



## **Board of Trustees Meeting- Second November Meeting**

Town of Lake City

Nov 16, 2022 at 6:00 PM MST to Nov 16, 2022 at 8:30 PM MST

230 N Bluff St

### **Agenda**

#### **I. Regular Workshop**

**6:00 PM**

- A. 3rd Street Project Update**
- B. Discussion about potential annexation of Memorial Park**
- C. Discussion on MTC Ordinance**
- D. Discussion on 340 S. Henson St Water and Sewer Variance**
- E. Discussion on Vance Loan Forgiveness Agreement**

#### **II. Regular Meeting**

**7:00 PM**

- A. Call to Order**
- B. Roll Call**
- C. Minutes**
- D. Bills Payable**
- E. Committee Reports**
  - 1. Lake San Cristobal Water Activity Enterprise**
  - 2. Historic Preservation Commission**
  - 3. Chamber of Commerce**
  - 4. Marketing Committee**
  - 5. DIRT**
  - 6. High Alpine Region Team**
  - 7. Region 10**
  - 8. Planning and Zoning**
  - 9. Town Manager Report**
  - 10. Mayor/Trustee Reports**
- F. Correspondence Recieved**
- G. Citizen Communications**
- H. Additions to the Agenda**
- I. Action Items**
  - 1. Discussion and Possible Action to Approve Fence Ordinance**
  - 2. Discussion and Possible Action to Approve Food Truck Ordinance**

- 3. Discussion and Possible Action to post Advertisement on CML, Government Resource, and Silver World for Town Manager Position**
- 4. Discussion and Possible Action to post advertisement for Public Comment on 2023 Budget for December 7th**
- 5. Discussion and possible action to approve Rental Lease agreement for Lex Mulhall for 621 Water St.**
- 6. Discussion and possible action to approve 418 Bluff St Conditional Use Permit for Miniature Goats**



## **Board of Trustees Meeting- Second November Meeting**

Town of Lake City

230 N Bluff St

Nov 16, 2022 6:00 PM - 8:30 PM MST

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ARTICLE II. - MODEL TRAFFIC CODE

Sec. 20-23. - Adopted.

Pursuant to C.R.S. §§ 31-16-202 and 42-4-110, there is hereby adopted by reference the 2010 edition of the Model Traffic Code for Colorado, promulgated and published by the Colorado Department of Transportation. The subject matter of the Model Traffic Code relates primarily to comprehensive traffic control regulations for the Town. The purpose of this Ordinance and the Code adopted herein is to provide a system of traffic regulations consistent with state law and generally conforming to similar regulations throughout the state and the nation. Three copies of the Model Traffic Code adopted herein are now filed in the office of the Town Clerk of the Town of Lake City, Colorado, and may be inspected during regular business hours.

(Ord. No. 2017-05, § 1, 8-2-2017)

Sec. 20-24. - Deletions.

The 2010 edition of the Model Traffic Code is adopted as if set forth verbatim without any deletions.

(Ord. No. 2017-05, § 2, 8-2-2017)

Sec. 20-25. - Additions or modifications.

The following modifications are hereby made as additions to the 2010 edition of the Model Traffic Code:

PART 2 - EQUIPMENT

*241. Off-Highway Vehicles.*

The operation of off-highway vehicles is allowed within the Town of Lake City in accordance with Ordinance 2016-02 (section 20-76 of the Code of Ordinances), and subject to the safety equipment and operational requirements set forth in Ordinance 2017-02 (section 20-76 of the Code of Ordinances).

PART 12 - PARKING

*1202. Parking or abandonment of vehicles.*

- (3) No person shall abandon any vehicle within the town and no person shall leave any vehicle at any place within the Town for such time and under such circumstances as to cause such vehicle reasonably to appear to have been abandoned.
- (4) No person shall leave any partially dismantled, non-operating, wrecked, or junked

vehicle on any street, highway, or easement within the town.

- (5) From November 1 of each year through March 30 of the following year, no person shall park any vehicle upon any public street, road, alley or way within the town in such a manner as to restrict snow removal by town authorities. Such restriction shall apply only when and where there is an accumulation of snow in excess of four inches.
- (6) Any vehicle parked, left, or abandoned in violation of this section shall be deemed a nuisance subject to abatement and may be removed by the town to a secure location within Hinsdale County, Colorado, if the owner fails to remove the same within three days after written notice of the violation has been given. The town shall make reasonable efforts to identify the true owner of the vehicle through records of the Motor Vehicle Division of the Colorado Department of Revenue and shall use reasonable means to contact that owner before initiating any vehicle removal action. The owner of an impounded vehicle shall be entitled to reclaim the same upon payment of all impound charges including towing and storage charges incurred by the town. In the event of a snow or weather emergency in which immediate removal of a vehicle is necessary to facilitate snow removal or the repair of any public street, road, or way, the town may impound the vehicle without prior notice. In the event that the town is not able to identify or locate the owner of the offending vehicle after the exercise of reasonable diligence, notice of the impound may be given by one publication in a newspaper of general circulation within the Town of Lake City, together with mailing to the last known address of the owner if available. Such notice shall be complete upon the mailing of such notice or the date of publication, whichever occurs last. A vehicle not claimed by its owner within 30 days of notice of impoundment may be disposed of by the town by sale or otherwise. These remedial provisions are in addition to penal remedies otherwise provided in this Code.

(Ord. No. 2017-05, § 3, 8-2-2017)

#### Sec. 20-26. - Penalties.

The following maximum penalty provisions shall apply to this article, but shall not otherwise affect the authority of the municipal court judge to adopt fine schedules under part 17 of the Model Traffic Code:

- (1) It is unlawful for any person to violate any of the provisions adopted in this article.
- (2) Every person convicted of a violation of any provision adopted in this article shall be punished in accordance with section 1-14.
- (3) The provisions of C.R.S. § 42-2-127 shall apply, under which penalty points assessed for any traffic violations shall be reduced for early payment of the associated fine to the town.

(Ord. No. 2017-05, § 4, 8-2-2017)

Sec. 20-27. - Application.

This article shall apply to every street, alley, sidewalk area, driveway, park, and to every other public way or public place or public parking area, either within or outside the corporate limits of the town, the use of which the town has jurisdiction and authority to regulate. The provisions of sections 1401, 1402, and 1413, of the Model Traffic Code, respectively, concerning reckless driving, careless driving, and eluding a police officer, shall apply not only to public places and ways but also throughout all other areas of the town.

(Ord. No. 2017-05, § 5, 8-2-2017)

Sec. 20-28. - Enforcement by law enforcement officers.

Unless and until a local police department is established in the town by the town's board of trustees, any duly elected or appointed sheriff, deputy sheriff and/or other law enforcement officers of the county and any officers of the Colorado State Patrol shall have authority to act on behalf of the town to enforce the Model Traffic Code in the town by summons and complaint to the municipal court or other court with proper jurisdiction in the premises.

(Ord. No. 2017-05, § 6, 8-2-2017)

Secs. 20-29—20-50. - Reserved.

November 5, 2022

Town of Lake City  
P.O. Box 544  
Lake City, Colorado 81235

Re: Proposed Water and Sewer Variance  
340 South Henson St.  
Lake City, Colorado 81235

Dear Town of Lake City:

On September 22, 2022, TFP L.L.C. purchased lots 10, 11, 12, 13, and 14 of Block 4 and a portion of land adjacent to said lots in Wade's Addition known altogether as 340 S. Henson St, Lake City, CO 81235. TFP L.L.C. is an entity owned by Cecil (Skip) and Kay Tangner. The property consists of a main house and a small out building very close to the main house. The small building was built by the previous owner, Shelley McGehee, to house her large pipe organ. The structure has electricity but no sewer or water. We would like to add the necessary utilities to convert the previous organ room to a small full time rental for a Lake City resident.

The above lots that we purchased mainly consists of lowland on the side of the river opposite the main house or land under the river that can not be built on. The lot with the two structures is full and cannot be subdivided so the small building cannot be sold separately.

We are requesting the town of Lake City to consider allowing us a variance from the requirement of installation of separate water and sewer service to the tiny structure since it is so close to the main house and can never be sold as a separate structure.

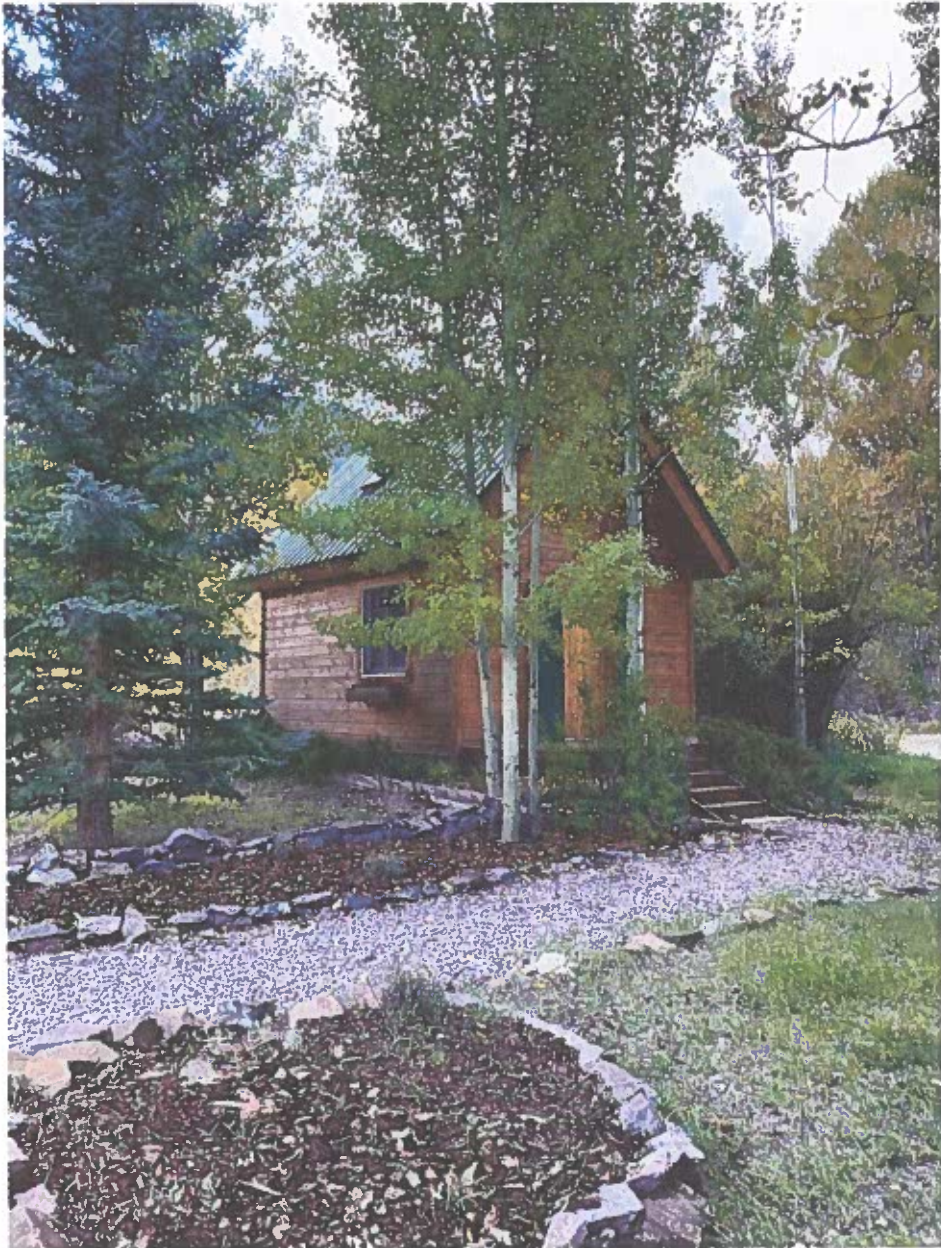
Thanks for considering our request. You can contact me for any reason at 405 650-4495 or my email address, [skiptangner@gmail.com](mailto:skiptangner@gmail.com) We are hoping we can improve the small house located on this beautiful lot to make it available to a local resident in need of affordable housing.

Sincerely yours,



TFP L.L.C.  
By: Skip Tangner  
3101 via Esperanza  
Edmond, OK 73013









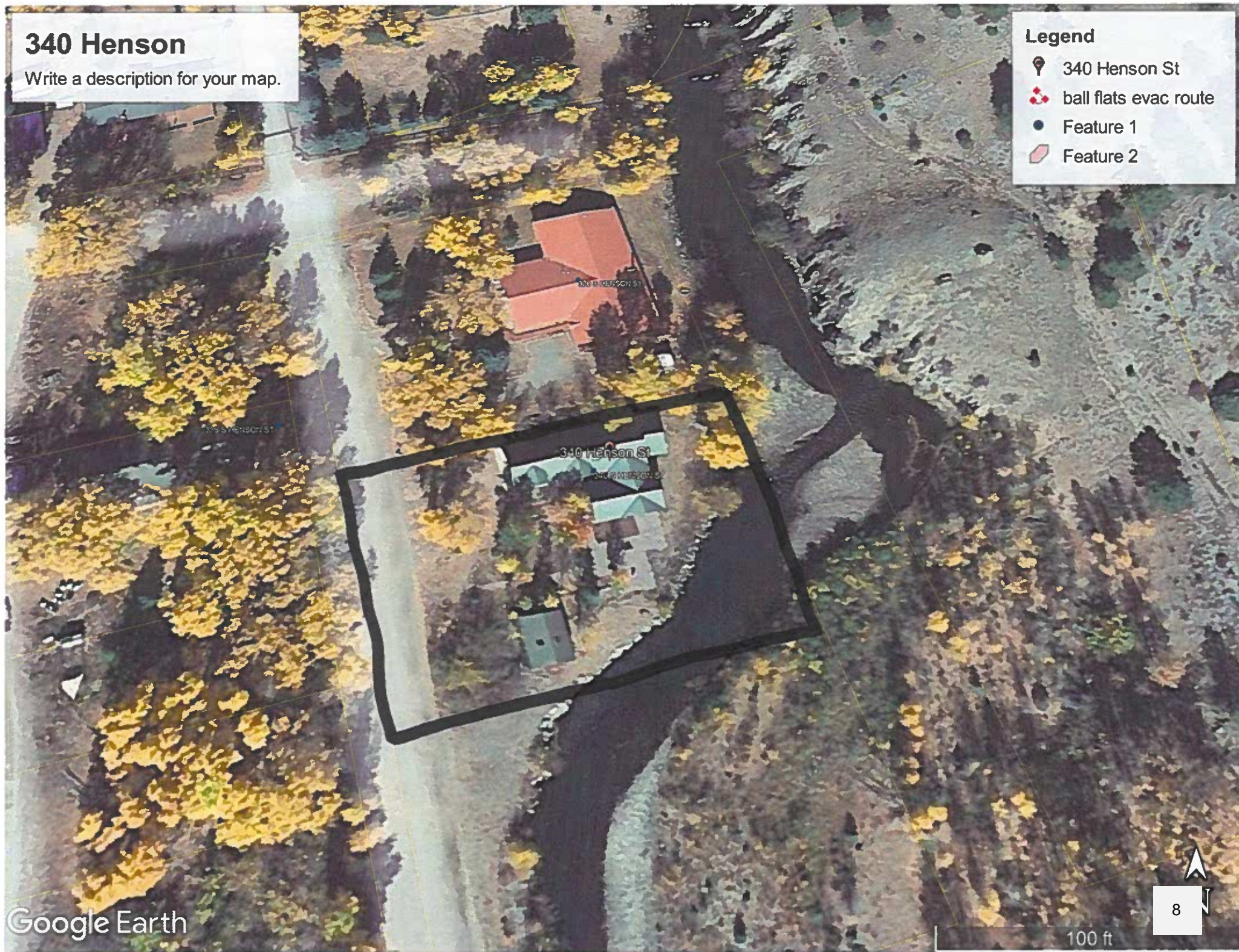


# 340 Henson

Write a description for your map.

## Legend

-  340 Henson St
-  ball flats evac route
-  Feature 1
-  Feature 2





## **AGREEMENT**

**THIS AGREEMENT** is made and entered into this \_\_\_ day of November, 2022, by and between the **TOWN OF LAKE CITY, COLORADO** (hereinafter the "Town"), whose address is 230 N. Bluff Street, Lake City, Colorado 81235, and **Vance Lipsey**, (hereinafter "Lipsey"), whose mailing address is 825 N. Gunnison Avenue, Unit 3, Lake City, Colorado 81235 (collectively "the Parties").

### **RECITALS**

**WHEREAS**, on December 15, 2021, Lipsey and the Town entered into an employment agreement (the "Agreement") for Lipsey to be employed as the Town Manager; and

**WHEREAS**, the Agreement is attached hereto and incorporated herein as **Exhibit A**; and

**WHEREAS**, Section 11(C)(2) of the Agreement provided the Town would provide Lipsey additional compensation in the form of a down payment assistance loan (the "Loan") in the amount of fifteen thousand (\$15,000.00) dollars; and

**WHEREAS**, pursuant to the Agreement, the Loan was expressly subject to repayment if Lipsey's employment with the Town was terminated by either Party prior to April 1, 2025; and

**WHEREAS**, Lipsey submitted, and the Town accepted, a letter of resignation to be effective December 24, 2022, in advance of the Loan forgiveness date of April 1, 2025; and

**WHEREAS**, the Town is willing to release and forgive repayment in the amount of ten thousand dollars (\$10,000.00) of the fifteen thousand dollar (\$15,000.00) Loan and require repayment of only the remaining five thousand dollars (\$5,000.00) subject to the terms of this agreement.

**NOW THEREFORE, IN MUTUAL CONSIDERATION OF THE RIGHTS AND OBLIGATIONS PROVIDED FOR HEREIN, WHICH THE PARTIES ACKNOWLEDGE IS GOOD AND VALUABLE CONSIDERATION:**

1. Vance Lipsey shall pay to the Town of Lake City, at 230 N. Bluff Street, Lake City, Colorado 81235, a total of five thousand dollars (\$5,000.00) in monthly payments of not less than \$138.89, (the "Monthly Payment") commencing April 30, 2023 until paid in full on or before April 30, 2026, the Final Payment Date.

2. The Monthly Payment shall be received by the Town no later than the 30<sup>th</sup> of each month, except the payment in February which shall be received on or before the 28<sup>th</sup> of the month. Any monthly payment that is not received by the Town on or before the Monthly Payment due date shall be subject to an additional late payment charge of \$50.00.
3. There shall be no penalty for prepayment of any amount of the Loan.
4. The willingness of the Town to forgive \$10,000 of the \$15,000 owed by Lipsey is expressly conditioned upon and subject to Lipsey's payment of the full \$5,000 and any late payment charges in full, with all such payments to be received by the Town on or before the Final Payment Date. If Lipsey fails to make all such payments in full on or before the Final Payment, then the \$10,000 the Town is otherwise willing to forgive shall be immediately due and payable in full.
5. This Agreement shall not be assigned by either party without the written consent of the other party.
6. This Agreement contains all agreements, understandings, and arrangements between the parties, and no other such agreements, understandings, and arrangements exist.
7. The parties recognize and acknowledge that the Town is a Colorado municipality and is entitled to the protections of the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., Colorado Revised Statutes, ("the Act"). By entering into this Agreement the Town does not waive, and does not intend to waive any of the protections to which it is entitled under the Act.
8. Each Party has been given the opportunity to, and has consulted their attorney, to the extent they desire to do so.
9. This Agreement may be amended only by the mutual written agreement of the parties.
10. In the event of litigation over this agreement and the payment obligations provided for herein, such litigation shall be governed by Colorado law, shall take place in the District Court in and for Hinsdale County, and the prevailing party shall be entitled to recover all reasonable attorneys' fees and costs.

**IN WITNESS THEREOF**, this Agreement is executed by the Town, acting by and through the undersigned, and by Vance Lipsey, each of whom represents that he or she is properly authorized to bind the parties hereto.

**ATTEST:**

**TOWN OF LAKE CITY, COLORADO**

\_\_\_\_\_  
Alexander Mulhall  
Town Clerk

\_\_\_\_\_  
Dave Roberts  
Mayor

**VANCE LIPSEY:**

\_\_\_\_\_  
Vance Lipsey

DRAFT

## Minutes

Meeting Name: Regular BOT Meeting

Meeting Start Time: 7:18 PM MDT

Meeting Start Date: 11/2/2022

Meeting End Time: 7:59 PM MDT

Meeting End Date: 11/2/2022

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

### Agenda:

#### I. Public Hearing – Start Time 5:30pm

##### A. Discussion about Food Truck Ordinance

Public Hearing – End Time 6:10pm

#### II. Executive Session – Start Time 6:15pm

A. Executive Session Pursuant to CRS 24-6-402(4)(f) During Which Negotiations for Employment Contracts, other than Negotiations for an Individual Employee's Contract, are Discussed.

B. Roll Call: Present: Mayor Roberts, Trustees Bruce, Hamel, Heaton, Horn, Kendall, and Woods.

C. Motion to Enter into Executive Session Made by Trustee Kendall, seconded by Trustee Horn. Motion passed with all present voting yes in a roll call vote except Trustee Woods who voted no.

D. Motion to Exit Executive Session Made by Trustee Bruce, seconded by Trustee Hamel. Motion passed with all present voting yes in a roll call vote.

Executive Session – End Time 6:41pm

#### III. Regular Workshop – Start Time 6:46pm

A. 3<sup>rd</sup> Street Project Update

B. Discussion about Food Truck Ordinance

C. Discussion about RFP for Auditors

D. Discussion about Fence Ordinance

Workshop – End Time 7:18 pm

IV. Regular Meeting – Start Time 7:18pm

- A. Call to Order
- B. Roll Call: Present: Mayor Roberts, Trustees Bruce, Hamel, Heaton, Horn, Kendall, and Woods.
- C. Approval of Minutes – October 19, 2022: Motion made by Trustee Bruce, seconded by Trustee Hamel. Motion passed with all present voting yes in a roll call vote.
- D. Approval of Bills Payable totaling \$521,966.60. Motion made by Trustee Bruce, seconded by Trustee Hamel. Motion passed with all present voting yes in a roll call vote. Trustee Hamel abstained from voting for Blue Spruce Building Materials.
- E. Employee Reports:
  - 1. Recreation Director (Hake)
  - 2. Public Works Director (Johnston)
  - 3. Town Clerk/Treasurer (Mulhall)
  - 4. Town Manager (Lipsey)
  - 5. Building Official (McNeese)
  - 6. Sheriff's Report (Kambish)
  - 7. Mayor
  - 8. Trustees
- F. Correspondence Received:
  - 1. Greg Ochoki email about short term rentals
  - 2. Danielle Worthen email about short term rentals in Lake City Heights
- G. Citizen Communication – NONE
- H. Additions to the Agenda – NONE

V. Action Items

- A. Discussion and Possible Action to Approve or Deny Vance Lipsey's Resignation Letter. Motion made to approve Vance Lipsey's resignation made by Trustee

Hamel, seconded by Trustee Bruce. Motion passed with everyone present voting yes in a roll call vote except Trustee Woods who voted no.

- B. Discussion and Possible Action to Approve or Deny Forgiving Vance Lipsey's Loan of \$15,000. Motion to forgive \$10,000 and have the other \$5000 paid back over 3 years starting April 4<sup>th</sup> 2023 made by Trustee Woods, seconded by Trustee Horn. Motion passed with Trustees Bruce, Hamel, Horn, and Woods voting yes. Mayor Roberts, Trustee Heaton and Trustee Kendall voting no.
- C. Discussion and Possible Action to Approve Letter of Support for the Lake Fork Valley Conservancy's Dark-Sky Initiatives. Motion made by Trustee Bruce, seconded by Trustee Kendall. Motion passed with all present voting yes in a roll call vote.
- D. Discussion and Possible Action to Approve Green & Associates, LLC RFP for Auditor. Motion made by Trustee Hamel, seconded by Trustee Heaton. Motion passed with all present voting yes in a roll call vote.

Adjournment – 7:59 pm.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Town Clerk



Town of Lake City  
Bills Payable  
November 16 2022

Vendor Name	Description	Invoice Amount	GL
1 Alexander Mulhall	Mileage Reimbursement CAMCA/CMJA conference Glenwood springs 344 Miles	\$215.00	GF
2 Ben Hake	Mileage reimbursement LC to Gunnison(55m) to GJ(124M) to LC (165)M = 344 Miles	\$215.00	GF
3 Caselle	Contract Support December 2022	\$1,196.00	GF
4 CenturyLink	Townhall phone and fax line	\$221.25	GF
5 CenturyLink	ski hill phone	\$57.51	GF
6 CenturyLink	wastewater telephone	\$111.61	WS
7 CenturyLink	well houses Telemetry	\$166.63	WS
8 CenturyLink	wwtp internet	\$59.95	WS
9 City of Gunnison	September water lab	\$317.00	WS
10 Colorado Municipal League	2023 Membership dues	\$763.00	GF
11 Country Store, The	PR- Recreation supplies	\$19.60	GF
12 Country Store, The	PR - Recreation supplies	\$7.58	GF
13 Country Store, The	PR - Recreation supplies	\$117.91	GF
14 Country Store, The	WS - Operating supplies	\$11.53	WS
15 DXP Enterprises, Inc.	PR- Pump Kit assembly for ice wall	\$3,229.75	GF
16 Fullmer's Ace Hardware	PR-Duct tape for ice wall	\$58.94	GF
17 Fullmer's Ace Hardware	PR- Ice wall parts	\$263.86	GF
18 Fullmer's Ace Hardware	WS-First Aid Kits	\$101.97	WS
19 Fullmer's Ace Hardware	WS-Ziplock bags	\$27.96	WS
20 Gunnison County Electric	679600 230 Silver	\$43.98	GF
21 Gunnison County Electric	1905200 160 Spring st Restroom	\$117.45	GF
22 Gunnison County Electric	2218400 230 Bluff st	\$366.62	GF
23 Gunnison County Electric	2311100 Lake City Ice Wall - CR20	\$91.65	GF
24 Gunnison County Electric	2361100 North Ice wall	\$35.50	GF
25 Gunnison County Electric	1287001 5th & Henson Xmas lights	\$35.50	GF
26 Gunnison County Electric	664300 Ski lift	\$57.68	GF
27 Gunnison County Electric	18401 #3 Pump in county yard	\$1,146.98	WS
28 Gunnison County Electric	155301 - #2 Pump on henson creek	\$1,560.29	WS
29 Gunnison County Electric	23800 Lake City Substation water tank	\$35.50	WS
30 Gunnison County Electric	551001 Water Tank Hill	\$61.92	WS
31 Gunnison County Electric	155201 Sewer Plant	\$2,768.81	WS
32 Gunnison County Electric	1637000 Sewer Plant MTR house North Hotchkiss st	\$59.10	WS
33 Hinsdale County	Contributions made to marketing committee	\$1,000.00	GF
34 Hinsdale County	3rd st. - Water truck hire to flood street	\$450.00	GF
35 Hinsdale County	PW Dump fees	\$270.50	WS
36 Hinsdale County	PW- Fuel	\$771.22	WS
37 LAKE CITY CHAMBER OF COMMERCE	2023 Membership	\$100.00	GF
38 Monty's Auto Parts	Battery - F&T x 2	\$392.40	WS
39 Professional Document Solutions, Inc	Copier usage town hall	\$65.10	GF
40 Professional Document Solutions, Inc	Copier usage and rental Public Works	\$151.23	WS
41 SGS North America, Inc	WS - Drinking water test	\$190.95	WS
42 Silver World Publishing	Food truck public hearing ads	\$612.00	GF
43 Silver World Publishing	Halloween in lake city	\$272.00	GF
44 Silver World Publishing	Legal notices bills payable	\$308.00	GF
45 Utah's Inc.	Armory & Parks Trash Removal 09/30 to 10/31	\$385.00	GF
46 Verizon	BOT iPads	\$109.14	GF
47 Verizon	Employee cell phones	\$178.02	GF
48 Verizon	PW Tablet internet	\$45.02	WS
49 Wildpeak Creative	Ski Hill and Ice climbs website	\$1,687.50	GF

Total Bills Payable 11/16/2022      \$20,531.11

ATTEST:

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
TOWN CLERK

## **Town Manager Report**

- Continue to work on Affordable Workforce Housing, the initial drawings have been created.
- Continue to Work on the 2023 Budget.
- CDPHE Loan is submitted
- December 6<sup>th</sup> is the hearing for the DOLA Grant
- Working with Dan on the Annexation of Memorial Park
- Security cameras are back up and operational
- Visionary Broadband has met with Lex, Michelle, and Jameson for located and project should be getting ready to start soon.



**TOWN OF LAKE CITY  
BOARD OF TRUSTEES  
ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING SECTION 5-118 TABLE A OF THE LAKE CITY  
TOWN CODE REGARDING FENCE PERMIT REQUIREMENTS**

**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**, the Town codified its ordinances in the Town of Lake City Town Municipal Code (the “Code”); and

**WHEREAS**, the Town previously passed ordinance 10-1994, which required fences under six feet to be permitted through the Town, free of charge, in order to ensure fences were located on the correct property, not in public right of ways, or on neighboring properties; and

**WHEREAS**, the previous ordinance also allowed the Town to enforce fence height restrictions, particularly in the historic preservation district; and

**WHEREAS**, the Ordinance 10-1994 was inadvertently omitted from codification; and

**WHEREAS**, the Board finds it to be in the best interest of the Town and its residents to require fences under six feet within the Town be required to obtain a permit prior to construction.

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

1. Section 5-118 – Table A of the Lake City Municipal Code shall be amended by removing by adding the following language to Table A in numeric order as follows:

	Change
IBC 105.2(2)	All fences shall require permits. The customary application fees shall be charged and collected prior to the issuance of any fence building permit; provided, however that such fees shall be fifty dollars (\$50.00) in the case of any fence of less than six feet in height above ground level.

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.

4. 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 16<sup>TH</sup> DAY OF NOVEMBER, 2022.**

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

**TOWN OF LAKE CITY  
BOARD OF TRUSTEES  
ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING SECTION 16-42 OF THE LAKE CITY TOWN CODE  
AND THE TOWN FEE SCHEDULE REGARDING FOOD TRUCK**

**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**, the Town of Lake City Town Municipal Code (the “Code”) sets forth requirements and procedures regarding mobile vendors including mobile food vendors (“Food Trucks”); and

**WHEREAS**, the Board has been approached by potential Food Truck vendors who desire to sell food from mobile vehicles within the Town; and

**WHEREAS**, the Board held a public hearing and received public comment from citizens, Food Truck vendors, and in Town restaurant owners regarding permitting Food Truck vendors within the Town; and

**WHEREAS**, the Board finds it is in the interest of the Citizens of Lake City as well as the tourism industry of the Town to allow food trucks to stabilize the food needs; and

**WHEREAS**, the Board desires to amend the Town Code regarding mobile vendors to more specifically address Mobile Food Vendors and establish permits and regulations for the same.

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

1. Section 16-42 of the Lake City Municipal Code shall be amended with the removal of ~~strike through~~ language and the addition of **bold underlined** language to read in its entirety as follows:

Sec. 16-42. – Permit required.

It shall be unlawful to sell or offer any goods, services, or things for sale within the town from any "motor vehicle," "trailer," "utility trailer," or "trailer coach," as such terms are defined by state law, without a permit issued by the board of trustees. **Mobile Food Vendors shall only be permitted in accordance with the regulations set forth by the Board of Trustees and maintained by the Town Clerk. Such Mobile Food Vendors regulations may be amended**

**from time-to-time resolution of the Board of Trustees, and in strict compliance with all Colorado Department of Health and Environment policies, rules, and regulations.**

2. The Town Fee Schedule shall be amended with the addition of a Mobile Food Vendor Permit cost of \$250 per year.
3. The Town Fee Schedule shall be further amended with the addition of a Mobile Food Vendor City Property lease cost of \$250 per month or \$1500 for six months.
4. 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.
5. 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 \_\_\_\_\_, 2022.**

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

## Mobile Food Vendor Regulations

1. It shall be unlawful for any person or entity to sell or offer any food item for sale from a motor vehicle, trailer, utility trailer, trailer coach, or similar vehicle without first obtaining a Mobile Food Vendor Permit (hereinafter “MFVP”) pursuant to these Mobile Food Vendor Regulations.
2. Any applicant for a MFVP must provide the Town of Lake City with written notice from the Colorado Department of Health and Environment or the Hinsdale County Health Department of the applicant’s compliance with any and all health standards, regulations, and requirements for operating such mobile food vehicle.
3. The Town shall allow a maximum of two (2) MFVP within the Town limits at any time.
4. MVFP applicants will be selected via a lottery once a complete application is submitted including proof of compliance with all health standard requirements.
5. Mobile Food Vendor shall be operating a minimum of 100 days or the permit will be revoked.
6. MVFP shall be \$250 per year and shall renew annually on January 1.
7. MVFP may only be operated on at the following locations:
  - a. Memorial Park (Dependent on location must have county permit)
  - b. Pumphouse Park
  - c. Ski Hill (Must have County Permit)
  - d. Private Property only in the “CBD” Central Business District described in Section 23-14 of the Town Code, the “BGD” General Business District Section 23-15 of the Town Code and the Tourist District Section 23-13 of the Town Code and with proper owner’s consent and a conditional use permit.
8. MFVP locations owned by the Town. In order to operate a MFVP on property owned by the Town, the MFVP Vendor must enter into a non-exclusive lease of the location with the Town at a cost of two hundred and fifty dollars (\$250) per month or one thousand and fifty dollars (\$1500) for 6 months.
9. In the event a MVFP fails to open or operate their motor vehicle, trailer, utility trailer, trailer coach, or similar vehicle (hereinafter “Vehicle”) for a period of time exceeding 14 days such MFVP holder must remove their Vehicle from the MFVP location. In no event shall storage of a MFVP Vehicle be permitted without reasonable operation of such Vehicle.
10. Mobile Food Vendor must sign a waiver of liability from the Town in case of accidents.



## LEASE AGREEMENT

**THIS LEASE AGREEMENT**, hereinafter called the "Agreement", is made and entered into as of the [REDACTED] day of [REDACTED], 2022, by and, between the **TOWN OF LAKE CITY, COLORADO**, hereinafter "Town", a Colorado statutory municipality and [REDACTED], doing business as [REDACTED], hereinafter "Tenant." The Town and the Tenant are each referred to herein as a "Party" and, collectively, as the "Parties."

### WITNESSETH:

**WHEREAS**, the Town is the owner of certain real Property and improvement thereon located at 621 Water Street, Lake City, Colorado, 81235, (the Property"); and

**WHEREAS**, the Town desires to lease the Property to Tenant; and

**WHEREAS**, the Tenant desires to lease the Property from the Town; and

**NOW THEREFORE**, in consideration of the mutual obligations and other consideration set forth herein, the Parties agree as follows:

### ARTICLE 1 MONTH-TO-MONTH LEASE

1. This Agreement shall be considered a month-to-month lease of the Property. The Tenant shall be allowed to occupy the Property on a month-to-month basis starting on [REDACTED] **START DATE** and ending upon notice of one month (31 days) notice from either Party to the other Party (the "Lease Term"). It is recognized that the minimum termination period of the State of Colorado is time-dependent and the State law should be followed.

2. This Agreement is expressly conditioned upon the current and continued employment of Tenant by Landlord as an employee of the Town of Lake City. In the event Tenant ceases to be employed by the Town of Lake City, the Landlord may, in its sole discretion, modify or terminate this Agreement without notice. Such modification may include immediate eviction of Tenant from the Property.

### ARTICLE 2 TERMS OF RENT

The Tenant shall pay the Landlord, in equal monthly instalments, \$750.00 (the "Rent"). The Rent may be increased up to and including twenty-five percent (25%) of the Tenant's net monthly salary, exclusive of non-monetary benefits such as health insurance. The Rent shall be due on the first day of each month (the "Due Date") and paid under the following instructions:

a. Rent shall be paid by check made payable to The Town of Lake City in person at 230 N. Bluff Street, Lake City, Colorado, 81235.

b. Tenant shall deposit with the Town a \$500.00 refundable damage deposit (the "Damage Deposit") for the faithful performance of the Tenant under the terms and conditions of this Agreement. The Damage Deposit is required by the Tenant upon execution of this Agreement. The Damage Deposit shall be returned to the Tenant, minus any damages excluding normal wear and tear to the Property, no later than thirty days after the termination of the Lease Term. The Damage Deposit shall not be credited towards any Rent unless the Town gives their written consent.

c. If Rent is not paid on the Due Date, there shall be a late fee of \$ every day Rent is late (the "Late Fee"). Rent is considered late when it has not been paid withing days after the Due Date.

**ARTICLE 3  
UTILITIES**

Tenant shall be solely responsible for the timely and complete payment of all utilities for the Property during the Lease Term.

**ARTICLE 4  
MOVE-IN INSPECTION**

Before, at the time of the Tenant accepting possession, or shortly thereafter, the Town and the Tenant agree to inspect the Property and write any present damages or needed repairs on a move-in checklist.

**ARTICLE 5  
PETS**

1. The Tenant may have dogs at the property during the Lease Term.

**ARTICLE 6  
OCCUPANTS OF PROPERTY**

1. This Premises is to be occupied strictly as a residential dwelling with the following individual(s) in addition to the Tenant:

Occupant Names: \_\_\_\_\_

There are no Occupants other than the Tenant: \_\_\_\_\_

2. Each individual Tenant or Occupant is considered jointly and individually liable for all of this Agreement's obligations, including but not limited to Rent.

## **ARTICLE 7 NOTICES**

Any notices to be sent by the Town or the Tenant to each other shall use the following addresses:

Town of Lake City  
230 N. Bluff Street  
P.O. Box 544  
Lake City, Colorado 81235

Tenant  
621 Water Street  
Lake City, Colorado 81235

## **ARTICLE 8 POSSESSION**

Tenant has examined the condition of the Premises and by taking possession acknowledges that they have accepted the Premises in good order and in its current condition except as herein otherwise stated. Failure of the Landlord to deliver possession of the Premises at the start of the Lease Term to the Tenant shall terminate this Agreement at the option of the Tenant. Furthermore, under such failure to deliver possession by the Landlord, and if the Tenant cancels this Agreement, any pre-paid rent, fees, including if the Tenant paid a fee during the application process before the execution of this Agreement shall be returned to the Tenant.

## **ARTICLE 9 MAINTENANCE, REPAIRS, OR ALTERATIONS**

The Tenant shall, at their own expense and at all times, maintain premises in a clean and sanitary manner, and shall surrender the same at termination hereof, in as good condition as received, normal wear and tear excepted. The Tenant may not make any alterations to the leased premises without the consent in writing of the Landlord. The Landlord shall be responsible for repairs to the interior and exterior of the building. If the Premises includes a washer, dryer, freezer, dehumidifier unit and/or air conditioning unit, the Landlord makes no warranty as to the repair or replacement of units if one or all shall fail to operate. The Landlord will place fresh batteries in all battery-operated smoke detectors when the Tenant moves into the premises. After the initial placement of the fresh batteries it is the responsibility of the Tenant to replace batteries when

needed. A monthly "cursory" inspection may be required for all fire extinguishers to make sure they are fully charged.

## **ARTICLE 10 INDEMNIFICATION**

The Landlord shall not be liable for any damage or injury to the Tenant, or any other person, or to any property, occurring on the Premises, or any part thereof, or in common areas thereof, and the Tenant agrees to hold the Landlord harmless from any claims or damages unless caused solely by the Landlord's negligence. It is recommended that renter's insurance be purchased at the Tenant's expense.

## **ARTICLE 11 DEFAULT**

If the Tenant fails to comply with any of the financial or material provisions of this Agreement, or of any present rules and regulations or any that may be hereafter prescribed by the Town, or materially fails to comply with any duties imposed on the Tenant by statute or State laws, within the time period after delivery of written notice by the Town specifying the non-compliance and indicating the intention of the Town to terminate the Agreement by reason thereof, the Town may terminate this Agreement. If the Tenant fails to pay rent when due and the default continues for the time-period specified in the written notice thereafter, the Town may, at their option, declare the entire balance (compiling all months applicable to this Agreement) of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to the Town at law or in equity and may immediately terminate this Agreement.

The Tenant will be in default if: (a) Tenant does not pay rent or other amounts that are owed; (b) Tenant, their guests, or the Occupant(s) violate this Agreement, rules, or fire, safety, health, or criminal laws, regardless of whether arrest or conviction occurs; (c) Tenant abandons the Premises; (d) Tenant gives incorrect or false information in the rental application; (e) Tenant, or any Occupant(s) is arrested, convicted, or given deferred adjudication for a criminal offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute; (f) any illegal drugs or paraphernalia are found in the Premises or on the person of the Tenant, guests, or Occupant(s) while on the Premises and/or; (g) as otherwise allowed by law.

## **ARTICLE 11 MISCELLANEOUS PROVISIONS**

Cumulative Rights. All remedies provided in this Agreement shall be deemed cumulative and additional and not in lieu of, or exclusive of, each other or of any other remedy available to the Town, or Tenant, at law or in equity, and the exercise of any remedy, or the existence herein of other remedies or indemnities shall not prevent the exercise of any other remedy.

Non-Waiver. The failure by either party to exercise any right or rights accruing to it by virtue of the breach of any covenant, condition, or agreement herein by the other party shall not operate as a waiver of the exercise of such right or rights in the event of any subsequent breach by such other party, nor shall such other party be relieved thereby from its obligations under the terms hereof.

Non-liability Of Individuals Other Than Tenant. With the exception of Tenant, no director, officer, agent, or employee of either party hereto shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or of any supplement, modification or amendment to this Agreement because of any breach thereof, or because of its or their execution or attempted execution of the same.

Limitation On Use. Tenant shall not use, or permit the use of the Property, or any part thereof, for any purpose or use other than those authorized by this Agreement. Neither shall Tenant permit nor suffer any disorderly noise or nuisance whatsoever about the Property, or other Town Property.

Governing Law. This Agreement shall be performable and enforceable in the Town of Lake City, Colorado, and shall be construed in accordance with the laws of the State of Colorado.

Benefits. This Agreement is made for the sole and exclusive benefit of the Town and the Tenant and is not made for the benefit of any third party.

Construction. In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

Headings. The titles of the several articles of this Agreement are inserted herein for convenience only, and are not intended and shall not be construed to affect in any manner the terms and provisions hereof, or the interpretation or construction thereof.

Attorney Fees. In the event any legal action or proceeding is brought to collect sums due or to become due hereunder or any portion thereof or to enforce compliance with this Agreement for failure to observe any of the covenants of this Agreement, the losing party agrees to pay to the prevailing party such sums as the Court may judge reasonable attorneys' fees and costs to be allowed in such action or proceeding and in any appeal therefrom.

Entire Agreement. This Agreement, which is the entire agreement between the parties hereto, supersedes all prior agreements, understandings, warranties or promises between the parties hereto, whether written, spoken or implied from the conduct of the parties hereto.

Severability. In the event any covenant, condition or provision of this Agreement is held to be invalid by final judgment of any court of competent jurisdiction, the invalidity of such covenant, condition or provision shall not in any way affect any of the other covenants, conditions or provisions of this Agreement, provided that the invalidity of any such covenant, condition or

provision does not materially prejudice either the Town or Tenant in his or its respective rights and obligations under the valid covenants, conditions or provisions of this Agreement.

Surrender Of Possession. Upon the expiration of this Agreement or its earlier termination as herein provided, Tenant shall remove all of its personal property from the Property and all other Town Property and surrender entire possession of its rights to the Town and its improvements upon the expiration or termination of this Agreement.

Force Majeure. Neither the Town nor the Tenant shall be deemed in violation of this Agreement if prevented from performing any of its obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of energy or materials, acts of God or nature, act of public enemy, acts of superior governmental authority, weather conditions, rights, rebellion, sabotage or any other circumstances that are not within its control.

No Limitation On General Powers. Nothing in this Agreement shall be construed as in any way limiting the general powers of the Town to fully exercise their governmental functions or their obligations under any bond covenants or federal, state or local laws rules or regulations.

No Relationship. Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of employer and employee, principal and agent or a partnership or a joint venture between the parties hereto. the Town shall not be responsible for any debts or obligations whatsoever of Tenant.

Survival. To the extent necessary to carry out all of the terms and provisions hereof, the aid terms, obligations, and rights set forth herein required shall survive and shall not be affected by the expiration or termination of this agreement.

**TOWN OF LAKE CITY, COLORADO**

\_\_\_\_\_  
Dave Roberts, Mayor

\_\_\_\_\_  
DATE

**TENANT**

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
DATE

# TOWN OF LAKE CITY

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

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

Nastashia McMillan 

PO BOX 1056 LAKE CITY, CO 81235

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

418 BLUFF ST, LAKE CITY CO 81235

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

limited - multi family

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.

First Baptist Church

Richard Pittingsrud

Branden Matherne

Cory Cluck

Glynnis Hatten

Norma Grantham

Debra Goodman

~~XXXXXXXXXXXXXXXXXXXX~~



5. Description of miniature animal and land for which the property is to be used pursuant to the requested permit:

Dwarf Nigerian goats would reside on the land / property  
of 418 Bluff St.  
\_\_\_\_\_  
\_\_\_\_\_

**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 \$100.00. 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 Sec. 23-16. 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: 10.6.22 Applicant: 



# Property Record Card

Hinsdale County Assessor

**FIRST BAPTIST CHURCH  
OF LAKE CITY**

P O BOX 519  
LAKE CITY, CO 81235

**Account: R002496**  
Tax Area: TA1 - TAX AREA 1  
Acres: 0.000

**Parcel: 4509-273-41-007**

Situs Address:  
400 BLUFF ST  
LAKE\_CITY, 81235

Economic Area      1 - ECON AREA 1

Neighborhood      10100100 - TOWN OF LAKE CITY

### Value Summary

Value By:	Market	Override
Land (1)	\$93,600	N/A
Land (2)	\$218,400	N/A
Single Family Residential (1)	\$221,720	N/A
Commercial (1)	\$80,000	N/A
Extra Feature (1)	\$7,600	N/A
Extra Feature (2)	\$7,600	N/A
<b>Total</b>	<b>\$628,920</b>	<b>\$628,920</b>

### Legal Description

400 BLUFF ST 418 BLUFF ST LOTS 17-18-19-20-21-22-23-24-25-26  
BLOCK 41 TOWN OF LAKE CITY

### Public Remarks

Entry Date	Model	Remark
05/27/2010		418 BLUFF STREET - PARSONAGE
07/16/2013		EDMONDSON FELLOWSHIP HALL - 400 BLUFF STREET

### Land Occurrence 1

Property Code	9150 - EXEMPT-RELIG PURP-RES-LAND	Land Code	116.1 - TLC-Commercial		
Access Code	1 - YEAR-ROUND	Land Size	9375		
SubArea	UNITS	PRIME	ACTUAL	HEATED	EFFECTIVE
LOTS			3		
Total			3.00		
	Value	Rate	Rate	Rate	Rate
	\$93,600			31,200.00	

### Land Occurrence 2

Property Code	9159 - EXEMPT-RELIG PURP-NON-RES LAND	Land Code	116.1 - TLC-Commercial		
Access Code	1 - YEAR-ROUND	Land Size	21875		
SubArea	UNITS	PRIME	ACTUAL	HEATED	EFFECTIVE
LOTS			7		
Total			7.00		
	Value	Rate	Rate	Rate	Rate
	\$218,400			31,200.00	

### Single Family Residential Occurrence 1

Property Code	9250 - EXEMPT-RELIG PURP-RES-IMPS	Constant	1		
Quality	FAIR 1.75	Res Sf Rate	1		
Roof Cover	1 - PROPANEL-METAL	Style 1 Bldg	ONE & ONE-HALF W/FULL FIN BSMT		
Style 2 Bldg	BSMT GARAGE - FULL	Style Arch	FRAME HOME		
Weatherization	FULL INSULATION	Windows	2 - SINGLE PANE		
SubArea	UNITS	PRIME	ACTUAL	HEATED	EFFECTIVE

# Property Record Card

Hinsdale County Assessor

## Single Family Residential Occurrence 1

CONSTANT UNITS	1				
SQFT - SQUARE FOOT		2293	2293	2293	2293
Total	1.00	2,293.00	2,293.00	2,293.00	2,293.00
	<b>Value</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>
	\$221,720	221,720.00	96.69	96.69	96.69

## Commercial Occurrence 1

Property Code	9259 - EXEMPT-RELIG PURP-NON RES -IMPS	Constant	1		
Use	SPECIAL PURPOSE				
<b>SubArea</b>	<b>UNITS</b>	<b>PRIME</b>	<b>ACTUAL</b>	<b>HEATED</b>	<b>EFFECTIVE</b>
SubArea_COMM_SQFT			2009		
Total			2,009.00		
	<b>Value</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>
	\$80,000		39.82		

## Extra Feature Occurrence 1

Property Code	9250 - EXEMPT-RELIG PURP-RES-IMPS	XFOB Code	1012 - BSMT GARAGE 2 - 501+ SQFT		
Garage Square Foot	1197				
<b>SubArea</b>	<b>UNITS</b>	<b>PRIME</b>	<b>ACTUAL</b>	<b>HEATED</b>	<b>EFFECTIVE</b>
XFOB_UNITS - EXTRA FEATURE UNITS			1		
Total			1.00		
	<b>Value</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>
	\$7,600		7,600.00		

## Extra Feature Occurrence 2

Property Code	9250 - EXEMPT-RELIG PURP-RES-IMPS	XFOB Code	1012 - BSMT GARAGE 2 - 501+ SQFT		
Garage Square Foot	1197				
			Style 2 Bldg	BSMT GARAGE - FULL	
<b>SubArea</b>	<b>UNITS</b>	<b>PRIME</b>	<b>ACTUAL</b>	<b>HEATED</b>	<b>EFFECTIVE</b>
XFOB_UNITS - EXTRA FEATURE UNITS			1		
Total			1.00		
	<b>Value</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>
	\$7,600		7,600.00		

## Abstract Summary

Code	Classification	Actual Value	Taxable Value	Actual Override	Taxable Override
9150	EXEMPT-RELIG PURP-RES-LAND	\$93,600	\$6,510	NA	NA
9159	EXEMPT-RELIG PURP-NON-RES LAND	\$218,400	\$63,340	NA	NA
9250	EXEMPT-RELIG PURP-RES-IMPS	\$236,920	\$16,470	NA	NA
9259	EXEMPT-RELIG PURP-NON RES-IMPS	\$80,000	\$23,200	NA	NA

# Property Record Card

Hinsdale County Assessor

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## Abstract Summary

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Total	\$628,920	\$109,520	NA	NA
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# Property Record Card

Hinsdale County Assessor

**PILTINGSRUD, RICHARD**

PO BOX 808  
LAKE CITY, CO 81235

**Account: R001255**

Tax Area: TA1 - TAX AREA 1  
Acres: 0.000

**Parcel: 4509-273-41-005**

Situs Address:  
407 SILVER ST  
LAKE\_CITY, 81235

Economic Area      I - ECON AREA 1

Neighborhood      10100100 - TOWN OF LAKE CITY

**Value Summary**

Value By:	Market	Override
Land (1)	\$53,750	N/A
Single Family Residential (1)	\$109,950	N/A
<b>Total</b>	<b>\$163,700</b>	<b>\$163,700</b>

**Legal Description**

407 SILVER ST S2 OF LOT 11 AND ALL OF 12-13 BLOCK 41 TOWN OF LAKE CITY

**Public Remarks**

Entry Date	Model	Remark
12/09/2009		LIFE ESTATE FOR JEFFIE SUE LEWIS AND JENNIFER ANN CARTER. NO CHANGE UNITL DEATH OF BOTH GRANTORS.
03/22/2022		REPLACEMENT OF ROTTEN FLOOR JOISTS & SUBFLOOR - ADD 1" DOUGLAS FIR PLANKS AS FLOORING PERMIT ISSUED 6/7/21

**Sale Data**

Doc. #	Sale Date	Deed Type	Validity	Verified	Sale Price	Ratio	Adj. Price	Ratio	Time Adj. Price	Ratio
104607	04/09/2021	WD	UI	Y	\$99,999	163.70	\$99,999	163.70	\$99,999	163.70

**Land Occurrence 1**

Property Code	1112 - SINGLE FAM.RES.-LAND	Land Code	116 - TLC - RES LOTS		
Access Code	1 - YEAR-ROUND	Utilities	0 - N/A		
Zoning	0 - OTHER				
<b>SubArea</b>	<b>UNITS</b>	<b>PRIME</b>	<b>ACTUAL</b>	<b>HEATED</b>	<b>EFFECTIVE</b>
LOTS			2.5		
Total			2.50		
	<b>Value</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>
	\$53,750			21,500.00	

**Single Family Residential Occurrence 1**

Property Code	1212 - SINGLE FAM.RES-IMPROVEMTS	Actual Year Built	1946		
Effective Year Built	1950 - 1950 - EFFECTIVE YEAR	Baths	1		
Bedrooms	2	Condition	0		
Constant	1	Fireplace	0 - NONE		
Fireplace Count	1	Foundation	COMBINATION		
Heating Type	0 - N/A	Quality	LOW 1.75		
Res Sf Rate	1	Roof Cover	0 - N/A		
Roof Structure	0	Rooms	0		
Weatherization	NO INSULATION	Windows	0 - N/A		
<b>SubArea</b>	<b>UNITS</b>	<b>PRIME</b>	<b>ACTUAL</b>	<b>HEATED</b>	<b>EFFECTIVE</b>
CONSTANT UNITS	1				
SQFT - SQUARE FOOT		697	697	697	697
Total	1.00	697.00	697.00	697.00	697.00
	<b>Value</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>
	\$109,950	109,950.00	157.75	157.75	157.75

# Property Record Card

Hinsdale County Assessor

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## Abstract Summary

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<b>Code</b>	<b>Classification</b>	<b>Actual Value</b>	<b>Taxable Value</b>	<b>Actual Override</b>	<b>Taxable Override</b>
1112	SINGLE FAM.RES.-LAND	\$53,750	\$3,740	NA	NA
1212	SINGLE FAM.RES-IMPROVEMTS	\$109,950	\$7,640	NA	NA
<b>Total</b>		<b>\$163,700</b>	<b>\$11,380</b>	<b>NA</b>	<b>NA</b>



# Property Record Card

Hinsdale County Assessor

**MATHERNE, BRANDON B**

22 COUNTRY CLUB PARK  
COVINGTON, LA 70433-4402

**Account: R001227**

Tax Area: TA1 - TAX AREA 1  
Acres: 0.000

**Parcel: 4509-273-41-004**

Situs Address:

Economic Area      1 - ECON AREA 1

Neighborhood      10100100 - TOWN OF LAKE CITY

**Value Summary**

Value By:	Market	Override
Land (1)	\$53,750	N/A
<b>Total</b>	<b>\$53,750</b>	<b>\$53,750</b>

**Legal Description**

LOTS 9-10 & N2 OF LOT 11 BLOCK 41 TOWN OF LAKE CITY

**Land Occurrence 1**

Property Code	0100 - VACANT RES LOTS	Land Code	116 - TLC - RES LOTS
Access Code	1 - YEAR-ROUND	Utilities	0 - N/A
Zoning	0 - OTHER		

SubArea	UNITS	PRIME	ACTUAL	HEATED	EFFECTIVE
LOTS			2.5		
Total			2.50		
	Value	Rate	Rate	Rate	Rate
	\$53,750		21,500.00		

**Abstract Summary**

Code	Classification	Actual Value	Taxable Value	Actual Override	Taxable Override
0100	VACANT RES LOTS	\$53,750	\$15,590	NA	NA
<b>Total</b>		<b>\$53,750</b>	<b>\$15,590</b>	<b>NA</b>	<b>NA</b>



# Property Record Card

Hinsdale County Assessor

**CLUCK, CORY JOE**

PO BOX 50711  
AMARILLO, TX 79159

**Account: R003266**

Tax Area: TA1 - TAX AREA 1

Acres: 0.000

**Parcel: 4509-273-41-003**

Situs Address:  
417 SILVER ST  
LAKE\_CITY, 81235

Economic Area      1 - ECON AREA 1

Neighborhood      10100100 - TOWN OF LAKE CITY

## Value Summary

Value By:	Market	Override
Land (1)	\$43,000	N/A
Single Family Residential (1)	\$123,220	N/A
<b>Total</b>	<b>\$166,220</b>	<b>\$166,220</b>

## Legal Description

417 SILVER ST LOTS 7-8 BLOCK 41 TOWN OF LAKE CITY

## Public Remarks

Entry Date	Model	Remark
02/24/2021		DECK, PORCH ROOF, RAILS REPLACED 2020

## Land Occurrence 1

Property Code	1112 - SINGLE FAM.RES.-LAND	Land Code	116 - TLC - RES LOTS
Access Code	1 - YEAR-ROUND	Land Size	6250
Ownership Int	100	Utilities	4 - ELEC/CEN WAT/CEN SEWER
Zoning	0 - OTHER		

SubArea	UNITS	PRIME	ACTUAL	HEATED	EFFECTIVE
LOTS			2		
Total			2.00		
	<b>Value</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>
	\$43,000		21,500.00		

## Single Family Residential Occurrence 1

Property Code	1212 - SINGLE FAM.RES-IMPROVEMTS	Actual Year Built	1930
Effective Year Built	1955 - 1955 - EFFECTIVE YEAR	Baths	0
Bedrooms	0	Condition	0
Constant	1	Fireplace	0 - NONE
Fireplace Count	0	Foundation	COMBINATION
Heating Type	0 - N/A	Ownership Int	100
Quality	LOW 1.50	Res Sf Rate	1
Roof Cover	0 - N/A	Roof Structure	0
Rooms	0	Style 1 Bldg	ONE STORY
Style 2 Bldg	MIN FIN LIVING AREA OVER GARAG	Style Arch	LOG CABIN
Weatherization	NO INSULATION	Windows	0 - N/A

SubArea	UNITS	PRIME	ACTUAL	HEATED	EFFECTIVE
CONSTANT UNITS	1				
SQFT - SQUARE FOOT		748	748	748	748
Total	1.00	748.00	748.00	748.00	748.00
	<b>Value</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>
	\$123,220	123,220.00	164.73	164.73	164.73

## Abstract Summary

Code	Classification	Actual Value	Taxable Value	Actual Override	Taxable Override
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**Property Record Card**  
Hinsdale County Assessor

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**Abstract Summary**

1112	SINGLE FAM.RES.-LAND	\$43,000	\$2,990	NA	NA
1212	SINGLE FAM.RES-IMPROVEMTS	\$123,220	\$8,560	NA	NA
<b>Total</b>		<b>\$166,220</b>	<b>\$11,550</b>	<b>NA</b>	<b>NA</b>

# Property Record Card

Hinsdale County Assessor

**HATTON, GLYNNIS  
TRUST FOR THE BENEFIT**

**Account: R000890**  
Tax Area: TA1 - TAX AREA 1  
Acres: 0.000

**Parcel: 4509-273-41-001**

Situs Address:  
425 SILVER ST  
LAKE\_CITY, 81235

OF PHILLIP L HATTON  
P O BOX 152409  
ARLINGTON, TX 76015

Economic Area            1 - ECON AREA 1

Neighborhood            10100100 - TOWN OF LAKE CITY

**Value Summary**

Value By:	Market	Override
Land (1)	\$86,000	N/A
Single Family Residential (1)	\$219,000	N/A
<b>Total</b>	<b>\$305,000</b>	<b>\$305,000</b>

**Legal Description**

425 SILVER ST LOTS 3-4-5-6 BLOCK 41 TOWN OF LAKE CITY

**Sale Data**

Doc. #	Sale Date	Deed Type	Validity	Verified	Sale Price	Ratio	Adj. Price	Ratio	Time Adj. Price	Ratio
93329	10/22/2003	WD	UI	N	\$50,000	610.00	\$40,000	762.50	\$40,000	762.50

**Land Occurrence 1**

Property Code	1112 - SINGLE FAM.RES.-LAND	Land Code	116 - TLC - RES LOTS
Access Code	1 - YEAR-ROUND	Utilities	0 - N/A
Zoning	0 - OTHER		

SubArea	UNITS	PRIME	ACTUAL	HEATED	EFFECTIVE
LOTS			4		
Total			4.00		
	<b>Value</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>
	\$86,000		21,500.00		

**Single Family Residential Occurrence 1**

Property Code	1212 - SINGLE FAM.RES-IMPROVEMTS	Actual Year Built	1890
Effective Year Built	1980 - 1980 - EFFECTIVE YEAR	Baths	0
Bedrooms	0	Condition	0
Constant	1	Fireplace	0 - NONE
Fireplace Count	0	Foundation	COMBINATION
Heating Type	0 - N/A	Quality	AVERAGE
Res Sf Rate	1	Roof Cover	1 - PROPANEL-METAL
Roof Structure	0	Rooms	0
Style 1 Bldg	ONE & ONE-HALF STORY FIN	Style Arch	FRAME HOME
Weatherization	FULL INSULATION	Windows	0 - N/A

SubArea	UNITS	PRIME	ACTUAL	HEATED	EFFECTIVE
CONSTANT UNITS	1				
SQFT - SQUARE FOOT		2187	2187	2187	2187
Total	1.00	2,187.00	2,187.00	2,187.00	2,187.00
	<b>Value</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>
	\$219,000	219,000.00	100.14	100.14	100.14

# Property Record Card

Hinsdale County Assessor

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## Abstract Summary

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Code	Classification	Actual Value	Taxable Value	Actual Override	Taxable Override
1112	SINGLE FAM.RES.-LAND	\$86,000	\$5,980	NA	NA
1212	SINGLE FAM.RES-IMPROVEMTS	\$219,000	\$15,220	NA	NA
<b>Total</b>		<b>\$305,000</b>	<b>\$21,200</b>	<b>NA</b>	<b>NA</b>

# Property Record Card

Hinsdale County Assessor

**GRANTHAM, NORMA, 2011  
MANAGEMENT TRUST**

**Account: R001008**  
Tax Area: TA1 - TAX AREA 1  
Acres: 0.000

**Parcel: 4509-273-41-008**  
Situs Address:

10707 VALLEY FORGE  
HOUSTON, TX 77042

Economic Area 1 - ECON AREA 1

Neighborhood 10100100 - TOWN OF LAKE CITY

### Value Summary

### Legal Description

Value By:	Market	Override
Land (1)	\$48,380	N/A
<b>Total</b>	<b>\$48,380</b>	<b>\$48,380</b>

LOTS 27-28-29 BLOCK 41 TOWN OF LAKE CITY

### Land Occurrence 1

Property Code	0100 - VACANT RES LOTS	Land Code	116 - TLC - RES LOTS
Access Code	1 - YEAR-ROUND	Utilities	0 - N/A
Zoning	0 - OTHER		

SubArea	UNITS	PRIME	ACTUAL	HEATED	EFFECTIVE
LOTS			3		
Total			3.00		
	<b>Value</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>
	\$48,380		16,126.67		

### Abstract Summary

Code	Classification	Actual Value	Taxable Value	Actual Override	Taxable Override
0100	VACANT RES LOTS	\$48,380	\$14,030	NA	NA
<b>Total</b>		<b>\$48,380</b>	<b>\$14,030</b>	<b>NA</b>	<b>NA</b>





# Property Record Card

Hinsdale County Assessor

**GOODMAN, DEBRA**

PO Box 603  
Lake City, CO 81235

**Account: R001132**

Tax Area: TA1 - TAX AREA 1  
Acres: 0.000

**Parcel: 4509-273-23-001**

Situs Address:  
409 BLUFF ST  
LAKE\_CITY, 81235

Neighborhood 10100300 - CASCO ADDITION

### Value Summary

Value By:	Market	Override
Land (1)	\$94,180	N/A
Land (2)	\$38,470	N/A
Single Family Residential (1)	\$131,050	N/A
COMM LODGING (1)	\$351,210	N/A
<b>Total</b>	<b>\$614,910</b>	<b>\$614,910</b>

### Legal Description

409 BLUFF ST LOTS 1-2-3-4-5-6-7-8-9-10-11-12-13-14 CASCO ADDN TOWN OF LAKE CITY

### Sale Data

Doc. #	Sale Date	Deed Type	Validity	Verified	Sale Price	Ratio	Adj. Price	Ratio	Time Adj. Price	Ratio
102583	08/09/2017	WD	UI	Y	\$650,000	94.60	\$650,000	94.60	\$650,000	94.60
96034	03/30/2007	WD	QV	Y	\$595,000	103.35	\$575,000	106.94	\$575,000	106.94
90612	03/31/2000	WD	QV	Y	\$465,000	132.24	\$397,000	154.89	\$397,000	154.89
88022	06/13/1997	WD	QV	Y	\$315,000	195.21	\$315,000	195.21	\$315,000	195.21

### Land Occurrence 1

Property Code	2115 - LODGING-LAND	Land Code	306 - TLC - SITE
Adjustment 1 Use	71	Utilities	0 - N/A
Zoning	0 - OTHER		

SubArea	UNITS	PRIME	ACTUAL	HEATED	EFFECTIVE
SITE			1		
Total			1.00		
	<b>Value</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>
	\$94,180		94,180.00		

### Land Occurrence 2

Property Code	1112 - SINGLE FAM.RES.-LAND	Land Code	306 - TLC - SITE
Adjustment 2 Use	29	Utilities	0 - N/A
Zoning	0 - OTHER		

SubArea	UNITS	PRIME	ACTUAL	HEATED	EFFECTIVE
SITE			1		
Total			1.00		
	<b>Value</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>
	\$38,470		38,470.00		

### Single Family Residential Occurrence 1

Property Code	1212 - SINGLE FAM.RES-IMPROVEMTS	Actual Year Built	1949
Effective Year Built	1980 - 1980 - EFFECTIVE YEAR	Baths	0
Bedrooms	0	Condition	0
Constant	1	Fireplace	0 - NONE
Fireplace Count	0	Foundation	COMBINATION
Heating Type	0 - N/A	Quality	FAIR 1.75
Res SF Rate	1	Roof Cover	0 - N/A

# Property Record Card

## Hinsdale County Assessor

### Single Family Residential Occurrence 1

Roof Structure	0	Rooms	0
Weatherization	NO INSULATION	Windows	0 - N/A

SubArea	UNITS	PRIME	ACTUAL	HEATED	EFFECTIVE
CONSTANT UNITS	1				
SQFT - SQUARE FOOT		1344	1344	1344	1344
<b>Total</b>	<b>1.00</b>	<b>1,344.00</b>	<b>1,344.00</b>	<b>1,344.00</b>	<b>1,344.00</b>
	<b>Value</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>
	\$131,050	131,050.00	97.51	97.51	97.51

### COMM LODGING Occurrence 1

Property Code	2215 - LODGING-IMPROVEMENTS	Actual Year Built	20
Effective Year Built	1980 - 1980 - EFFECTIVE YEAR	Constant	1
Floor_Area	4269	Quality	AVERAGE
Res sq ft	0	Rooms Spaces	14

SubArea	UNITS	PRIME	ACTUAL	HEATED	EFFECTIVE
SubArea_LODG_S QFT			4269		
<b>Total</b>			<b>4,269.00</b>		
	<b>Value</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>
	\$351,210		82.27		

### Abstract Summary

Code	Classification	Actual Value	Taxable Value	Actual Override	Taxable Override
1112	SINGLE FAM.RES.-LAND	\$38,470	\$2,670	NA	NA
1212	SINGLE FAM.RES-IMPROVEMTS	\$131,050	\$9,110	NA	NA
2115	LODGING-LAND	\$94,180	\$27,310	NA	NA
2215	LODGING-IMPROVEMENTS	\$351,210	\$101,850	NA	NA
<b>Total</b>		<b>\$614,910</b>	<b>\$140,940</b>	<b>NA</b>	<b>NA</b>

# 418 N Bluff St

McMillan/First Baptist Acct R2496

## Legend

- 418 Bluff St
- Feature 1
- Feature 2
- Matterhorn



100 ft

Google Earth

