notice, hearing and determination of just cause pursuant to Chapter 23-5 of the Lake City Municipal Code.

***Notices to adjoining property owners must be sent via *Certified Mail* within 5 days of application filing along with *Return Receipt Requested* associated with the aforementioned mailings must be submitted to the Town Clerk within 10 days of application filing.**

Date: 23 January 2023 Applicant: Eugene David Payne

 **Texas**

DRIVER LICENSE

Director *Samuel Rife*



Samuel Rife

105498

105498 8/4/2022 2:54 PM SPECI Joan Roberts
1 of 4 R\$25 D\$110 N\$0 S\$3 M\$0 E\$0 Hinsdale Co.

SPECIAL WARRANTY DEED

Survivor's Trust of the Jones Family Trust u/t/d November 9, 2016 and Marital Trust of the Jones Family Trust u/t/d November 9, 2016, for good and valuable consideration of \$1,100,000.00, in hand paid, hereby sells and conveys to WJR Trust and Eugene David Pampe, Trustee of Eugene David Pampe Trust, dated May 14, 2021, as Tenants in Common, whose address is 400 Fawn Meadow Drive, Dripping Springs, TX 78260, the following real property in the County of Hinsdale and State of Colorado, to wit:

Lot 15 LAKE CITY HEIGHTS, Town of Lake City, according to the official plat thereof on file and of record in the office of the Hinsdale County Clerk and Recorder,

TOGETHER WITH a perpetual, non-exclusive easement for ingress and egress to Lot 15, Lake City Heights, and for the benefit of Lot 15, over and across that part of the existing road lying ten feet within lot 16, Lake City Heights, along with the northerly boundary thereof as shown in the deed recorded January 12, 2001 under Reception No. 91279;

County of Hinsdale,
State of Colorado.

with all appurtenances, and warrants the title to the same against all persons claiming under me, subject to statutory exceptions.

Signed this 3 day of August, 2022.

Survivor's Trust of the Jones Family Trust u/t/d November 9, 2016

By: _____
Stacy Rene Muller, Co-Trustee

By: Kellie Lynn Smith
Kellie Lynn Smith, Co-Trustee

105498

105498 8/4/2022 2:54 PM SPECI Joan Roberts
2 of 4 RS25 D8110 N30 S53 M50 E30 Hinsdale Co.

SPECIAL WARRANTY DEED

Survivor's Trust of the Jones Family Trust u/t/d November 9, 2016 and Marital Trust of the Jones Family Trust u/t/d November 9, 2016, for good and valuable consideration of \$1,100,000.00, in hand paid, hereby sells and conveys to WJR Trust and Eugene David Pampe, Trustee of Eugene David Pampe Trust, dated May 14, 2021, as Tenants in Common, whose address is 400 Pawn Meadow Drive, Dripping Springs, TX 78260, the following real property in the County of Hinsdale and State of Colorado, to wit:

Lot 15 LAKE CITY HEIGHTS, Town of Lake City, according to the official plat thereof on file and of record in the office of the Hinsdale County Clerk and Recorder,

TOGETHER WITH a perpetual, non-exclusive easement for ingress and egress to Lot 15, Lake City Heights, and for the benefit of Lot 15, over and across that part of the existing road lying ten feet within lot 16, Lake City Heights, along with the northerly boundary thereof as shown in the deed recorded January 12, 2001 under Reception No. 91279;

**County of Hinsdale,
State of Colorado.**

with all appurtenances, and warrants the title to the same against all persons claiming under me, subject to statutory exceptions.

Signed this 3rd day of August, 2022.

Survivor's Trust of the Jones Family Trust u/t/d November 9, 2016

By: Stacy Rene Muller
Stacy Rene Muller, Co-Trustee

By: _____
Kellie Lynn Smith, Co-Trustee

105498

105498 8/4/2022 2:54 PM SPECI Joan Roberts
3 of 4 RS25 D8110 N30 S33 M30 E30 Hinsdale Co

Marital Trust of the Jones Family Trust u/t/d November 9, 2016

By: Stacy Rene Muller
Stacy Rene Muller, Co-Trustee

By: _____
Kellie Lynn Smith, Co-Trustee

STATE OF Texas)
) ss.
COUNTY OF Dallas)

The foregoing instrument was acknowledged before me this 3rd day of August, 2022, by Stacy Rene Muller, Co-Trustee, Co-Trustee, Survivor's Trust of the Jones Family Trust u/t/d November 9, 2016 and Marital Trust of the Jones Family Trust u/t/d November 9, 2016. Witness my hand and official seal. My



Victoria Thomas
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by Kellie Lynn Smith, Co-Trustee, Survivor's Trust of the Jones Family Trust u/t/d November 9, 2016 and Marital Trust of the Jones Family Trust u/t/d November 9, 2016. Witness my hand and official seal. My commission expires: _____

Notary Public

DR 0140 (02/16/11)
DEPARTMENT OF REVENUE
DENVER CO 80261-0013

STATE COUNTY
COLORADO HINSDALE

Must collect
taxes for:
**SALES TAX
LICENSE**

USE ACCOUNT NUMBER for all references	LIABILITY INFORMATION					ISSUE DATE			LICENSE VALID TO DECEMBER 31
	county	city	industry	type	ability rate	month	day	year	
01809914-0000	63	0206	003	C	010101	Dec	08	21	2023

THIS LICENSE MUST BE POSTED AT THE FOLLOWING LOCATION
IN A CONSPICUOUS PLACE: HALL REALTY INC
269 S GUNNISON AVE LAKE CITY CO 81235

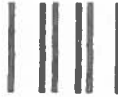
**THIS LICENSE IS NOT
TRANSFERABLE**



WORTHEN INC
PO BOX 280
LAKE CITY CO 81235-0280

A handwritten signature in black ink, appearing to read "Mark Fisher".

Executive Director
Department of Revenue



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

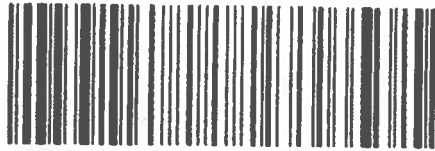
9590 9402 7121 1251 9054 40

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

E. David Pampe, MD
6012 W William Cannon Dr Ste D101
Austin, TX 78749

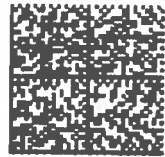
USPS CERTIFIED MAIL



9414 7111 0807 0469 7276 93

F

\$8.10 US POSTAGE
FIRST-CLASS
Jan 23 2023
Mailed from ZIP 78735
1 OZ FIRST-CLASS MAIL LETTER
RATE
10581752



stamps
indicia

062S0009993606

USPS FIRST-CLASS

E. David Pampe, MD
6012 W WILLIAM CANNON DR STE D101
AUSTIN TX 78749

R777

RETURN RECEIPT REQUESTED

SHIP TO: Martha Rogers & Janet Moore
273 ALPINE CT
LAKE CITY CO 81235-5005



SEE NOTICE ON REVERSE regarding UPS Terms, and notice of limitation of liability. Where allowed by law, shipper authorizes UPS to act as forwarding agent for export control and customs purposes. If exported from the US, shipper certifies that the commodities, technology or software were exported from the US in accordance with the Export Administration Regulations. Diversion contrary to law is prohibited.

R0D R02 0922

**NOTICE OF APPLICATION FOR SPECIAL PERMIT PURSUANT TO LAKE CITY
MUNICIPAL CODE SECTION 23.5**

Notice is hereby given that the undersigned applicant has applied for a special permit authorizing the use of the applicant's residential property located at 273 Alpine Court Lake City, Colorado for full or partial use thereof as a short-term/overnight lodging facility. You have a right to protest this application if you so choose. Any such protest must be delivered to and received by the Town Clerk no later than twenty (20) days from the date of this mailing of this notice set forth below. If mailed, your protest should be addressed to Lake City Town Clerk, PO Box 544, Lake City, Colorado 81235 or alexandermulhall@townoflakecity.co.

If no protests to the application are received by the Town of Lake City within the protest deadline, the requested permit will be granted subject to all other conditions and requirements set forth in Lake City Municipal Code Section 23.5.

Eugene David Payne

Applicant

Applicant

Date of Mailing Notice: 01/23/2023 (2023)

Name and address of addressee:

Martha Rogers & Janet Moore

273 Alpine Ct

Lake City, CO 81235

Certified Mail number: 9414711108070469727693

PostalAnnex 223

6705 W HIGHWAY 290 502

AUSTIN, TX 78735

5128921450

<https://www.postalannex.com/>

Transaction **007353**

Total	\$66.07
CREDIT CARD SALE	\$66.07
MASTERCARD 6794	

Retain this copy for statement
validation

23-Jan-2023 10:19:34A

\$66.07 | Method: EMV

MASTERCARD

XXXXXXXXXXXX6794

EUGENE D PAMPE

Reference ID: 302300621045

Auth ID: 01329S

MID: *****6889

AID: A0000000041010

AthNtwkNm: MASTERCARD

SIGNATURE VERIFIED



Q0FSHGV2BNA78

Payment Q0FSHGV2BNA78

Clover Privacy Policy

<https://clover.com/privacy>

PostalAnnex 223

6705 W HIGHWAY 290 502

AUSTIN, TX 78735

5128921450

<https://www.postalannex.com/>

Transaction **007353**

Total	\$66.07
CREDIT CARD SALE	\$66.07
MASTERCARD 6794	

Retain this copy for statement
validation

23-Jan-2023 10:19:34A

\$66.07 | Method: EMV

MASTERCARD

XXXXXXXXXXXX6794

EUGENE D PAMPE

Reference ID: 302300621045

Auth ID: 01329S

MID: *****6889

AID: A000000041010

AthNtwkNm: MASTERCARD

SIGNATURE VERIFIED



Q0FSHGV2BNA78

Payment Q0FSHGV2BNA78

Clover Privacy Policy

<https://clover.com/privacy>

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY																
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature X <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (<i>Printed Name</i>) C. Date of Delivery</p>																
<p>1. Article Addressed to:</p> <p>John Smart & Malinda Lacefield 101 N FM 2353 # 101-506</p> <p>GRAFORD, TX 76449-3103</p>  <p>9590 9402 7121 1251 9054 57</p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>																
<p>2. Article Number (<i>Transfer from service label</i>)</p>	<p>3. Service Type</p> <table border="0"> <tr> <td><input type="checkbox"/> Adult Signature</td> <td><input type="checkbox"/> Priority Mail Express®</td> </tr> <tr> <td><input type="checkbox"/> Adult Signature Restricted Delivery</td> <td><input type="checkbox"/> Registered Mail™</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail®</td> <td><input type="checkbox"/> Registered Mail Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail Restricted Delivery</td> <td><input type="checkbox"/> Signature Confirmation™</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery</td> <td><input type="checkbox"/> Signature Confirmation Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery Restricted Delivery</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Insured Mail</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</td> <td></td> </tr> </table>	<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®	<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™	<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery	<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Signature Confirmation™	<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery	<input type="checkbox"/> Collect on Delivery Restricted Delivery		<input type="checkbox"/> Insured Mail		<input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)	
<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®																
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™																
<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery																
<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Signature Confirmation™																
<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery																
<input type="checkbox"/> Collect on Delivery Restricted Delivery																	
<input type="checkbox"/> Insured Mail																	
<input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)																	

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

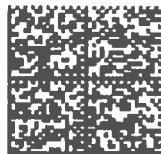
USPS CERTIFIED MAIL



9414 7111 0807 0469 7400 50

F

\$8.10 US POSTAGE
FIRST-CLASS
Jan 23 2023
Mailed from ZIP 78735
1 OZ FIRST-CLASS MAIL LETTER
RATE
10581752



stamps
endicia

062S0009993605

USPS FIRST-CLASS

E. David Pampe, MD
6012 W WILLIAM CANNON DR STE D101
AUSTIN TX 78749

H052

RETURN RECEIPT REQUESTED

SHIP TO: **John Smart & Malinda Lacefield**
101 N FM 2353 # 101-506
GRAFORD TX 76449-3103



SEE NOTICE ON REVERSE regarding UPS Terms, and notice of limitation of liability. Where allowed by law, shipper authorizes UPS to act as forwarding agent for export control and customs purposes. If exported from the US, shipper certifies that the commodities, technology or software were exported from the US in accordance with the Export Administration Regulations. Diversion contrary to law is prohibited.

RSD R72 0922

NOTICE OF APPLICATION FOR SPECIAL PERMIT PURSUANT TO LAKE CITY
MUNICIPAL CODE SECTION 23.5

Notice is hereby given that the undersigned applicant has applied for a special permit authorizing the use of the applicant's residential property located at 387 Alpine Court Lake City, Colorado for full or partial use thereof as a short-term/overnight lodging facility. You have a right to protest this application if you so choose. Any such protest must be delivered to and received by the Town Clerk no later than twenty (20) days from the date of this mailing of this notice set forth below. If mailed, your protest should be addressed to Lake City Town Clerk, PO Box 544, Lake City, Colorado 81235 or alexandermulhall@townoflakecity.co.

If no protests to the application are received by the Town of Lake City within the protest deadline, the requested permit will be granted subject to all other conditions and requirements set forth in Lake City Municipal Code Section 23.5.

Eugene David Ayde

Applicant

Applicant

Date of Mailing Notice: 01/23/2023


Name and address of addressee:

John Smart & Malinda Laceyfield

101N FM 2353 Box 62-506

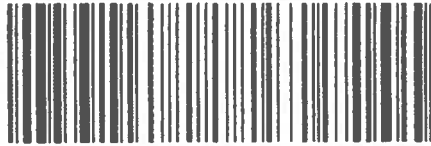
Ginford, Tx 76449

Certified Mail number: 9414711108070469740050

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature X <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (<i>Printed Name</i>) C. Date of Delivery</p>
<p>1. Article Addressed to:</p> <p style="text-align: center;">Kristen Breeden 217 SUNRAY LN SUNNYVALE, TX 75182 – 9361</p>  <p style="text-align: center;">9590 9402 7121 1251 9054 64</p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>2. Article Number (<i>Transfer from service label</i>)</p>	<p>3. Service Type <input type="checkbox"/> Priority Mail Express®</p> <ul style="list-style-type: none"> <input type="checkbox"/> Adult Signature <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation™ Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

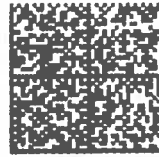
USPS CERTIFIED MAIL



9414 7111 0807 0469 7436 17

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\$8.10 US POSTAGE
FIRST-CLASS
 Jan 23 2023
 Mailed from ZIP 78735
 1 OZ FIRST-CLASS MAIL LETTER
 RATE
 10581752



stamps
endicia

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USPS FIRST-CLASS

E. David Pampe, MD
 6012 W WILLIAM CANNON DR STE D101
 AUSTIN TX 78749

R026

RETURN RECEIPT REQUESTED

SHIP TO: **Kristen Breeden
 217 SUNRAY LN
 SUNNYVALE TX 75182-9361**



SEE NOTICE ON REVERSE regarding UPS Terms, and notice of Limitation of Liability. Where allowed by law, shipper authorizes UPS to act as forwarding agent for export control and customs purposes. If exported from the US, shipper certifies that the commodities, technology or software were exported from the US in accordance with the Export Administration Regulations. Diversion contrary to law is prohibited. RSD #F2 0912

**NOTICE OF APPLICATION FOR SPECIAL PERMIT PURSUANT TO LAKE CITY
MUNICIPAL CODE SECTION 23.5**

Notice is hereby given that the undersigned applicant has applied for a special permit authorizing the use of the applicant's residential property located at 387 Alder Court Lake City, Colorado for full or partial use thereof as a short-term/overnight lodging facility. You have a right to protest this application if you so choose. Any such protest must be delivered to and received by the Town Clerk no later than twenty (20) days from the date of this mailing of this notice set forth below. If mailed, your protest should be addressed to Lake City Town Clerk, PO Box 544, Lake City, Colorado 81235 or alexandermulhall@townoflakecity.co.

If no protests to the application are received by the Town of Lake City within the protest deadline, the requested permit will be granted subject to all other conditions and requirements set forth in Lake City Municipal Code Section 23.5.

Eugene David Penpe

Applicant

Applicant

Date of Mailing Notice: 1/23/2023

Name and address of addressee:

Krista Breeden

217 Sunray Lane

Sunnyvale, Tx 75182

Certified Mail number: 9414711108070469743617

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY																
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature X <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>																
<p>1. Article Addressed to:</p> <p>Griffin Family Trust 5818 W 80TH ST</p> <p>STILLWATER, OK 74074 – 8299</p>  <p>9590 9402 7121 1251 9054 88</p>	<p>B. Received by (Printed Name) _____ C. Date of Delivery _____</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>																
<p>2. Article Number (Transfer from service label)</p>	<p>3. Service Type</p> <table border="0"> <tr> <td><input type="checkbox"/> Adult Signature</td> <td><input type="checkbox"/> Priority Mail Express®</td> </tr> <tr> <td><input type="checkbox"/> Adult Signature Restricted Delivery</td> <td><input type="checkbox"/> Registered Mail™</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail®</td> <td><input type="checkbox"/> Registered Mail Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail Restricted Delivery</td> <td><input type="checkbox"/> Signature Confirmation™</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery</td> <td><input type="checkbox"/> Signature Confirmation Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery Restricted Delivery</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Insured Mail</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</td> <td></td> </tr> </table>	<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®	<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™	<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery	<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Signature Confirmation™	<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery	<input type="checkbox"/> Collect on Delivery Restricted Delivery		<input type="checkbox"/> Insured Mail		<input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)	
<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®																
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™																
<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery																
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<input type="checkbox"/> Collect on Delivery Restricted Delivery																	
<input type="checkbox"/> Insured Mail																	
<input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)																	

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

USPS CERTIFIED MAIL



9414 7111 0807 0469 7181 72

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\$8.10 US POSTAGE
FIRST-CLASS
 Jan 23 2023
 Mailed from ZIP 78735
 1 OZ FIRST-CLASS MAIL LETTER
 RATE
 10581752



062S0009761450

USPS FIRST-CLASS

E. David Pampe, MD
 6012 W WILLIAM CANNON DR STE D101
 AUSTIN TX 78749

R005

RETURN RECEIPT REQUESTED

SHIP TO: **Griffin Family Trust**
5818 W 80TH ST
STILLWATER OK 74074-8299

**NOTICE OF APPLICATION FOR SPECIAL PERMIT PURSUANT TO LAKE CITY
MUNICIPAL CODE SECTION 23.5**

Notice is hereby given that the undersigned applicant has applied for a special permit authorizing the use of the applicant's residential property located at 337 Alpine Court Lake City, Colorado for full or partial use thereof as a short-term/overnight lodging facility. You have a right to protest this application if you so choose. Any such protest must be delivered to and received by the Town Clerk no later than twenty (20) days from the date of this mailing of this notice set forth below. If mailed, your protest should be addressed to Lake City Town Clerk, PO Box 544, Lake City, Colorado 81235 or alexandermulhall@townoflakecity.co.

If no protests to the application are received by the Town of Lake City within the protest deadline, the requested permit will be granted subject to all other conditions and requirements set forth in Lake City Municipal Code Section 23.5.

Eugene David Panpe

Applicant

Applicant

Date of Mailing Notice: 1/23/2023

Name and address of addressee:

Griffin Family Trust

5818 W. 80th St.

Stillwater, OR 97144

Certified Mail number: 9414711108070469718172

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature X <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (<i>Printed Name</i>) _____ C. Date of Delivery _____</p>
<p>1. Article Addressed to:</p> <p>Richard & Carri Thomas 282 S WATER ST</p> <p>LAKE CITY, CO 81235 – 5280</p>  <p>9590 9402 7121 1251 9054 71</p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>2. Article Number (<i>Transfer from service label</i>)</p>	<p>3. Service Type <input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Registered Mail™</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input type="checkbox"/> Certified Mail® <input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery</p> <p><input type="checkbox"/> Collect on Delivery</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery</p> <p><input type="checkbox"/> Insured Mail</p> <p><input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</p>

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

USPS CERTIFIED MAIL



9414 7111 0807 0469 7112 58

F	<p>\$8.10 US POSTAGE FIRST-CLASS Jan 23 2023 Mailed from ZIP 78735 1 OZ FIRST-CLASS MAIL LETTER RATE 10581752</p>  <p style="text-align: right;">stamps endicia</p> <p style="text-align: right;">062S0009993606</p>
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USPS FIRST-CLASS

E. David Pampe, MD
6012 W WILLIAM CANNON DR STE D101 R777
AUSTIN TX 78749

RETURN RECEIPT REQUESTED

SHIP TO: Richard & Carri Thomas
282 S WATER ST
LAKE CITY CO 81235-5280

SEE NOTICE ON REVERSE regarding UPS forms, and notice of limitation of liability. Where allowed by law, shipper authorizes UPS to act as forwarding agent for export control and customs purposes. If exported from the US, shipper certifies that the commodities, technology or software were exported from the US in accordance with the Export Administration Regulations. Diversion contrary to law is prohibited. E2D R7 0922

NOTICE OF APPLICATION FOR SPECIAL PERMIT PURSUANT TO LAKE CITY
MUNICIPAL CODE SECTION 23.5

Notice is hereby given that the undersigned applicant has applied for a special permit authorizing the use of the applicant's residential property located at 387 A W COURT Lake City, Colorado for full or partial use thereof as a short-term/overnight lodging facility. You have a right to protest this application if you so choose. Any such protest must be delivered to and received by the Town Clerk no later than twenty (20) days from the date of this mailing of this notice set forth below. If mailed, your protest should be addressed to Lake City Town Clerk, PO Box 544, Lake City, Colorado 81235 or alexandermulhall@townoflakecity.co.

If no protests to the application are received by the Town of Lake City within the protest deadline, the requested permit will be granted subject to all other conditions and requirements set forth in Lake City Municipal Code Section 23.5.

Eugene David Ayte

Applicant

Applicant

Date of Mailing Notice: 1/23/2023

Name and address of addressee:

Richard and Carrie Thomas

282 S. Walker Street

Lake City / CO 81235

Certified Mail number: 9414711108070469711258

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Richard & Carri Thomas
282 S WATER ST

LAKE CITY, CO 81235 - 5280



2. Article Number (Transfer from service label)

COMPLETE THIS SECTION ON DELIVERY

A. Signature
[Signature] Agent Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

[Postmark: LAKE CITY CO 81235 FEB 23 2023]

3. Service Type Priority Mail Express®

Adult Signature Registered Mail™

Adult Signature Restricted Delivery Registered Mail Restricted Delivery

Certified Mail® Signature Confirmation™

Certified Mail Restricted Delivery Signature Confirmation Restricted Delivery

Collect on Delivery Signature Confirmation Restricted Delivery

Collect on Delivery Restricted Delivery

Insured Mail

Insured Mail Restricted Delivery (over \$500)

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Martha Rogers & Janet Moore
273 ALPINE CT

LAKE CITY, CO 81235 - 5005



2. Article Number (Transfer from service label)

COMPLETE THIS SECTION ON DELIVERY

A. Signature
[Signature] Agent Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

Delivered to mailbox COVID safety measure!

3. Service Type Priority Mail Express®

Adult Signature Registered Mail™

Adult Signature Restricted Delivery Registered Mail Restricted Delivery

Certified Mail® Signature Confirmation™

Certified Mail Restricted Delivery Signature Confirmation Restricted Delivery

Collect on Delivery Signature Confirmation Restricted Delivery

Collect on Delivery Restricted Delivery

Insured Mail

Insured Mail Restricted Delivery (over \$500)

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Kristen Broeden
217 SUNRAY LN

SUNNYVALE, TX 75182 - 9361



2. Article Number (Transfer from service label)

COMPLETE THIS SECTION ON DELIVERY

A. Signature
[Signature] Agent Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

217 Sunray Ln Sunnyvale

3. Service Type Priority Mail Express®

Adult Signature Registered Mail™

Adult Signature Restricted Delivery Registered Mail Restricted Delivery

Certified Mail® Signature Confirmation™

Certified Mail Restricted Delivery Signature Confirmation Restricted Delivery

Collect on Delivery Signature Confirmation Restricted Delivery

Collect on Delivery Restricted Delivery

Insured Mail

Insured Mail Restricted Delivery (over \$500)

USPS TRACKING #



9590 9402 7121 1251 9054 57



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

E. David Pampe, MD
6012 W William Cannon Dr Ste D101
Austin, TX 78749



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

John Smart & Malinda Lacefield
101 N FM 2363 # 101 - 506

GRAFORD, TX 76449 - 3103



9590 9402 7121 1251 9054 57

2. Article Number (Transfer from service label)

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Agent

Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Insured Mail
- Insured Mail Restricted Delivery (over \$500)

- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

**Griffin Family Trust
18 W 80TH ST**

STILLWATER, OK 74074 - 8299



9590 9402 7121 1251 9054 88

2. Article Number (Transfer from service label).

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *David Pampe*

- Agent
- Addressee

B. Received by (Printed Name)

David Griffin

C. Date of Delivery

- D. Is delivery address different from item 1? Yes**
If YES, enter delivery address below: No



3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Insured Mail
- Insured Mail Restricted Delivery (over \$500)
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

USPS TRACKING #



9590 9402 7121 1251 9054 88



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

**United States
Postal Service**

* Sender: Please print your name, address, and ZIP+4® in this box*

**E. David Pampe, MD
6012 W William Cannon Dr Ste D101
Austin, TX 78749**



Property Record Card

Hinsdale County Assessor

**ROGERS, MARTHA F.
TRUSTEE OF THE
MARTHA FLOYD ROGERS
TRUST & JANET S.
MOORE TRUSTEE OF THE
JAN MOORE TRUST ET AL**

Account: R000488
Tax Area: TA1 - TAX AREA 1
Acres: 1.769

Parcel: 4509-342-35-013
Situs Address:
325 ALPINE CT
LAKE_CITY, 81235

273 Alpine Court

411 S. McDonough St.
Decatur, GA 30030

Added Notice

Economic Area 1 - ECON AREA 1

Neighborhood 10700900 - LAKE CITY HEIGHTS SUBD

Value Summary

Legal Description

Value By:	Market	Override
Land (1)	\$142,220	N/A
Total	\$142,220	\$142,220

325 ALPINE CT LOT 14 LAKE CITY HEIGHTS SUBD TOWN OF LAKE CITY

Sale Data

Doc. #	Sale Date	Deed Type	Valdity	Verified	Sale Price	Ratio	Adj. Price	Ratio	Time Adj. Price	Ratio
102105	09/30/2016	WJ	UI	N	\$525,000	27.09	\$525,000	27.09	\$525,000	27.09

Land Occurrence 1

Property Code	1112 - SINGLE FAM.RES.-LAND	Land Code	37 - LAKE CITY HEIGHTS
Access Code	1 - YEAR-ROUND	Utilities	0 - N/A
Zoning	0 - OTHER		

SubArea	UNITS	PRIME	ACTUAL	HEATED	EFFECTIVE
SITE			1		
Total			1.00		
	Value	Rate	Rate	Rate	Rate
	\$142,220		142,220.00		

Abstract Summary

Code	Classification	Actual Value	Taxable Value	Actual Override	Taxable Override
1112	SINGLE FAM.RES.-LAND	\$142,220	\$9,880	NA	NA
Total		\$142,220	\$9,880	NA	NA

Property Record Card

Hinsdale County Assessor

**THOMAS, RICHARD W. &
CARRIE L. THOMAS JNT
TNTS**

Account: R000485
Tax Area: TA1 - TAX AREA 1
Acres: 1.232

Parcel: 4509-342-35-010

Situs Address:
282 S WATER ST
LAKE_CITY, 81235

10120 W. Flamingo Rd
#4-191
Las Vegas, NV 89147

Economic Area 1 - ECON AREA 1

Neighborhood

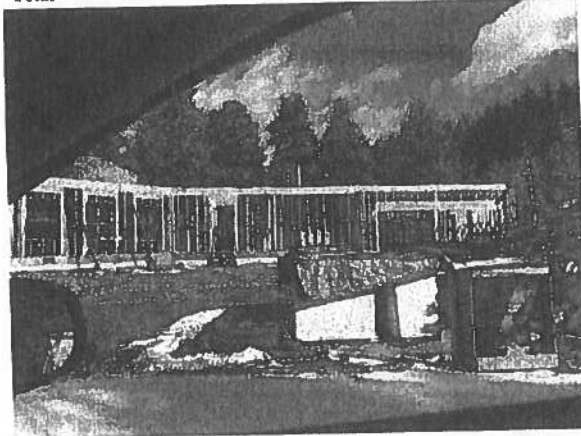
10700900 - LAKE CITY HEIGHTS SUBD

Value Summary

Value By:	Market	Override
Land (I)	\$124,440	N/A
Total	\$124,440	\$124,440

Legal Description

282 S WATER ST LOT 11 LAKE CITY HEIGHTS SUBD TOWN OF LAKE CITY



Sale Data

Doc. #	Sale Date	Deed Type	Validity	Verified	Sale Price	Ratio	Adj. Price	Ratio	Time Adj. Price	Ratio
103906	04/10/2020	WD	UI	Y	\$42,500	292.80	\$42,500	292.80	\$42,500	292.80
94916	11/04/2005	WD	QV	Y	\$75,000	165.92	\$75,000	165.92	\$75,000	165.92

Land Occurrence 1

Property Code	0100 - VACANT RES LOTS	Land Code	36 - LAKE CITY HEIGHTS
Access Code	1 - YEAR-ROUND	Utilities	0 - N/A
Zoning	0 - OTHER		

SubArea	UNITS	PRIME	ACTUAL	HEATED	EFFECTIVE
SITE			1		
Total			1.00		
	Value	Rate	Rate	Rate	Rate
	\$124,440		124,440.00		

Abstract Summary

Code	Classification	Actual Value	Taxable Value	Actual Override	Taxable Override
0100	VACANT RES LOTS	\$124,440	\$36,090	NA	NA
Total		\$124,440	\$36,090	NA	NA

Property Record Card

Hinsdale County Assessor

MAILBOX
AFTER...

GRIFFIN FAMILY TRUST

5818 W. 80TH ST.
STILLWATER, OK 74074

Account: R000497

Tax Area: TA1 - TAX AREA 1

Acres: 1.766

Parcel: 4509-342-37-001

Situs Address:
401 EMPIRE CT
LAKE_CITY, 81235

Economic Area 1 - ECON AREA 1

Neighborhood

10700900 - LAKE CITY HEIGHTS SUBD

Value Summary

Legal Description

Value By:	Market	Override
Land (1)	\$142,220	N/A
Single Family Residential (1)	\$407,310	N/A
Extra Feature (1)	\$15,000	N/A
Extra Feature (2)	\$9,920	N/A
Extra Feature (3)	\$15,000	N/A
Total	\$589,450	\$589,450

401 EMPIRE CT LOT 40 LAKE CITY HEIGHTS SUBD TOWN OF LAKE CITY



Public Remarks

Entry Date	Model	Remark
11/26/2002	Extra Feature Occurrence 1	CHECK FOR FINISHED BASEMENT IN FUTURE.
08/18/2011		XFOB#3 IS THE 1008 SQFT SHOP.

Sale Data

Doc. #	Sale Date	Deed Type	Validity	Verified	Sale Price	Ratio	Adj. Price	Ratio	Time Adj. Price	Ratio
101443	06/23/2015	WD	QV	Y	\$540,000	109.16	\$539,600	109.24	\$539,600	109.24
93111	07/24/2003	WD	QV	Y	\$382,000	154.31	\$379,000	155.53	\$379,000	155.53

Land Occurrence 1

Property Code	1112 - SINGLE FAM.RES.-LAND	Land Code	37 - LAKE CITY HEIGHTS		
Access Code	1 - YEAR-ROUND	Land Size	1.766		
Utilities	8 - ELECT/WELL/SEPTIC	Zoning	0 - OTHER		
SubArea	UNITS	PRIME	ACTUAL	HEATED	EFFECTIVE
SITE			1		
Total			1.00		
	Value	Rate	Rate	Rate	Rate
	\$142,220		142,220.00		



Property Record Card

Hinsdale County Assessor

**SMART, JOHN R. &
MALINDA LACEFIELD
C/O: SMART TRUSTEES**

Account: R000490
Tax Area: TA1 - TAX AREA 1
Acres: 2.077

Parcel: 4509-342-35-015

Situs Address:
425 S WATER ST
LAKE CITY, 81235

101 N FM 2353
BOX 101-506
GRAFORD, TX 76449

** mailed
Notice*

Economic Area 1 - ECON AREA 1

Neighborhood 10700900 - LAKE CITY HEIGHTS SUBD

Value Summary

Legal Description

Value By:	Market	Override
Land (1)	\$160,000	N/A
Single Family Residential (1)	\$410,940	N/A
Extra Feature (1)	\$7,600	N/A
Extra Feature (2)	\$5,790	N/A
Extra Feature (3)	\$7,740	N/A
Total	\$592,070	\$592,070

425 S WATER ST LOT 16 LAKE CITY HEIGHTS SUBD TOWN OF LAKE CITY

Land Occurrence 1

Property Code	1112 - SINGLE FAM.RES.-LAND	Land Code	38 - LAKE CITY HEIGHTS
Access Code	1 - YEAR-ROUND	Land Size	2.077
Utilities	8 - ELECT/WELL/SEPTIC	Zoning	0 - OTHER

SubArea	UNITS	PRIME	ACTUAL	HEATED	EFFECTIVE
SITE			1		
Total			1.00		
	Value	Rate	Rate	Rate	Rate
	\$160,000		160,000.00		

Single Family Residential Occurrence 1

Property Code	1212 - SINGLE FAM.RES-IMPROVEMTS	Actual Year Built	2000
Effective Year Built	2000 - 2000 - EFFECTIVE YEAR	Baths	2.5
Bedrooms	3	Constant	1
Fireplace	3 - TWO STORY ABOVE FIRST FLOOR	Fireplace Count	1
Quality	VERY GOOD	Res Sf Rate	1
Roof Cover	1 - PROPANEL-METAL	Style 1 Bldg	ONE & ONE-HALF W/WALK-OUT BSMT
Style 2 Bldg	BSMT GARAGE - PARTIAL	Style Arch	LOG HOME

SubArea	UNITS	PRIME	ACTUAL	HEATED	EFFECTIVE
CONSTANT UNITS	1				
SOFT - SQUARE FOOT		1681	1681	1681	1681
Total	1.00	1,681.00	1,681.00	1,681.00	1,681.00
	Value	Rate	Rate	Rate	Rate
	\$410,940	410,940.00	244.46	244.46	244.46

Extra Feature Occurrence 1

Property Code	1212 - SINGLE FAM.RES-IMPROVEMTS	XFOB Code	1012 - BSMT GARAGE 2 - 501+ SQFT
Garage Square Foot	639	Style 2 Bldg	BSMT GARAGE - PARTIAL

Property Record Card

Hinsdale County Assessor

BREEDEN, KRISTEN A
 217 SUNRAY LANE
 SUNNYVALE, TX 75182

Account: R000474
 Tax Area: TA2F - TAX AREA 2F
 Acres: 0.000

Parcel: 4509-342-34-002
 Situs Address:
 417 S WATER ST
 LAKE_CITY, 81235

1445 S. water

Economic Area 1 - ECON AREA 1

Neighborhood 10101000 - WADES ADDITION

Value Summary

Value By:	Market	Override
Land (1)	\$87,320	N/A
Land (2)	\$88,970	N/A
Single Family Residential (1)	\$198,250	N/A
Total	\$374,540	\$374,540

Legal Description

417 S WATER ST LOTS 1-2-3-4-5-6, BLOCK 3 & TRACT IN PORTION OF FORMER LAKE FORK OF GUNNISON RIVER COURSE (REF: B-131, P-410), BLK 3 WADES ADDITION

Sale Data

Doc. #	Sale Date	Deed Type	Validity	Verified	Sale Price	Ratio	Adj. Price	Ratio	Time Adj. Price	Ratio
100096	04/03/2013	WD	UI	N	\$389,000	96.28	\$388,500	96.41	\$388,500	96.41
91279	01/05/2001	WD	UV	N	\$415,000	90.25	\$405,000	92.48	\$405,000	92.48

Land Occurrence 1

Property Code	1112 - SINGLE FAM.RES.-LAND	Land Code	127 - WADES-RIV LOT(1ST 3)
Access Code	1 - YEAR-ROUND	Utilities	0 - N/A
Zoning	0 - OTHER		

SubArea	UNITS	PRIME	ACTUAL	HEATED	EFFECTIVE
LOTS			3		
Total			3.00		
	Value	Rate	Rate	Rate	Rate
	\$87,320		29,106.67		

Land Occurrence 2

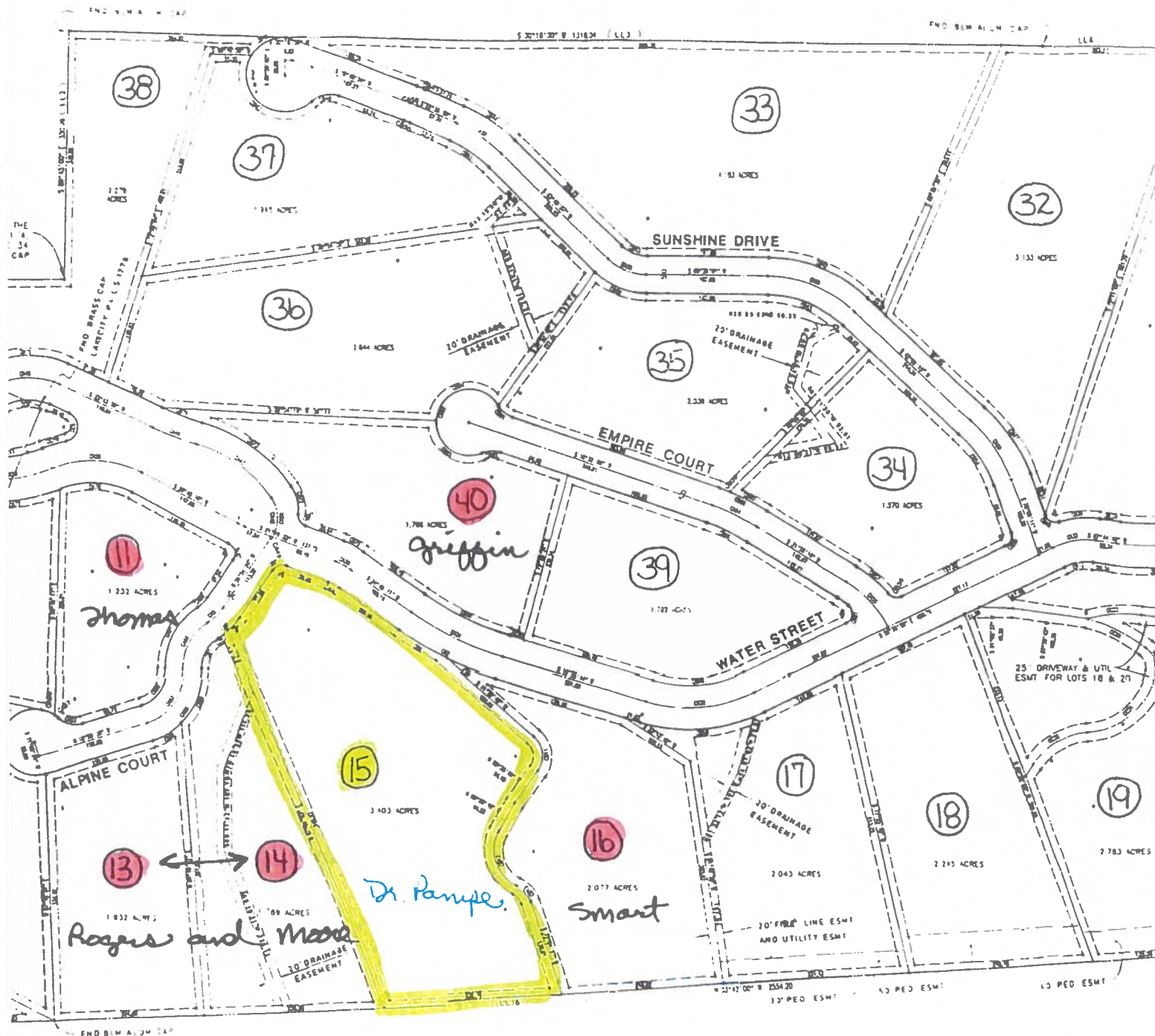
Property Code	1112 - SINGLE FAM.RES.-LAND	Land Code	128 - WADES-RIV LOT (REM)
---------------	-----------------------------	-----------	---------------------------

SubArea	UNITS	PRIME	ACTUAL	HEATED	EFFECTIVE
LOTS			3.889		
Total			3.889		
	Value	Rate	Rate	Rate	Rate
	\$88,970		22,871.47		

Single Family Residential Occurrence 1

Property Code	1212 - SINGLE FAM RES-IMPROVEMTS	Actual Year Built	1983
Effective Year Built	1983 - 1983 - EFFECTIVE YEAR	Baths	0
Bedrooms	0	Condition	0
Constant	1	Fireplace	0 - NONE
Fireplace Count	1	Foundation	COMBINATION
Heating Type	0 - N/A	Quality	FAIR 1.75
Res Sf Rate	1	Roof Cover	0 - N/A
Roof Structure	0	Rooms	0
Weatherization	NO INSULATION	Windows	0 - N/A

SubArea	UNITS	PRIME	ACTUAL	HEATED	EFFECTIVE
CONSTANT	1				



AREA OF ROADS NORTH OF THE MATCH
 LINE THIS SHEET IS 11.321 ACRES



Receipt Number	Date	User ID	Customer Name	Customer Number	Description	Distribution Amount	Payment Amount	Change Amount	Check Number
1029842	08/22/2022	Lex	Eugene Pampe		387 Alpine Court vacation rental	375.00	375.00		555
1029843	08/22/2022	Lex	Eugene Pampe		2022 Business license 387 Alpine Court vacati	10.00	10.00		555
						385.00	385.00	.00	

Search: pamp

LEX

**E. David Pampe, MD
400 Fawn Meadow
Dripping Springs, Texas 78620**

**P.O. Box 1032
387 Alpine Court
Lake City, CO 81235**

September 6, 2022

Hi there.

My name is David Pampe and I recently purchased the former Wayne Jones home at 387 Alpine Court in the Lake City Heights area of Lake City.

My father started bringing me to the area 50 years ago and passed on his love of fly-fishing as I have done with my son. As such, I not only enjoy the area but have a profound respect for it.

As a practicing physician, it will be a few more years before I retire (it was 38 years in July!). At that time, I anticipate spending most if not all the summers in Lake City. This year we were here 4 weeks and have plans for at least 4 weeks with friends/family coming next summer.

However, I would like the option for short term rental for my home when not present during some of the summer/fall months. The rental will be handled by a vacation rental manager and will not be rented for less than a week at a time, will not allow RVs or camper trailers at the home nor any pets. I want to assure the neighbors that all renters will be vetted.

Please note that the previous owner, Wayne Jones, did extensive fire mitigation work removing dead trees, shrubs and all tree limbs have been trimmed up 6 to 10 feet. Additionally, the outdoor chiminea is on an oversized flagstone patio to reduce any fire risk to the home and surrounding area.

Please contact me with any additional concerns. My cell number is 512-422-8325.

Sincerely,


David Pampe



Alexander Mulhall <alexandermulhall@townoflakecity.co>

Fwd: Short Term Rental Application for 387 Alpine Court

1 message

Gregory <lakebear@centurytel.net>
To: Alexander Mulhall <alexandermulhall@townoflakecity.co>

Wed, Aug 31, 2022 at 7:33 PM

Begin forwarded message:

From: Malinda Smart <malindasmart3@gmail.com>
Subject: Short Term Rental Application for 387 Alpine Court
Date: August 31, 2022 at 5:07:43 PM MDT
To: alexandermulhall@townoflakecity.co
Cc: John Smart <johnrsmart54@gmail.com>

Mr. Alexander Mulhall,

This response is in reference to a Notice of Application for Special Permit Pursuant to Lake City Municipal Code Section 23.5. The property in question is [387 Alpine Court](#) Lake City, Co. 81235.

I am Malinda Smart and my husband is John Smart. We own property at 425 Water Street in Lake City, Co. 81235. Our home is located adjacent and to the south side of said property. We are hereby stating our PROTEST to the application for short-term/overnight lodging. We are in no way in agreement to this application for the property to be used in this commercial capacity.

Please acknowledge receipt of this email.

Respectfully,

John and Malinda Smart

101 N. FM 2353
Unit 101-506
Graford, Texas 76449
214-679-2137 Malinda
214-679-2138 John
Sent from my iPad



Alexander Mulhall <townmanager@townoflakecity.co>

Opposition to Permit Request, 387 Alpine Court, LC, CO

1 message

Kristen Breeden <kristenabreeden182@gmail.com>

Thu, Jan 26, 2023 at 9:18 AM

To: Alexander Mulhall <alexandermulhall@townoflakecity.co>, Kristen Breeden <kristenabreeden182@gmail.com>

Greetings to you all in Lake City,

My name is Kristen Breeden, and I am the owner of property that is adjacent to property that is in discussion for Short Term Rental, located in Lake City Heights (LCH), [387 Alpine Court, LC, CO](#).

While my property is not located in LCH, it is adjacent to the property in question. I have two parcels of land, and am specifically referencing the one adjacent to the property in question.

I have received by Certified Mail the 'Notice of Application for Special Permit Pursuant to Lake City Municipal Code Section 23.5'. (short term/overnight lodging facility) on January 25, 2023.

As a legal owner of property in Hinsdale County, (Lots 1,2,3, and 4, Block 4, Wade's Addition) I am voicing my opposition to the application for Short Term Rental at the property located at [387 Alpine Court, Lake City, CO](#).

There are several reasons for my objection, and I will list them here:

1. SAFETY. My property is very long, and sits on a high cliff over the Lake Fork of the Gunnison River. I am very concerned with people (especially children), and or pets, crossing the property line and then accidentally falling down the cliff. While I will certainly have to have professionally installed 'No Trespassing' signs erected, it is a known fact that many people ignore or choose not to see 'no trespassing' signs, and cross onto other people's property, whether intentionally or accidentally. I am very concerned with unsupervised children wanting to go 'play at the river' not realizing it is a good 50' drop off in many areas. The thought of installing a fence along the entire property line, especially adjacent to the property in question is unsavory relating to my costs, as well as the aesthetic value. But to reduce any chance of someone crossing onto my property, I would certainly consider that option.
2. NOISE. Unfortunately, many people that rent for short term are entertaining a lot of people, and the noise from additional vehicles, which could include RVs, OHVs, and large trucks could impact our neighborhood in a negative way.
3. SPACE. Alpine Court is a small cul-de-sac with no room for RVs, trailers, etc. to park. The potential for guests parking along Water Street, on a blind curve and hill, is an especially dangerous possibility.

My house is located on Lots 1-6 on Block 3, (also adjacent to above property) and I am concerned with trespassers walking next to, and on my house property. The deck and house have a trail and easy access to the river. I am dismayed and very concerned that random people may wander all over my property.

There are other concerns; trash not properly disposed of, pets not contained, but I have listed the ones that are most important to me. Safety, Noise and Space.

Please let me know if you have any questions regarding my property location, or any other specifics. I have been coming to Lake City since 1986, and cherish my quiet family time in Lake City.

Warm Regards,
Kristen A Breeden



Alexander Mulhall <alexandermulhall@townoflakecity.co>

Short Term Rental in Lake City/Lake City Heights

Kristen Breeden <kristenabreeden182@gmail.com>

Thu, Oct 27, 2022 at 12:18 PM

To: "alexandermulhall@townoflakecity.co" <alexandermulhall@townoflakecity.co>, "townmanager@townoflakecity.co" <townmanager@townoflakecity.co>, "daveroberts@townoflakecity.co" <daveroberts@townoflakecity.co>, "dianebruce@townoflakecity.co" <dianebruce@townoflakecity.co>, "jessekendall@townoflakecity.co" <jessekendall@townoflakecity.co>, "triphorn@townoflakecity.co" <triphorn@townoflakecity.co>, "henrywoods@townoflakecity.co" <henrywoods@townoflakecity.co>

To whom it may concern:

Greetings to you all in Lake City,

My name is Kristen Breeden, and I am the owner of the property that is adjacent to property that is in discussion for Short Term Rental, located in Lake City Heights (LCH), [387 Alpine Court, LC, CO](#).

While my property is not located in LCH, it is adjacent to the property in question. I have two parcels of lands, and am specifically referencing the one adjacent to the property in question.

"Lots 1,2,3, and 4, Block 4, Wade's Addition, to the Town of Lake City, according to the official plat thereof on file and of record in the office of the Hinsdale County Clerk and Recorder, 'Together with a perpetual, non-exclusive easement for ingress and egress to and from said Lots 1 through 4, Block 4, Wade's Addition over that part of the existing road lying ten feet within **Lot 16, Lake City Heights**, along the northerly boundary thereof, and for the benefit of **Lot 15, Lake City Heights**, and Lots 1 through 4, inclusive Block 4, Wade's Addition, over and across that part of the existing road lying ten feet within **Lot 16, Lake City Heights**, along the northerly boundary thereof, County of Hinsdale, State of Colorado."

As a legal owner of property in Hinsdale County, I am voicing my opposition to the application for Short Term Rental at the property located at [387 Alpine Court, Lake City, CO](#).

There are several reasons for my objection, and I will list them here:

1. SAFETY. My property is very long, and sits on a high cliff over the Lake Fork of the Gunnison River. I am very concerned with people (especially children), and or pets, crossing the property line and then accidentally falling down the cliff. While I will certainly have to have professionally installed 'No Trespassing' signs erected, it is a known fact that many people ignore or choose not to see 'no trespassing' signs, and cross onto other people's property, whether intentionally or accidentally. I am very concerned with unsupervised children wanting to go 'play at the river' not realizing it is a good 50' drop off in many areas. The thought of installing a fence along the entire property line, especially adjacent to the property in question is unsavory relating to my costs, as well as the aesthetic value. But to reduce any chance of someone crossing onto my property, I would certainly entertain that option.

2. NOISE. Unfortunately, many people that rent for short term are entertaining a lot of people, and the noise from additional vehicles, which could include RVs, OHVs, and large trucks could impact our neighborhood in a negative way.

3. SPACE. Alpine Court is a small cul-de-sac with no room for RVs, trailers, etc. The potential for guests parking along Water Street, on a blind curve and hill, is an especially dangerous possibility.

My house is located on Lots 1-6 on Block 3, (adjacent to above property) and I am concerned with trespassers walking next to, and on my house property. The deck and house have a trail and easy access to the river. I am dismayed and very concerned that random people may wander all over my property.

There are other concerns; trash not properly disposed of, pets not contained, but I have listed the ones that are most important to me. Safety, Noise and Space.

As an added note, I did not receive any notifications from the applicant or County regarding this application. It is my understanding that all adjacent property owners should have been notified.

Please let me know if you have any questions regarding my property location, or any other specifics. I have been coming to Lake City since 1986, and cherish my family time in Lake City.

If necessary, I can try to participate in the Zoom meeting, but I'm hopeful you won't need me to do that, I apologize in advance for my lack of technical knowledge.

Warm Regards,

Kristen A Breeden



Alexander Mulhall <alexandermulhall@townoflakecity.co>

Fwd: Vacation rental on Alpine Court

2 messages

Lynda McCormick <lyndajmccormick@gmail.com>
To: Mulhall Alexander <alexandermulhall@townoflakecity.co>

Thu, Oct 27, 2022 at 3:33 PM

Hi ,

This may not have reached you the first time due to a slight error in the email address. So, I am forwarding it to you again . I would also ask at this time that this email, and my video comments from the last meeting, both be entered into the evidence at the upcoming hearing. Unfortunately I cannot attend that one via Zoom.

Thank you,
Lynda McCormick
Sent from my iPad

Begin forwarded message:

From: Lynda McCormick <lyndajmccormick@gmail.com>
Date: September 21, 2022 at 12:31:51 PM PDT
To: alexandermulhall@townoflakecity.co
Cc: McCormick Steve <stevem@colorado.edu>
Subject: Vacation rental

Hi Alexander,

We are homeowners in the Lake City Heights subdivision. We have owned our property since 1995 and built in 1998. The appeal of this neighborhood was the spacious lots and quiet rural atmosphere.

We are very concerned about the request to allow the property at 387 Alpine Court to be a vacation rental. The size of the house and garages suggest that large groups would be renting it. With that comes loud parties and possibly multiple vehicles including ATV's. Since this house is pretty much in the middle of our subdivision the noise impact would affect many residents.

We would like to register our protest against this proposed vacation rental and request that permission be denied.

Lastly, we would like to be added to the distribution list so we can attend, via zoom, the meeting at which this is discussed.

Thanks,
Lynda & Steve McCormick
364 Empire Court
Sent from my iPad

Alexander Mulhall <alexandermulhall@townoflakecity.co>
To: Lynda McCormick <lyndajmccormick@gmail.com>

Thu, Oct 27, 2022 at 3:53 PM

Received. I will include this for the November 2nd hearing.
[Quoted text hidden]

--

Alexander Mulhall
Town Clerk/Municipal Court Clerk



Alexander Mulhall <alexandermulhall@townoflakecity.co>

Rental application 387 Alpine Court Lake City

Martha Rogers <mfrogers51@gmail.com>

Sun, Aug 28, 2022 at 2:44 PM

To: alexandermulhall@townoflakecity.co

Cc: lakebear@centurytel.net, "janetsmoore51@gmail.com" <janetsmoore51@gmail.com>

Hello, Mr. Mulhall. I received a copy of the email sent to you by my neighbor, Greg Ochocki and Anne Barrie. I, too, would like to protest this application. I have not received the notice of application form mentioned by Greg. It may have gone to my winter home address in Decatur, GA. I am not there at present, so please send an application to my Lake City residence at [273 Alpine Court](#).

One of the main reasons I bought property in the Lake City Heights development is that it is a residential neighborhood and very quiet, not a lot of traffic. I am quite concerned that having rental property (especially short term rentals) will obliterate my peace and quiet. I live within feet of the house that would be rented and I definitely do not want this house used as a short term rental. There are only 4 houses that abut Alpine Court. Greg/Annie and me/Jan own 2 of them and are really opposed to such a permit.

I have been a property owner in Lake City for over 20 years. I love Lake City and wouldn't want to spend my summers anywhere else. I ask that you please, please not grant this permit.

Thanks for your consideration,
Martha Rogers and Jan Moore

----- Forwarded message -----

From: **Gregory** <lakebear@centurytel.net>

Date: Sat, Aug 27, 2022 at 3:13 PM

Subject: Fwd: Rental application [387 Alpine Court Lake City](#)

To: <mfrogers51@gmail.com>

Begin forwarded message:

[Quoted text hidden]

--

Martha F. Rogers, MD
Research Professor Emeritus
Emory University
mfrogers51@gmail.com
404-358-1033

273 Alpine Ct.
Lake City, CO 81235

Mr. Alexander Mulhall
Lake City Town Clerk
PO Box 544
Lake City, CO 81235

Dear Mr. Mulhall:

We received a certified letter from Dr. David Pampe informing me of his application for special permit pursuant to Lake City Municipal Code Section 23.5 for his property located at 387 Alpine Ct. With this letter, we are exercising our right to protest this application. We are the closest property to his location, and we are very concerned about the traffic and noise short-term rentals might cause. We are also very concerned that granting this permit would set a negative precedent for our neighborhood. At worse, having several short-term rentals in our neighborhood could result in devaluation of our property.

The house in question is large and short-term rentals could include several families with many vehicles. It could also be rented by several people as a "party house" which could create a lot of noise and possibly damage to our neighborhood. To our knowledge, there are no other short-term rental homes in Lake City Heights.

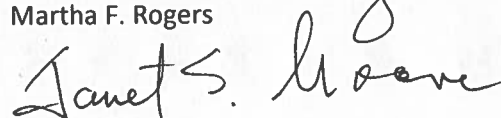
We believe that Lake City Heights is classified as a "Rural Estate District" that is intended to provide a quiet, low-density development for single-family residences. From our perspective, having short-term rental property just next door to our house is not in keeping with this intent.

We would like to be informed via email (mfrogers51@gmail.com, janetsmoore51@gmail.com) of when this matter will be discussed by the city management. We would like to attend in-person if we are in town, or via zoom if that is possible.

Sincerely,



Martha F. Rogers



Janet S. Moore

To the Town of Lake City

Re: 387 Alpine Court

I wish to formally object to my neighbor's petition to use their new home at 387 Alpine Ct. for short term rentals in Lake City Heights. I believe anyone attempting to turn their home into a VRBO or any sort of short term rental is required to notify **all of their neighbors**. To my knowledge, only one neighbor has been notified of this effort and I only learned of it because of their diligence. It looks as though an obvious effort has been made to skirt this 20 day requirement and scoot the request through with very little notification to those citizens who live in Lake City Heights full time. I'm not sure who is responsible for this notification process, but it has failed miserably in this instance and therefore needs to be an additional reason to DENY this request to turn the home into a short term rental!

While this notification failure is a big red flag anchoring my objection, it is certainly not my only concern.

In no particular order:

*This is a very large house with the potential for **many guests** or extended family members.

*Many guests comes with the very real potential for large trailers and multiple vehicles and recreational vehicles

*I believe this effort flies in the face of existing Lake City Heights HOA restrictions.

*I have concerns about increased noise, loud music and ATV's speeding around in the neighborhood.

*I built my house in Lake City Heights for the express purpose of being out of the busy part of town. I paid a premium to build in this area for the express purpose of maintaining standards to protect that peace and beauty.

In summary, I vociferously object to allowing this house at 387 Alpine Court be turned into a short term rental.

Sincerely,
Tom Moore
256 Water St.
Lake City, CO

Sept. 20, 2022

We Bruce + Rhonda Griffin, Griffin Family Trust,
would like to protest the property at 387 Alpine Ct.
to be used as Rental property.

Bruce Griffin
Rhonda Griffin
401 Empire Ct.

405 - 880 - 7980 text

10/19/2022

Town of Lake City Trustees,

As we are full time residents of Lake City Heights, we are opposed to short-term rentals in our subdivision.

Short term rentals belong in motels, RV parks, B+B's and cabins that are set up to care for 2-3-4 day stays. We purchased our land and built our house in a quiet, peaceful subdivision and we would prefer it to stay that way. Please vote to deny any short term rentals in Lake City Heights.

Respectfully Submitted,

Cindy & Alan Rae
215 - Galena Ct.



Alexander Mulhall <alexandermulhall@townoflakecity.co>

Greg Ochocki re rental letter

2 messages

Gregory <lakebear@centurytel.net>
To: alexandermulhall@townoflakecity.co

Mon, Aug 29, 2022 at 1:04 PM

I got the letter you are on vacation

Please confirm in reply to me , you receive this letter in previous e mail

Mr Mulhall
please forward a copy to all appropriate persons deciding , in this application process
Please kindly respond that you got this ...

August 27 , 2022
Town Clerk
Mr Alexander Mulhall
Board of Trustees
Town Of Lake City, Colorado
P.O Box 544
Lake City ,CO 81235

To All Whom it pertains, Please respond confirming you got this

Me, Gregory Ochocki and my wife Anne Barrie, strongly and vigorously object to short term rental , especially on a **daily** bases at [387 Alpine Court , Lake City Colorado 81235](#), in the Lake City Heights Sub Division within the town limits of Lake City Colorado . This application for special permit was sent to us in certified letter by Eugene David Pampe of Austin and Dripping Springs Texas. We have never met Mr. Pampe and have no personal quarrel with him, We just strongly disagree with his idea. We would like to be good and peaceful neighbors with him and are looking forward to meeting him.

We are residents of Lake City since 2001.

We have owned our home since 2003, located on approximately 3 acres at [225 Alpine Court , Lake City Colorado](#). we are neighbors to [387 Alpine Court, Lake City Colorado](#). in Lake City Heights .

The concern is the severe impact to our personal property rights , as property owners and the impact to the tranquility and privacy we enjoy and hold sacred.

We have invested in Lake City as home and Lake City Heights as our neighborhood .

We have been good citizens over the years donating our volunteer time and money to the benefit of Lake City as well as to Hinsdale County ,Colorado .

I have donated my professional services to the advertising and promotion of our town and county to benefit the community financially by promoting tourism.(I also was instrumental in the pioneering of early establishment of the internet and email being here in the early days. This by communicating with Centurytel aka Centurylink by phone and by in a signed petition by Lake City and Hinsdale County citizens , to that company for them to install early internet here. This petition was submitted to Ray Blaum who was County Manager then and forwarded to Centurytel. Back then it was still phone dial up technology but it helped establish large scale residential service , not limited to the very costly satellite at the time . My wife served at the art center and various community functions. Both of us were members when D.I.R.T was forming.

Mr. Russ Brown and I originally created a "fledgling" Friends of the Bears to serve the community , about 10 years ago and later handed it over to Patrice who has created a brilliant organization .

We were given a document when we bought our home **This states the rules of Lake City Height sub division , States patent recorded in book 121 at page 790. Signed by Ruthanne M Hall . Article 7 a States .. Quote. "Only Single Family dwelling may be erected or constructed on any lot. "**

There is no reference to renting a single family home to multiple families or groups short term or on a day basis .When Investing in the community we never imagined we would be facing homes being used as "quasi hotels" especially by absentee landlords or the prospect of large groups and transient renters overwhelming the infrastructure of our subdivision and street .

The owners in this sub division ,(Lake City Heights) have been cooperative with each other in the sense that we respect each other's privacy and tranquility.

We do not have a formal home owners association, but have over the years verbally agreed to certain courtesies . NOT Renting short term, especially one day, to transient groups of renters being one of them . Not parking large motor homes of visitors in locations that might impact our views and tranquility being another example.

Long term renters are different ,they are members of the subdivision , and neighborhood community and are known in the community as friends and neighbors.

No one objects to that. Not everyone can buy a home. Short term transients are a different story.

My wife and I are strong believers of property rights and personal personal property rights and the right to privacy and tranquility, are at the top of the list of those rights.

As well as the core values - Life , liberty and the pursuit of happiness and success . Zoning rules fall into the protection of rights as a whole and is intended for the good of the community. Certain parameters are ensued in zoning and restrictions apply for the good of all .

For example , the citizens of Lake City decided , in a democracy , that as a majority they did not want a Cannabis retailer in the middle of town, even though a property owner might have stated his right and would have liked to reap the profits .

Zoning has always been intended for the greater good and well being and QUALITY of life of a community as a whole . Property rights are protected by sound zoning. For instance in a subdivision ,because you buy a home you cannot covert it to

an auto painting factory in the middle of a residential area . We appeal to common sense decisions to protect our rights . We are dreading encounters with potentially belligerent renters .

Our objections are as follow.

1. The home at [387 Alpine Court Lake City Colorado](#) is a large home formerly occupied by 2 persons Our long time friends Mr. and Mrs Wayne Jones. It has large space capacity and rooms to house a lot of renters.

Rented short term to "DAILY" as requested in the letter by Eugene David Pampe, would open it to rental by several families or large groups. This would be a significant impact on our street with multiple vehicles and at times large campers, trailers and motor homes parking on Alpine Court. This impact would be significant and generators running a nuisance. Daily renters, arriving perhaps at hours late into the night.

We have personally observed abuses in rentals in Lake City , Meaning that some renters tend to ignore rules set fort by the landlord , prohibiting size of groups and parking rules and trash rules. Ignoring the stipulations in the contract. The "absentee owner" is often unaware that they rented not to just to one family or small group , but several families or large groups that come with multiple vehicles and /or motor homes , campers , trailers; overwhelming the capacity of the property.

2. Short term renters and DAY renters hopefully would be courteous humans? BUT as fact, we all know this is not always true.

Some people do not behave courteously when they do not know or care about the people around them, as they are leaving after their vacation and will never see them again. Others party late and overzealous on vacation .,

By the same token some people do not respect trash rules, parking or fire restrictions as they are not members of the neighborhood. They ignore the rental contract rules they signed . We, as a subdivision would be open to a flood of transients and a great impact on the infrastructure of the subdivision if this was approved.

Other "speculators" would seek short term renting of homes in the subdivision, by as little as a day . So how many ? All you have do is research any community that has been **over run** by short term rental properties and absentee landlords The chaos and damage it causes to the neighborhood as a whole, by property abuse and destruction .The impact on water , sewer, tranquility, cleanliness,. The possibility of increased crime with many transients coming and going.

The possibility exists of inexperienced people coming and creating an event such as leaving an outside fire pit or campfire unattended or not extinguished .

Daily transient renting would greatly increase the odds of inexperienced or negligent renters.

This fire incident ; has actually occurred in Lake City Heights, several years ago. Teenagers at home alone in the afternoon almost started a wildfire on windy hot summer day with a campfire or illegal, non permitted burn.

The sheriffs office should have a record of this as they responded .

Our request is this letter be entered officially to the meeting as agenda pertaining to this issue , by the Town Trustees Of Lake City Colorado ,and read to the citizens attending.

Respectfully



Alexander Mulhall <alexandermulhall@townoflakecity.co>

Greg Ochocki 225 Alpine CT

2 messages

Gregory <lakebear@centurytel.net>
To: alexandermulhall@townoflakecity.co

Mon, Aug 29, 2022 at 3:06 PM

Mr Mulhall

I spoke to Dr Eugene David Pampe who called me today. We had a friendly conversation He was very pleasant and I expressed my concerns and also agreed to email. him a copy of my letter to you at the Town of Lake City.

We have no quarrel with Dr Pampe and look forward to meeting him and his family and being a friendly neighbor .

Our problem is short term rentals. <https://www.pbs.org/newshour/nation/vacation-towns-limit-short-term-rentals-amid-housing-crisis>
In other places allowing short term rentals in residential neighbors properties are not only taking high end large homes off the long term rental market but also taking homes that are small and affordable for working people to rent. Resulting in critical housing shortages ; squeezing working men and woman out of available housing. This causes chaos eventually in the labor force serving the towns, as people have no where to live, teachers, restaurant workers, construction workers and so on.
This impacts greatly and negatively the community as a whole . Short term profits result in the often drastic drop in quality of life for the entire town.
All you have to do is research it and you will see examples . I hope the town trustees consider a moratorium on short term rentals.

Perhaps you being gone some stuff fell through the cracks . This is a bit of a confusing "kerfuffle."
Homes adjacent affected by short term rental application are with hearing and sight of applicant yet only 2 have addresses on Alpine Court. did not receive the letter to agree or protest the application .
For example The building site of Mr Rick and Mrs Carey Thomas is directly ADJACENT across the street from applicant at 387 Alpine Court , but have a Water Sreet Address
They did not get a letter.
Tom Moore is on the hill directly above Alpine Court within hearing and sight of 387 but also has a Water Street Address.
How without guidance from the town of Lake City was the applicant supposed to know the proximity of his directly adjacent neighbors . We were the only homeowners informed and forward this letter to our neighbors.

Martha Rodgers and Jan Moore are directly adjacent nearest to 387 Alpine CT sent you an email They bought the log house formerly owned by Susan McGruder.
they did not get a letter.

It is my feeling a mistake ws made and it was the due diligence Of The Town Of Lake City who should have contacted all of us;
as the applicant could not know the plot map proximity map of who is adjacent to his property as there is a multitude of address and different streets. I am in no way blaming him .

Who will be invited to the hearing ? Is it a public meeting or limited to homeowners adjacent.

Greg Ochocki Anne Barrie
225 Alpine Ct
Lake City CO 81235

1 970 209 8970

Why was this form when completed by applicant not sent to adjacent homeowners in Lake City Heights by the Town of Lake City??
in PDF below

https://www.townoflakecity.co/uploads/1/0/6/1/10613658/conditional_use_permit_application.pdf

this is the only form we got/ with an incorrect email for the Town of Lake City with an extra period



Alexander Mulhall <alexandermulhall@townoflakecity.co>

Fwd: Please read/ response requested

2 messages

Gregory <lakebear@centurytel.net>
To: alexandermulhall@townoflakecity.co

Tue, Aug 30, 2022 at 8:02 AM

Begin forwarded message:

From: Gregory <lakebear@centurytel.net>
Subject: Please read/ response requested
Date: August 29, 2022 at 4:29:46 PM MDT
To: daveroberts@townoflakecity.co
Cc: dianebruce@townoflakecity.co, Jessekendall@townoflakecity.co, Triphorn@townoflakecity.co, doughamel@townoflakecity.co, henrywoods@townoflakecity.co

Honorable Mayor and
Trustees of the Town of Lake City, CO

Lake City Height Subdivision is within the Rural Estate District
this is the town of Lake City Co code pertaining to us

(a) *Intent.* The "RE" Rural Estate District is **intended to provide a quiet, low density development for single-family residences**

Environmental protection is provided by the design and performance standards of subsection (d) of this section.

(b) *Uses by right.* The following uses are uses by right:

(1) Single-family homes which are constructed on-site in full compliance with town building, plumbing and electrical codes, and the design standards of this section.

(2) Public utility service facilities.

(3) Government building and facilities.

(4) Public parks, and parks and recreation facilities owned or operated by a homeowners' association.

(5) Churches, Sunday schools and day care centers.

(6) Accessory uses.

(c) *Conditional uses.* The following uses are conditional uses: factory built housing which meets the design and performance standards of subsection (d) of this section.

(d) *Design and performance standards.*

(1) Residences shall be anchored to a foundation constructed in full conformity with the town building code.

(2) The residence shall qualify for a building permit pursuant to either [chapter 5](#), article II or [section 5-95](#).

(3) The residence shall be a minimum of 21 feet wide with a minimum eave overhang of 12 inches. All factory built residences and mobile residences

shall have an average roof pitch of at least 3:12; all site built residences shall have an average roof pitch of at least 4:12.

- (4) The roof shall be designed to withstand a snow load as established in the town's most recently adopted editions of the International Building Code and International Residential Code.
- (5) The residence shall have brick, rock, stucco, wood, or cosmetically equivalent siding.
- (Ord. No. 1988-1, § 1(15.8-5), 7-13-1988; Ord. No. 1994-5, §§ 2, 3, 4-6-1994)

Our problem and fear along with some of our neighbors, which you will be hearing from is short term rentals.

Short term as little as overnight or one day by transients or by large groups .

Short term rentals negatively affecting what we invested into our subdivision Lake City Heights , in a peaceful and private quality of life. Our property rights .

To reiterate (**Rural Estate District is intended to provide a quiet, low density development for single-family residences**)

However the coming crisis is even bigger than our subdivision or any other on Lake City.

In other resort towns allowing short term rentals in residential neighbors properties it is not only taking high end large homes off the long term rental market,

but also taking the smaller affordable homes off the long term rental market. Residences that are small and affordable for working people who are residents to rent.

This resulting in critical housing shortages ; that are squeezing working men and woman and families out of available

rental housing. This causes chaos in the labor force serving the towns, as people have no where to live, examples such teachers, restaurant workers, construction workers and so on.This impacts greatly and negatively the community as a whole by labor shortages all areas . Short term profits result often in the drastic drop in quality of life for the entire town.

All you have to do is research it and you will see examples . The sewage plant ,pond also needs to be able to handle the influx of renters often are packing a short term rentals, overpopulating them for their capacity. One family rents, but 2 or 3 might come to share the costs .

I hope the town trustees consider a moratorium on short term rentals.

Please Read this article it is one of many pertaining to many resort towns.

<https://www.pbs.org/newshour/nation/vacation-towns-limit-short-term-rentals-amid-housing-crisis>

respectfully

Gregory Ochocki

225 Alpine Ct / Lake City Heights Hinsdale CO

Alexander Mulhall <alexandermulhall@townoflakecity.co>

To: Gregory <lakebear@centurytel.net>

Wed, Aug 31, 2022 at 12:44 PM

Received

[Quoted text hidden]

--

Alexander Mulhall
Town Clerk/Municipal Court Clerk
Town of Lake City
PO Box 544
Lake City, CO 81235
(970)944-2333



Alexander Mulhall <alexandermulhall@townoflakecity.co>

Short term rental

2 messages

Gregory <lakebear@centurytel.net>

Wed, Aug 31, 2022 at 8:28 PM

To: Alexander Mulhall <alexandermulhall@townoflakecity.co>, Vance Lipsey <townmanager@townoflakecity.co>, daveroberts@townoflakecity.co
Cc: henrywoods@townoflakecity.co, dianebruce@townoflakecity.co, tomjim1947@gmail.com, Martha Rogers <mfrogers51@gmail.com>, johnsmart54@gmail.com

Since you have now received multiple letters against this short term rental from adjacent neighbors I truly hope we can agree for code enforcement to respect or property rights as agreed contract when we purchased in Lake City Heights without lawyers.



Alexander Mulhall <townmanager@townoflakecity.co>

387 Alpine Court STR Application Public Hearing

1 message

Gary Witt <garywitt29@icloud.com>

Wed, Oct 19, 2022 at 3:34 PM

To: townmanager@townoflakecity.co, alexandermulhall@townoflakecity.co

Cc: Buffy Witt <whatyahurd@gmail.com>

Dear Town of Lake City:

I am writing to strongly oppose the proposed short-term rental permit for the address of 387 Alpine Court in Lake City Heights.

As a fellow Lake City Heights resident, I am well aware that every homeowner in Lake City Heights agreed and signed on the restrictions and covenants associated with living in this community. Those restrictions specifically state only single family dwellings can be constructed on any lot within the subdivision, as well as places a restriction on transferances and leases affecting homes within Lake City Heights.

Lake City Heights is a quiet, rural and low-density development. I am not savvy enough to comment on zoning restrictions but it seems if zoning regulations also argue against a short term rental scenario within our community.

With the number of part-time and seasonal homeowners living in Lake City Heights, opening Pandora's box and considering approval of a short-term rental permit has the potential to cause significant disruption and destruction to the quiet and rural community, which is exactly the scenario the covenant agreement was intended to prevent.

Please reject this short term rental permit, and set the precedent going forward that short term rental permits will not be allowed within the subdivision of Lake City Heights.

Sincerely,

Gary Witt
303 N Water St
Lake City Heights
303-883-0407

Restrictions:

The undersigned, being duly appointed officers of the property described on this plat, hereby imposes the following restrictions on the use of the property which shall run with the land and shall be considered a restriction to be a part of any and all conveyances, transferences, leases, and other documents affecting all or any part of the above described land:


1. Only single family dwellings may be erected or constructed on any lot.
2. All improvements on a lot shall be a minimum of 1200 square feet of usable and inhabitable space.
3. Any garages or storage building must be attached to the dwelling and no out building may be constructed, erected, or placed on any lot.
4. No mobile homes, trailers, tents, shacks, barns or any temporary structure shall be used as a dwelling on any lot.
5. No improvements may be erected which will interfere with or alter the drainage easement designated in this Plat without prior approval from the Town of Lake City.

CERTIFICATE OF LAKE CITY AREA WATER AND SANITATION DISTRICT

The property platted herein is within or will be included within the District. Following inclusion, water rights for wells for individual lots shall be entitled to the advantage of the District's plan for augmentation for such wells.

Lake City Area
Water and Sanitation District

By:


PRESIDENT

Reception 78542
Plat

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The undersigned, being duly appointed officers of the property described on this plat, hereby imposes the following restrictions on the use of the property which shall run with the land and shall be considered a restriction to be a part of any and all conveyances, transfers, leases, and other documents effecting all or any part of the above described land:

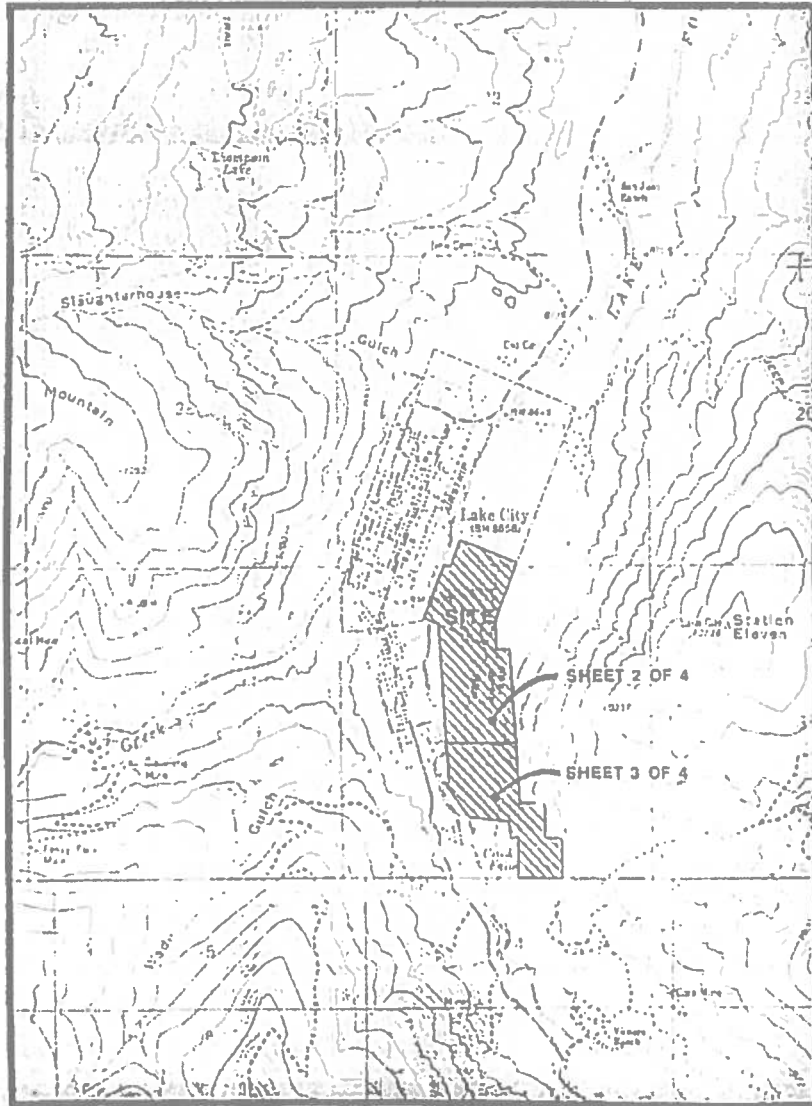
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Lake City Area
Water and Sanitation District

By: *D. J. ...*
PRESIDENT



the
as the
use name
in



Alexander Mulhall <townmanager@townoflakecity.co>

Fwd: Sold MLS Information - 153 Galena Court in Lake City Heights

A Danielle Worthen <danielle@hallrealty.net>

Sat, Feb 25, 2023 at 2:28 PM

To: Alexander Lex Mulhall <alexandermulhall@townoflakecity.co>

Cc: Dan Krob <dan@kroblaw.com>

Good afternoon Lex.

I did not see my email from October 21, 2022 included in the meeting packet. Please forward this email to the Mayor, Board of Trustees and include in the comments for the upcoming hearing with regard to the vacation rental permit application submitted by Dr. Pampe at 387 Alpine Court.

Please note that the former Willette home at 286 North Water Street was previously in the short term vacation rental market prior to the Witts purchasing the property.

Regards,

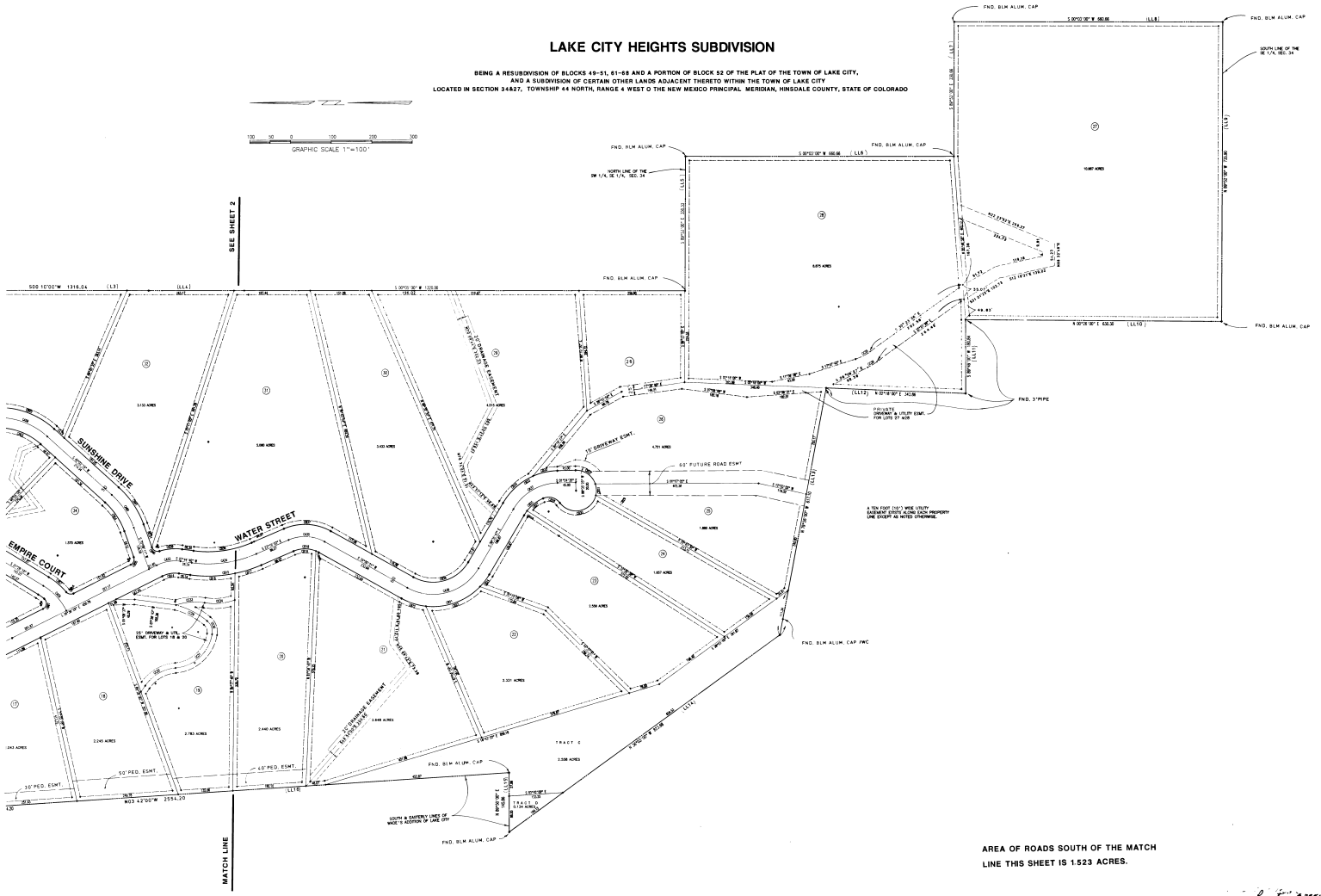
[Quoted text hidden]

**Lake City Heights Plat Reception-78542.pdf**

922K

LAKE CITY HEIGHTS SUBDIVISION

BEING A RESUBDIVISION OF BLOCKS 49-51, 61-68 AND A PORTION OF BLOCK 52 OF THE PLAT OF THE TOWN OF LAKE CITY,
AND A SUBDIVISION OF CERTAIN OTHER LANDS ADJACENT THERE TO WITHIN THE TOWN OF LAKE CITY,
LOCATED IN SECTION 34&27, TOWNSHIP 44 NORTH, RANGE 4 WEST OF THE NEW MEXICO PRINCIPAL MERIDIAN, HINSDALE COUNTY, STATE OF COLORADO



LAKE CITY HEIGHTS SUBDIVISION

BEING A RESUBDIVISION OF BLOCKS 49-51, 61-68 AND A PORTION OF BLOCK 52 OF THE PLAT OF THE TOWN OF LAKE CITY,
AND A SUBDIVISION OF CERTAIN OTHER LANDS ADJACENT THERETO WITHIN THE TOWN OF LAKE CITY
LOCATED IN SECTION 34 AND SECTION 27, TOWNSHIP 44 NORTH, RANGE 4 WEST OF THE NEW MEXICO PRINCIPAL MERIDIAN, HINSDALE COUNTY, STATE OF COLORADO.

TOTAL AREA OF STREET R.O.W. 12.844 ACRES

CERTIFICATE OF DEDICATION AND OWNERSHIP

KNOW ALL MEN BY THESE PRESENTS that the undersigned being duly appointed officers of the owner of certain lands in the Town of Lake City, Colorado, and State of Colorado, to-wit:

A parcel of land located in Sec. 27 1/4 Township 44 North, Range 4 West of the Mexico Principal Meridian, Hinsdale County, State of Colorado, being more particularly described as follows:

Commencing at the North Quarter corner of said Section 34; thence along the North-South centerline of said Section 34, South 0°10'00" West, 875.44 feet to the POINT OF BEGINNING, said Point of Beginning being on the Eastern line of the Lake City Town site according to the Plat of Lake City, thence continuing along said North-South centerline, South 0°10'00" West, 449.27 feet to the Southeast corner of the Northwest Quarter of the Northwest Quarter of said Section 34; thence along the South line of the Northwest Quarter of the Northwest Quarter of said Section 34, South 89°45'00" East, 130.99 feet; thence, South 0°10'00" West, 1316.04 feet; thence, South 89°45'00" East, 1332.00 feet to the North line of the Southwest Quarter of the Southwest Quarter of said Section 34; thence along said North line, South 89°45'00" East, 339.33 feet; thence, South 0°10'00" West, 460.68 feet; thence, South 89°45'00" East, 332.66 feet; thence, South 0°10'00" West, 660.66 feet to the South line of the Southwest Quarter of said Section 34; thence along said South line, North 89°45'00" East, 343.86 feet; thence, North 79°50'00" West, 517.10 feet; thence, North 89°45'00" East, 823.68 feet; more or less, to a point on the South line of the Eastern line of Lake City thence along the South line and the Eastern line of said Subdivision, South 89°45'00" East, 155.88 feet; thence, North 79°50'00" West, 2554.20 feet; thence, North 87°50'00" West, 1272.22 feet; to a point on the Southerly boundary line of said Lake City Town site; thence along the said Southerly line, South 88°15'00" East, 1477.35 feet; thence along the East right-of-way of Lake Street according to the Plat of the Town of Lake City recorded in the records of said County, North 21°35'23" East, 1000.09 feet; thence along the South right-of-way of Third Street, South 87°15'00" East, 133.00 feet; thence, North 27°35'20" East, 440.05 feet; thence along the South right-of-way of South Street, South 84°18'00" East, 1027.50 feet; thence along the East line of said the Town of Lake City, South 21°30'15" West, 982.58 feet to the Point of Beginning.

The above said parcel contains 141.810 acres and is subject to all easements as shown.

Have by these presents laid out, platted and subdivided the same into lots, as shown on this plat, under the name and style of Lake City Heights Subdivision and do hereby dedicate, grant and convey to the Town of Lake City, Colorado, for the use of the public, sewer streets, gutter streets, Alpine Court, Northgate Drive, Empire Court and Sunshine Drive, as herein shown. The easements shown on this plat covers those shown on the plat as private easements as shown on this plat and utility, including but not limited to water, sewer, storm sewer, drainage, electrical, telephone, gas and CATV lines, together with perpetual right of ingress and egress for installation, maintenance and replacement of such lines. Tracts A, B, and C are hereby dedicated, granted and conveyed to the Town of Lake City, Colorado. The future road easement shown on Lot 15 and Lot 25 is hereby reserved by owner.

Lake City Heights, Inc. -
A Colorado Corporation
By William C. Hall, President
Attest: Ruthanna M. Hall, Secretary

STATE OF COLORADO)
(Hinsdale Co.,)
COUNTY OF HINSDALE)

The foregoing instrument was acknowledged before me this 15th day of August, 1986, William C. Hall, President of Lake City Heights, Inc., and Ruthanna M. Hall, Secretary, being duly appointed officers of the owner of the above described parcel of land.

Witness My Hand and Official Seal:
My commission expires: April 5, 1990
James A. Shuman
Notary Public

CERTIFICATE OF LINES ADJACENT

The undersigned, First National Bank of Commerce, William C. Hall and Ruthanna M. Hall, as its President, a Colorado general partnership, holder of mortgage, deed of trust, lease or other encumbrance, by virtue of its authority conferred in Book 115, Page 695, Book 116, Page 195, and in Book 117, Page 612, respectively of the Hinsdale County Records, upon proper disclosure under this subdivision, plat, survey, consent, to the undersigned, being an officer of the bank, of the return, maps and assessments and other property as provided in the certificate of dedication and ownership.

First National Bank of Commerce
By: William C. Hall, President
Attest: Ruthanna M. Hall, Secretary

The foregoing line holder Robert E. Hall and Ruthanna M. Hall was acknowledged before me this 15th day of August, 1986, at Lake City, Colorado, in the presence of William C. Hall, President of said bank, and Ruthanna M. Hall, Secretary of said bank.

Witness my hand and official seal:
My commission expires: April 5, 1990
James A. Shuman
Notary Public

STATE OF COLORADO)
(Hinsdale Co.,)
COUNTY OF HINSDALE)

The foregoing line holder William C. Hall and Ruthanna M. Hall was acknowledged before me this 15th day of August, 1986, at Lake City, Colorado, in the presence of William C. Hall, President of said bank, and Ruthanna M. Hall, Secretary of said bank.

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Witness my hand and official seal:
My commission expires: April 5, 1990
James A. Shuman
Notary Public

STATE OF COLORADO)
(Hinsdale Co.,)
COUNTY OF HINSDALE)

The undersigned, an Attorney at Law, duly licensed to practice in Colorado, does hereby certify that I have examined the title of all lots herein platted and described in the above Certificate of Ownership and Dedication and that title to such land is in the owners and dedications, free and clear of all liens and encumbrances, except as follows:

- Deed of Trust dated June 2, 1986, recorded June 24, 1986 in Book 323 at Page 977.
- Deed dated Mortgage dated February 1, 1981, recorded February 7, 1981 in Book 115 at Page 690.
- Deed of Trust dated February 24, 1984, recorded March 5, 1984 in Book 123 at Page 790.
- Exceptions and reservations contained in the United States Patent recorded February 15, 1984 in Book 162, Page 71 and February 24, 1984 in Book 123 at Page 790.
- Any assessment or liens by reason of inclusion for any special districts including, but not limited to, the Lake City Water and Sanitation District.
- General property taxes for 1986 payable in 1987.

Witness my hand and official seal:
My commission expires: July 21, 1986
William C. Hall
Notary Public

NOTICE

- The Town of Lake City does not guarantee the availability of water nor does the Town of Lake City guarantee that a wastewater system can be installed on lots in the subdivision.
- Potable water for individual lots shall be obtained from wells.
- Sanitary sewers for individual lots shall be either an in-lot septic disposal system or a properly engineered system, conforming to the Colorado State Board of Health and local requirements for the Town of Lake City.

Approved by the Planning Commission of the Town of Lake City, on the 15th day of Aug, A.D. 1986.

Approved by the Board of Trustees of the Town of Lake City, on the 3rd day of Sept, A.D. 1986.

Approved by the Town Attorney of the Town of Lake City, on the 3rd day of Sept, A.D. 1986.

COUNTY CLERK AND RECORDS CERTIFICATE

This map was filed for record in the office of the County Clerk and Records of Hinsdale County, Colorado, at 1:05 P.M., on the 15th day of August, 1986.

File No. See Above
County Clerk and Recorder

Map No. By: Mike Debat
Deputy

Reception No. 71542

ENGINEER'S CERTIFICATE

The undersigned, a Licensed Professional Engineer in the State of Colorado, does hereby certify that the storm drainage system for this subdivision is properly designed, to meet Town of Lake City specifications and are adequate to properly serve the subdivision shown herein. I further certify that the streets and other improvements are designed in accordance with applicable town specifications and regulations.

D.S. Benson
D. Stephen Benson
P.E. No. 12611
Date: 8-22-86

SURVEYOR'S STATEMENT

I, Terry G. Everett, a Professional Land Surveyor in the State of Colorado, do hereby state that the survey and legal description shown herein was made under my direct responsibility, supervision and checking and that this plat accurately represents said survey and that all monuments exist as shown herein.

NOTICE: According to Colorado Law, you must commence any legal action based upon any defect in this survey within six years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of survey shown herein.

ACCEPTANCE

This Resubdivision and Subdivision is hereby approved by the Town of Lake City, Hinsdale County, Colorado on the 3rd day of Sept, A.D. 1986, with the roads and easements, together with Tracts A, B and C dedicated herein are hereby accepted by the Town of Lake City and the streets and alleys formerly within the portion of the Subdivision hereinto shown on this plat are hereby vacated and abandoned.

STATE OF COLORADO)
(Hinsdale Co.,)
COUNTY OF HINSDALE)

I, Robert E. Hall, a Notary Public within and for said County in the State of Colorado, do hereby certify that Robert E. Hall, personally known to me as the Mayor of the Town of Lake City, Hinsdale County, Colorado, and the person whose name is subscribed on the above instrument in writing, appeared before me this day in person and acknowledged that, as authorized by resolution of the Town Council of said Town at a regular meeting thereof held on the 5th day of September, 1986, he executed said acceptance of said map as free and voluntary act and deed of said Town of Lake City.

My Commission expires 4-4-90
Robert E. Hall
Notary Public

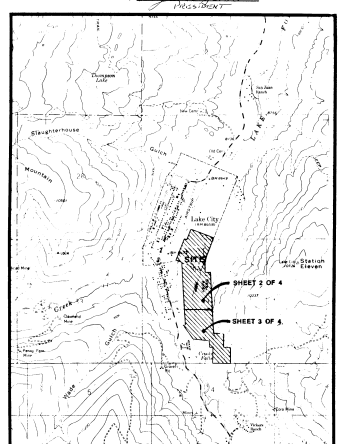
RESTRICTIONS

- The undersigned, being duly appointed officers of the property described on this plat, hereby impose the following restrictions on the use of the property which shall run with the land and shall be considered a restriction to be a part of any and all conveyance, transferee, lease, and other documents effecting all or any part of the above described land:
- Only single family dwellings may be erected or constructed on any lot.
 - All improvements on a lot shall be a minimum of 1200 square feet of usable and inhabitable space.
 - Any garage or storage building must be attached to the dwelling and no out building may be constructed, erected, or placed on any lot.
 - No mobile homes, trailers, tents, sheds, barns or any tenancy structures shall be used as a dwelling on any lot.
 - No improvements may be erected which will interfere with or alter the drainage easement designated in this Plat without prior approval from the Town of Lake City.

CERTIFICATE OF LAKE CITY AREA WATER AND SANITATION DISTRICT

The property platted herein is within or will be included within the District. Following indication, water rights for wells for individual lots shall be entitled to the advantage of the District's plan for augmentation for such wells.

Lake City Area
Water and Sanitation District
James A. Shuman
President



VICINITY MAP 7-2000

R3D
Engineering Consultants
10000 Colorado Blvd
Suite 100
Denver, CO 80231
303.750.8916



Alexander Mulhall <alexandermulhall@townoflakecity.co>

Sold MLS Information - 153 Galena Court in Lake City Heights

A Danielle Worthen <danielle@hallrealty.net>

Fri, Oct 21, 2022 at 10:06 AM

To: Alexander Lex Mulhall <alexandermulhall@townoflakecity.co>

Good morning Lex,

Please share the following information with the Mayor, Trustees and Town Attorney as it may pertain and give some insight to the history of short term vacation rentals in the Lake City Heights Subdivision.

Linked below is the Sold MLS information for [153 Galena Court](#) in Lake City Heights formerly owned by Robert Borsh. It sold in September 2016. As the Team Murphy listing states in the Remarks Section, it was in the short term vacation rental market at the time of the sale in 2016.

<http://cren.paragonrels.com/publink/default.aspx?GUID=e292982f-b4b9-4fbc-905c-515aba7cfb25&Report=Yes>

It is my understanding that Lakeview Property Management was the vacation rental manager for the formerly owned Borsh home, in addition to the formerly owned Willette home at 286 North Water Street. The Texan Resort has had the 890 South Water Street home in their short term vacation rental market for more than 15 years and it remains listed in the 2023 rental market on their website.

I've also attached the digital plat that I emailed you yesterday for the Lake City Heights Subdivision with reception number 78542 stating the 5 Deed Restrictions.

Thank you for your efforts in compiling information to be reviewed.
Danielle

A. Danielle Worthen
Owner/Broker Associate
Hall Realty, Inc.
P.O. Box 280
Lake City, CO 81235
970-944-8100 Office
www.hallrealty.net



CONFIDENTIALITY NOTICE: The information contained in this email and attached document(s) may contain confidential information that is intended only for the addressee(s). If you are not the intended recipient, you are hereby advised that any disclosure, copying, distribution, or the taking of any action in reliance upon the information is prohibited. If you have received this email in error, please immediately notify the sender and delete it from your system.

 **Lake City Heights Plat Reception-78542.pdf**
922K

Monthly Report

February 2023

Lake City Parks and Recreation

Ski Hill –

The ski hill is doing much better now with some added snow. There was enough snow that Don could groom with the snowcat. We will be open extra days in March during the two weeks of Spring Break. The extra days we will be open are March 14, 16, 21, 23. These are Tuesdays and Thursdays. March 27th will be the last day of the season if the snow makes it that long. We are still waiting for our unannounced inspection from the tramway board. It could be any day now. We don't foresee any problems. The Milski Race is scheduled for March 4th.

Armory –

I've been working on the apartment upstairs whenever I get a free moment. I framed in and drywalled one of the closets, framed in a kitchen wall and a wall for the tub enclosure. We are waiting for the shower/tub unit to arrive and I'll build another closet and a wall for the tub. It will then be time for a plumbing rough in. In the meantime, I need to get a kitchen design from Home Depot so I know exactly where the sink will go for the plumbing rough in.

We bought a new auto belayer for the climbing wall so we now have two for the kids to use.

Ice Rink –

The ice rink is still going strong. Usually it melts out before spring break. As soon as the 40 degree days hit it won't be long for this world.

Ice Wall –

We think the ice wall will be busy until at least mid March this year, and hopefully into April if ice conditions hold out. Based on conditions we will try to advertise over facebook and Instagram so people are aware that we still have good late season ice. The Ice Festival was a success. We had 38 entrants, 5 or 6 were adaptive sports entrants. On previous years we usually never had more than 25 in the competition. We had about 25 business sponsors for the event. I counted 80 cars parked at the three walls on the Saturday of the event. We are also receiving quite a few donations through the QR code. We almost sold out of ice wall sweatshirts and t shirts and we ordered more. There is a meeting scheduled with the BLM on Monday Feb 27th to discuss future expansions. Our busiest weekend ever with actual ropes on the walls was the Saturday of President's Day weekend. I counted 63 cars. I think at those numbers most or all of the lodging in Town is full.

Trees –

The application for Tree City was submitted for 2023.

Parks –

I'm currently trying to get a quote for the court coating on the new slab behind the armory.

Public Works Report

February, 2023

For the month of February, the Town of Lake City produced 10,670,400 gallons of safe drinking water and the Wastewater Treatment Plant processed 2,167,083 gallons of wastewater. For the same period last year the Town produced 10,670,400 gallons of water and processed 2,120,777 gallons of wastewater.

Water : February was extremely busy with many water issues. Public Works assisted with a costumers that required main shut offs and digging. We also had many meters that froze but fortunately for quick responses by Public Works we only had to replace a few meters on what we got call out on. I anticipate a very similar March in regards to water issues. We also had the meter read in February. This is the most difficult read to complete due to the snow and ice. We completed the read with Ethan's first two days. We also sent in the yearly samples for VOC/SOC. During the power outage we took shifts to ensure the well had no issues at the well house. The new Ballfield well pump should be installed in March.

Wastewater: I have been helping Joanne with any data necessary for the WWTF expansion. This includes running monthly samples to Gunnison. We have been busy talking to equipment providers to find the best fit for the new plant. We also had a frozen main that Willy and I thawed out. We have had many customers with frozen service lines

Streets and Alleys: We finally got some snow in February. This kept us busy keeping up with the snow and doing the read at the same time. R&B kept the road ways opened up and we assisted them. We also plowed the alleys and maintained the Town's facilities. We also opened up drainages on 3rd street. We are excited about our new jet trailer because we will be able to maintain storm drains and sewer issues. We also worked in the Ballflates to make sure the ditch system is ready for the runoff.

Other: Public works attended a CPR class. We have also been working to find suppliers for summer time projects.

Respectfully Submitted,
Jameson Johnston
Public Works Director



BUILDING DEPARTMENT
Gabe McNeese
311 N. Henson St., Lake City, CO, 81235.
Phone: 970-901-9570, email gabem@hinsdalecountycolorado.us

TOWN OF LAKE CITY MONTHLY MEETING

February 2023

February has come and gone, and the Town of Lake City pulled two permits. One permit is for the upstairs of the Town office remodel, and the other is for The Wrangler, previously Restless Spirits. Both are well on there way, Ben Hake is doing a great job keeping me posted on his employee housing project above the Town Office. The Wrangler is pushing for a June of 2023 opening, and with the amount of help that is currently on-board this project could become reality.

The building department in February was audited both in County and Town. Verisk, is a Community Hazard Mitigation Underwriting Solution Company, that goes from town to town and county to county, keeping up to date information on where communities around Colorado stand on building codes, wildland urban interface, how many permits, continued training just to name a few of the 17 page survey I filled out. I had one zoom meeting, and one face to face meeting, both went very well and as a County and Town we are checking all the boxes that were asked of us.

Along with general snow and ice mitigation, Installing a new fan and keeping the heat/ lights on at the County Courthouse has kept me busy this past month. I look forward to the coming month as the building department begins to become increasingly busier with spring and summer right around the corner.

Sincerely,

Gabe McNeese.

Sheriff's Report

Feb. 2023

BOCC/ BOTT

1/30-2/3: Deputy Pantleo attended Field Training Officer program training. The skills learned at this training will aide in enhancing the efficiency and efficacy if the Sheriff's Offices field training program for new hires. This training was hosted by the County Sheriff's of Colorado, tuition and lodging are covered by a regional POST training grant.

2/7: SO personnel attended Officer Safety training. This training covers several areas of officer readiness, fitness and attention to detail all pertaining to the overall safety of officers as the conduct their work. This training was held in-house and led by Sheriff Kambish.

2/10: Deputy Zeckser responded to an accident in the 600 block of Silver St. A vehicle was being parked when it lost traction and struck another vehicle. Due to the icy conditions, the struck vehicle slid into a second, parked vehicle causing slight damage. No injuries were reported, and the driver was issued a citation for unsafe backing.

2/14: Deputy Pantleo took a report of a town-owned front loader that struck a parked vehicle while plowing snow. The incident was promptly reported, and minimal damage was done to the parked vehicle, there were no injuries. Due to the incident occurring snow removal, no citations were issued.

2/15-16: Deputy Zeckser attended the Street Survival seminar in Loveland. This seminar provides attendees with training on how to conduct law enforcement operations wile maintaining a high level of safety for both officers and the public. The lodging and tuition for this training is covered by a regional POST training grant.

2/17: SO personnel attended body worn camera training. This training covered the laws, policies, procedures, as well as the functions of office issued body cameras. The training was held in-house and led by Deputy Pantleo and Undersheriff Kaminski.

At the writing of this report, the office's new hire, Sarah Poet, has completed 7 of the 16 weeks in the Police Officer Standards and Training (POST) academy in Delta. Ms. Poet reports she is enjoying working with her classmates as they all push through an intensely rigorous learning program. She is in good spirits, and we are looking forward to her beginning her field training with our office in May.

Citations for Feb.

Unsafe backing – 1

Speeding – 1

Speeding (School Zone) - 1

**TOWN OF LAKE CITY
BOARD OF TRUSTEES
ORDINANCE NO. _____**

**AN ORDINANCE AMENDING TOWN CODE SECTION 14-203 REGARDING
PROHIBITION OF MARIJUANA BUSINESSES**

WHEREAS, the Board of Trustees of the Town of Lake City, Colorado (the “Board”), pursuant to Colorado Statute is vested with the authority of administering the affairs of the Town of Lake City, Colorado (the “Town”); and

WHEREAS, Section 14-203 of the Town of Lake City Town Municipal Code (the “Code”) currently prohibits the operation of any medical marijuana manufacturing or sale facility within the Town limits; and

WHEREAS, subsequent to the passing of Section 14-203 voters of the State of Colorado approved Amendment 64, effectively legalizing recreational marijuana within the State of Colorado; and

WHEREAS, Amendment 64 allows local governments, including municipalities to regulate the licensing of recreational marijuana establishments, up to and including prohibiting the same within a municipal boundary; and

WHEREAS, the Board received public comment regarding allowing the licensing and permitting for recreational marijuana within the Town limits; and

WHEREAS, the Board requested and received public testimony regarding concerns of pollution, noise, and smells as well as the historic use and legalities of marijuana within the Town limits; and

WHEREAS, after hearing and considering the testimony, the Board finds it in the best interest of the health, safety, and welfare of the Town and its citizens to prohibit recreational marijuana establishments within the Town limits.

WHEREAS, the Board desires to amend Section 14-203 of the Town code to expand the prohibition of medical marijuana establishments to also include a prohibition on recreational marijuana establishments.

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF LAKE CITY AS FOLLOWS:

1. Section 14-203 of the Lake City Municipal Code shall be amended by adding the **underlined bold language** and removing the ~~strikethrough language~~ to read in its entirety as follows:

Sec. 14-203. Prohibition of certain marijuana businesses and operations.

- (a) *General provisions.* No license to establish, operate, continue to operate or permit to be operated any ~~medical~~ marijuana center, optional premises cultivation operation or ~~medical~~ marijuana-infused products manufacturing or sale facility shall be lawful in the town. No person shall thereafter maintain any such business or operation or any other enterprise engaged in the possession, use, cultivation, production, sale or distribution of marijuana or marijuana products other than those which are properly conducted by patients and primary caregivers as expressly allowed by, and specifically conforming with, the provisions of article XVIII, section 14 of the state constitution and related state laws and regulations. (The overall intent of this section is to fully exercise the town's local option specifically allowed under C.R.S. § 12-43.3-106. No intent to deprive or limit the rights of medical marijuana patients and their primary caregivers established under the state constitution or related state law and regulations shall be inferred from this section.)
- (b) *Declaration of nuisance and enforcement remedies.* Any violation of this section is hereby declared to be a public nuisance subject to injunction and abatement in any lawful manner. In this regard, the town may pursue any one or more of the following specific civil remedies in addition to all sanctions available through the state criminal courts:
 - (1) It may maintain a civil action in any court of competent jurisdiction to enjoin or abate the nuisance.
 - (2) With a prior court order, it may enter upon private property on which the nuisance is being maintained for the purpose of performing all work necessary to abate or eliminate the nuisance. The town's municipal court is hereby expressly empowered to issue orders for entry into private property upon showing of probable cause to believe that a nuisance is being maintained thereon in violation of this section.
 - (3) In all nuisance abatement or elimination actions properly taken under this section, the town shall be entitled to recover all costs that it reasonably incurs for such actions, plus interest at the rate then allowed by law. Such costs which may be recovered by the town shall include, without limitation, its out-of-pocket expenses, costs attributable to town employee time and equipment use, attorney's fees, and a charge for overhead and administration equal to 20 percent of the base costs for the abatement or elimination of the specific nuisance. Said costs may be recovered by customary enforcement of a civil judgment which may be collected and foreclosed in any manner provided by law. They may also be certified to the treasurer of the county for assessment and collection as delinquent charges in the same manner as taxes upon the property on which the subject nuisance had been maintained.
- (c) *Definitions.*

- (1) The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Marijuana or useable form of marijuana (sometimes spelled "marihuana" or referred to by the scientific name of "cannabis sativa"), medical use, patient and primary caregiver shall have the same meanings as those terms are defined by said article XVIII, section 14(1) of the state constitution.

~~*Medical marijuana, medical marijuana center, medical marijuana infused product, medical marijuana infused product manufacturer and optional premises cultivation operation* shall have the same meanings as those terms are defined by C.R.S. § 12-43-101 et seq., as supplemented by any regulations lawfully adopted by authority of said state statutes.~~

Person means any natural person, partnership, association, company, corporation, limited liability company or other organization or entity, and shall include a manager, agent, owner, officer or an employee of such organization or entity.

Possess or possession means having physical control of a pertinent substance or product controlled by this section, or control of the premises in which such substance or product is located or having the power and intent to control such substance or product, without regard to whether the one in possession has actual ownership of such substance or product. Possession may be held by more than one person at a time. Direct consumption or use of the pertinent substance or product is not required for purposes of determining its possession.

Produce or production means:

- a. All phases of growth of marijuana from seed to harvest;
 - b. Combining marijuana with any other substance for sale or distribution, including storage and packaging for resale; and
 - c. Preparing, compounding, processing, and encapsulating, packaging, or re-packaging, labeling or re-labeling of any marijuana or its derivatives, whether alone or mixed with any amount of any other substance or product.
- (2) All other pertinent definitions provided in C.R.S. § 12-43.3-101 et seq., are adopted by this section unless expressly stated otherwise herein.

(Ord. No. 2011-1, §§ A—C, 1-5-2011)

2. Validity. If any part of this ordinance is held to be unconstitutional or invalid for any reason such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The Board of Trustees hereby declares that it would have approved this ordinance and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

3. Repeal. Existing ordinances or parts of ordinances covering the same matters as embraced in this ordinance are hereby repealed and all ordinances or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed, except that this repeal shall not affect or prevent collection of any fees assessed pursuant to the provisions of any ordinance hereby repealed prior to the taking effect of this ordinance.

INTRODUCED, PASSED AND ADOPTED A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF LAKE CITY, COLORADO AND SIGNED THIS _____ DAY OF _____, 2023.

Votes Approving: _____
Votes Opposed: _____
Absent: _____
Abstained: _____

ATTEST:

**BOARD OF TRUSTEES OF THE
TOWN OF LAKE CITY, COLORADO**

Alexander Mulhall
Town Clerk

By: _____
Dave Roberts
Mayor

Colorado Local Government Opioid Participation Forms:

Please review, complete & sign **the five** Participation Forms and either:

- 1) **Upload with this Google Form**
<https://forms.gle/2qVN2xxkVXsg3mvi7>
- 2) **Or send to Opioids@coag.gov**

Participation Forms are due by no later than April 7th, 2023

Attachment A: Teva Settlement Participation Form

Attachment B: Allergan Settlement Participation Form

Attachment C: Walmart Settlement Participation Form

Attachment D: CVS Settlement Participation Form

Attachment E: Walgreens Settlement Participation Form

Please reach out to Opioids@coag.gov if you have any questions or need assistance.

Attachment A: Teva Settlement Participation Form

Exhibit K
Subdivision and Special District Settlement Participation Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Teva Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Teva Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Teva Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Teva Settlement.



8. The Governmental Entity has the right to enforce the Teva Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Teva Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Teva Settlement are intended by Released Entities and the Governmental Entity to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Teva Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Teva Settlement.
11. In connection with the releases provided for in the Teva Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Teva Settlement.

12. Nothing herein is intended to modify in any way the terms of the Teva Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Teva Settlement in any respect, the Teva Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



Attachment B: Allergan Settlement Participation Form

EXHIBIT K
Subdivision and Special District Settlement Participation Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Allergan Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.



7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.
8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.



I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



Attachment C: Walmart Settlement Participation Form

EXHIBIT K

Subdivision Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 (“Walmart Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopiodsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.
7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



Attachment D: CVS Settlement Participation Form

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*CVS Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.
7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.



11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*Walgreens Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.
7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.



11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____





Town of Lake City

P. O. Box 544
230 North Bluff Street
Lake City, Colorado 81235
970 • 944-2333

LETTER OF INTENT TO PARTICIPATE

March 1, 2023

Hinsdale County Board of County Commissioners
Hinsdale County
311 Henson St, P.O. Box 277
Lake City, CO 81235

Re: "Statement of Intent to Participate" as a participating jurisdiction in the Hinsdale County Multi-Jurisdictional Hazard Mitigation Plan (HMP)

Dear Hinsdale County Board of County Commissioners,

In accordance with the Federal Emergency Management Agency's (FEMA) Local Hazard Mitigation Plan (HMP) requirements, under 44 CFR §201.6, which specifically identify criteria that allow for multi-jurisdictional mitigation plans, the Town of Lake City is submitting this letter of intent to confirm that the Town has agreed to participate in the Hinsdale County Multi-Jurisdictional Hazard Mitigation Planning effort.

Further, as a condition to participating in the mitigation planning, the Town of Lake City agrees to meet the requirements for mitigation plans identified in 44 CFR §201.6 and to provide such cooperation as is necessary and in a timely manner to Hinsdale County to complete the plan in conformance with FEMA requirements.

The Town of Lake City understands that it must engage in the following planning process, as more fully described in FEMA's *Local Mitigation Planning Handbook* dated April 2023 including, but not limited to:

- Identification of hazards unique to the jurisdiction;
- The conduct of a vulnerability analysis and an identification of risks, where they differ from the general planning area;
- The formulation of mitigation goals responsive to public input and development of mitigation actions complementary to those goals. A range of actions must be identified specific for each jurisdiction;
- Demonstration that there has been proactively offered an opportunity for participation in the planning process by all community stakeholders (examples of participation include relevant involvement in any planning process, attending meetings, contributing research, data, or other information, commenting on drafts of the plan, etc.);
- Documentation of an effective process to maintain and implement the plan;
- Formal adoption of the Multi-Jurisdictional Hazard Mitigation Plan by the jurisdiction's governing body (each jurisdiction must officially adopt the plan).

Therefore, with a full understanding of the obligations incurred by an agreement between the Lead Jurisdiction and the Participating Jurisdiction, I, Mayor Dave Roberts, commit the Town of Lake City to the Hinsdale County Multi-Jurisdictional Hazard Mitigation Planning effort.

Executed this 1st day of March, 2023

Dave Roberts
Mayor



Town of Lake City

P. O. Box 544
230 North Bluff Street
Lake City, Colorado 81235
970 • 944-2333

March 1, 2023

RE: Letter of support for the CTO Tourism Management Grant

To Whom It May Concern,

On behalf of the Board of Trustees of the Town of Lake City, I am excited to have this opportunity to express our support for the Hinsdale County/Lake City Marketing Committee's application for the CTO Tourism Management Grant to create a Strategic Vision for Tourism & Marketing and to increase collaboration between our various tourism organizations.

The Town of Lake City and Hinsdale County function on a tourist-based economy. Encompassing more than 1,000 square miles of beauty and recreation opportunities, Hinsdale County is a remote destination located in the San Juan Mountains and home to Colorado's second-largest natural lake.

Climbers, fishermen, hunters, 4-wheel enthusiasts, hikers, bikers, horseback riders, birdwatchers, and history buffs continue to enjoy visiting Hinsdale County. Lake City has seen an increase in tourism as well as its increased impacts. Addressing these impacts with a plan will help us navigate the future of marketing and tourism with data and direction. As we work to sustainably increase off-peak season tourism in the winter, a plan will be essential to continue to fund this effort.

The Town of Lake City is pleased to support this grant request as a Hinsdale County/Lake City Marketing Committee partner. Thank you for your consideration.

Sincerely,

Dave Roberts
Mayor



Town of Lake City

P. O. Box 544
230 North Bluff Street
Lake City, Colorado 81235
970 • 944-2333

March 1, 2023

CREATE Grant Review Team
Colorado Rural Health Center
3033 S Parker Rd #606
Aurora, CO 80014

To Whom It May Concern:

Please accept this letter of support from the Town of Lake City for Hinsdale County EMS (HCEMS) in their application for funding to send 4 of our community volunteer EMTs to the 2023 Colorado EMS Educators' Symposium. This conference is a 2.5 day offering with an agenda filled with state and nationally recognized experts in EMS education, and access to this kind of quality opportunity is difficult to come by in Hinsdale's remote location.

Our local EMS crew is comprised of providers who are relatively young in their EMS careers without a great deal of formal teaching experience. As they begin to build the foundations of a local education program, the information and resources available through the Educators' Symposium are invaluable in enabling these future instructors to effectively mold additional members of our community into teammates.

HCEMS is a 24/7 year-round EMS service run by a small handful of dedicated volunteers. It is important that their recruitment growth matches our county's growing needs, and we strongly support their focus on enabling our local EMT volunteers to teach new team members. Our county will be depending on those trained through the future local EMT certification course and we thank you for your consideration in allocating funds to support our community.

Sincerely,

Dave Roberts
Mayor

**TOWN OF LAKE CITY, COLORADO
ORDINANCE NO. 2023-03**

AN ORDINANCE OF THE BOARD OF TRUSTEES FOR THE TOWN OF LAKE CITY, COLORADO, APPROVING A LOAN FROM THE COLORADO WATER RESOURCES AND POWER DEVELOPMENT AUTHORITY (“CWRPDA”) IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$3,016,500; AUTHORIZING THE FORMS AND EXECUTION OF THE LOAN AGREEMENT AND GOVERNMENTAL AGENCY BOND TO EVIDENCE SUCH LOAN; AUTHORIZING THE CONSTRUCTION OF A PROJECT; PRESCRIBING OTHER DETAILS IN CONNECTION THEREWITH.

WHEREAS, the Town of Lake City, Colorado (the “Town”), is a political subdivision of the State of Colorado (the “State”), duly organized and existing as a statutory city under the laws of the State; and

WHEREAS, the members of the Board of Trustees of the Town (the “Board”) have been duly elected and qualified; and

WHEREAS, the Town has acted pursuant to Article X, Section 20 of the Colorado Constitution (TABOR), Title 37, Article 45.1, Colorado Revised Statutes (the “Enterprise Act”) and Ordinance No. 2015-03 (the “Enterprise Ordinance”), duly enacted by the Board, to create a the “Town of Lake City Water and Sewer Enterprise” (the “Enterprise”) to operate the municipal water and sewer systems serving the inhabitants of the Town (the “System”); and

WHEREAS, the Enterprise presently qualifies as an “enterprise” for purposes of TABOR; and

WHEREAS, the Board, acting by and through the Enterprise, has heretofore determined the need to improve the existing wastewater treatment facility, including capacity expansion and various upgrades and treatment process improvements (as further described and defined in the Loan Agreement (defined herein), the “Project”); and

WHEREAS, the Town has made application to the Colorado Water Resources and Power Development Authority (the “CWRPDA”), a body corporate and political subdivision of the State of Colorado, for a loan to finance all or a portion of the cost of the Project; and

WHEREAS, the Board has determined that in order to finance all or a portion of the cost of the Project, it is necessary and advisable and in the best interests of the Town (i) to enter into a loan agreement with CWRPDA (the “Loan Agreement”), pursuant to which CWRPDA shall loan the Town an amount of not to exceed \$3,016,500 at 2.00% interest (the “Loan”) for such purposes, and (ii) to issue a governmental agency bond (the “Bond”) to CWRPDA evidencing the Town’s obligations under the Loan Agreement; and

WHEREAS, TABOR requires an election to incur any multiple fiscal year obligation unless such obligation is incurred for an enterprise; and

WHEREAS, under TABOR, the Enterprise is a government owned business authorized to issue its own revenue Bond and receiving under 10% of annual revenue in grants from all Colorado state and local governments combined; and

WHEREAS, in 2022, the Enterprise received grants from all Colorado state and local governments combined which were less than 10% of the annual revenue of the System; and

WHEREAS, there have been presented to the Board the forms of the Loan Agreement and the Bond (collectively, the “Financing Documents”); and

WHEREAS, the Financing Documents shall constitute revenue obligations of the Town, payable from the Net Revenues of the System (as defined in the Loan Agreement); and

WHEREAS, the Town has pledged the Net Revenue derived or to be derived from the operation of the System to payment of the bond issued under a Loan Agreement dated July 10, 2015, between the Town and the CWRPDA (the “2015 Loan Agreement”) in the amount of \$500,000 (the “2015 Loan”) and to payment of the bond issued under a Loan Agreement dated March 19, 2019, between the Town and the CWRPDA (the “2019 Loan Agreement” and together with the 2015 Loan Agreement, the “Prior Loan Agreements”) in the amount of \$900,000 (the “2019 Loan” and together with the 2015 Loan, the “Prior Loans”); and

WHEREAS, the Town is not in default in making any payments required by the Prior Loan Agreements; and

WHEREAS, the requirements of the Prior Loan Agreements required for the issuance of this Bond have been satisfied and the Town may enter into the Loan as a parity obligation with the Prior Loans; and

WHEREAS, pursuant to Title 31, Article 35, Part 4, C.R.S. (the “Sewer and Water Systems Act”) and the Enterprise Act, the Financing Documents may be approved by the Board without an election; and

WHEREAS, the forms of the Financing Documents are on file with the Town Clerk; and

WHEREAS, the Board serves as the governing body of the Enterprise; and

WHEREAS, the Board desires to approve the form of the Financing Documents and other documents referenced therein, authorize the execution of the Loan Agreement, and authorize the execution and delivery of the Bond.

WHEREAS, the Board finds and determines that it would be in the best interests of the Town and its residents to enter into the Loan Agreement.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF LAKE CITY, COLORADO:

Section 1. Recitals Incorporated. The foregoing recitals are made a part of this Ordinance.

Section 2. Determinations. The Board hereby finds and determines that the Enterprise constitutes an enterprise under TABOR.

Section 3. Approvals, Authorizations, and Amendments. The forms of the Financing Documents presented at this meeting are incorporated herein by reference and are hereby approved. The Town shall enter into and perform its obligations under the Financing Documents in the forms of such documents, with such changes as are not inconsistent herewith and as are hereafter approved by the Mayor of the Town (the “Mayor”) or the Town Manger. The Mayor, the Town Manager and Town Clerk are hereby authorized and directed to execute the Financing Documents and to affix the seal of the Town thereto, and further to execute and authenticate such other documents or certificates as are deemed necessary or desirable in connection therewith. The Financing Documents shall be executed in substantially the forms approved at this meeting.

The execution of any instrument or certificate or other document in connection with the matters referred to herein by the Mayor, the Town Manager, and Town Clerk or by other appropriate officers of the Town, shall be conclusive evidence of the approval by the Town of such instrument.

Section 4. Election to Apply the Supplemental Act. Section 11-57-204 of the Supplemental Public Securities Act, constituting Title 11, Article 57, Part 2, C.R.S. (the “Supplemental Act”) provides that a public entity, including the Town, may elect in an act of issuance to apply all or any of the provisions of the Supplemental Act. The Town hereby elects to apply all of the provisions of the Supplemental Act to the Financing Documents.

Section 5. Delegation.

(a) Pursuant to Section 11-57-205 of the Supplemental Act, the Town hereby delegates to the Mayor or the Town Manager the independent authority to make the following determinations relating to and contained in the Loan Agreement and the Bond, subject to the restrictions contained in paragraph (b) of this Section 5:

- i. The interest rate on the Loan;
- ii. The principal amount of the Loan;
- iii. The amount of principal of the Loan maturing in any given year and the final maturity of the Loan;
- iv. The dates on which the principal of and interest on the Loan are paid; and
- v. The existence and amount of reserve funds for the Loan, if any.

(b) The delegation in paragraph (a) of this Section 5 shall be subject to the following parameters and restrictions:

- i. The interest rate on the Loan shall not exceed 2.00%;

- ii. The principal amount of the Loan shall not exceed \$3,016,500; and
- iii. The final maturity of the Loan shall not be later December 31, 20[55].

Section 6. Conclusive Recital. Pursuant to Section 11-57-210 of the Supplemental Act, the Loan and the Loan Agreement shall contain recitals that the Loan is issued pursuant to certain provisions of the Supplemental Act. Such recital shall be conclusive evidence of the validity and the regularity of the issuance of the Loan after its delivery for value.

Section 7. Ratification and Approval of Prior Actions. All actions heretofore taken by the officers of the Town and members of the Board, not inconsistent with the provisions of this Ordinance, relating to the Financing Documents, or actions to be taken in respect thereof, are hereby ratified, approved, and confirmed.

Section 8. Pledge of Revenues. The creation, perfection, enforcement, and priority of the pledge of revenues to secure or pay the Loan and the Loan Agreement provided herein shall be governed by Section 11-57-208 of the Supplemental Act and this Ordinance. The amounts pledged to the payment of the Loan and the Loan Agreement shall immediately be subject to the lien of such pledge without any physical delivery, filing, or further act. The lien of such pledge shall have the priority described in the Loan Agreement. The lien of such pledge shall be valid, binding, and enforceable as against all persons having claims of any kind in tort, contract, or otherwise against the Town irrespective of whether such persons have notice of such liens.

Section 9. Limitation of Actions. Pursuant to Section 11-57-212 of the Supplemental Act, no legal or equitable action brought with respect to any legislative acts or proceedings in connection with the Financing Documents shall be commenced more than thirty days after the issuance of the Loan.

Section 10. Limited Obligation; Special Obligation. The Loan Agreement and Loan are payable solely from the Pledged Property (as defined in the Loan Agreement), and the Loan Agreement and Loan do not constitute a debt within the meaning of any constitutional or statutory limitation or provision.

No elected or appointed officers or agents of the Town shall be subject to any pecuniary liability in connection with any agreement, covenant, or undertaking by the Town, or by them, contained in any document executed in connection with the authorization, execution, and delivery of the Financing Documents or this Ordinance or with respect to any action taken or omitted to be taken in good faith with reference thereto.

Section 11. Disposition and Investment of Loan Proceeds. The proceeds of the Loan shall be applied to pay the costs and expenses of acquiring, constructing and equipping the Project, including costs related thereto and, to the extent permitted under federal tax laws, reimbursement to the Town for capital expenditures heretofore incurred and paid from Town funds in anticipation of the incurrence of long-term financing therefor, and all other costs and expenses incident thereto, including without limitation the costs of obtaining the Loan. Neither CWRPDA nor any subsequent owner(s) of the Loan Agreement shall be responsible for the

application or disposal by the Town or any of its officers of the funds derived from the Loan. In the event that all of the proceeds of the Loan are not required to pay such costs and expenses, any remaining amount shall be used for the purpose of paying the principal amount of the Loan and the interest thereon, as applicable.

Section 12. Town Representative. Pursuant to Exhibit B of the Loan Agreement, the Mayor and the Town Manager are hereby designated as the Authorized Officers (as defined in the Loan Agreement) for the purpose of performing any act or executing any document relating to the Loan, the Town, or the Financing Documents. A copy of this Ordinance shall be furnished to CWRPDA as evidence of such designation.

Section 13. Estimated Life of Improvements. It is hereby determined that the estimated life of the Project to be financed with the proceeds of the Loan is not less than the final maturity of the Loan.

Section 14. Direction to Take Authorizing Action. The appropriate officers of the Town and members of the Board are hereby authorized and directed to take all other actions necessary or appropriate to effectuate the provisions of this Ordinance, including but not limited to such certificates and affidavits as may reasonably be required by CWRPDA.

Section 15. Ratification and Approval of Prior Actions. All actions heretofore taken by the officers of the Town and members of the Board, not inconsistent with the provisions of this Ordinance, relating to the Financing Documents, or actions to be taken in respect thereof, are hereby ratified, approved, and confirmed.

Section 16. Severability. If any section, paragraph, clause, or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance, the intent being that the same are severable.

Section 17. Repealer. All orders, resolutions, bylaws, ordinances or regulations of the Town, or parts thereof, inconsistent with this Ordinance are hereby repealed to the extent only of such inconsistency.

Section 18. Ordinance Irrepealable. After the Loan is issued, this Ordinance shall constitute an irrevocable contract between the Town and CWRPDA, and shall be and remain irrepealable until the Loan and the interest thereon, as applicable, shall have been fully paid, satisfied, and discharged. No provisions of any constitution, statute, charter, ordinance, resolution or other measure enacted after the issuance of the Loan shall in any manner be construed as impairing the obligations of the Town to keep and perform the covenants contained in this Ordinance.

Section 19. Recordation. A true copy of this Ordinance, as adopted by the Board, shall be numbered and recorded on the official records of the Town and its adoption and publication shall be authenticated by the signatures of the Mayor and the Town Clerk, and by a certification of publication.

Section 20. Publication and Effective Date. This Ordinance after its passage on first and final reading shall be numbered, recorded, published and posted and the adoption, posting, and publication shall be authenticated by the signature of the Mayor and the Town Clerk. This Ordinance shall become effective thirty (30) days after publication

[Remainder of page left blank intentionally]

**INTRODUCED, READ BY TITLE, PASSED, AND ORDERED PUBLISHED
THIS _____ DAY OF _____, 2023.**

TOWN OF LAKE CITY, COLORADO

(SEAL)

BY: _____
Mayor

ATTEST:

Town Clerk

STATE OF COLORADO)
)
 COUNTY OF HINSDALE) SS.
)
 TOWN OF LAKE CITY)

I, Alexander Mulhall, the duly appointed, qualified and acting Town Clerk of the Town of Lake City, Colorado (the “Town”) do hereby certify:

1. That the foregoing pages are a true, correct, and complete copy of an ordinance adopted by the Board of Trustees of the Town (the “Board”) of the Town at a regular meeting of the Board held at the Town Hall on _____, by an affirmative vote of a majority of the members of the Board as follows:

Name	“Yes”	“No”	Absent	Abstain
Dave Roberts, Mayor				
Diane Bruce, Trustee				
Jesse Kendall, Trustee				
Jeff Heaton, Trustee				
Henry Woods, Trustee				
Trip Horn, Trustee				
Doug Hamel, Trustee				

2. That notice of the regular meeting on _____, in the form attached hereto as **Exhibit A**, was posted in a designated public place within the boundaries of the Town no less than twenty-four hours prior to the meeting as required by law.

3. That the ordinance was published in _____, a newspaper of general circulation in the Town, after its adoption, in accordance with the laws of the State. The affidavit of publication is attached hereto as **Exhibit B**.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of
said Town this ____ day of _____, 2023.

Town Clerk

(SEAL)

EXHIBIT A

(Attach Meeting Notice)

EXHIBIT B

(Attach Affidavit of Publication)