



Town of Grand Lake Board of Trustees Workshop & Meeting

The Town of Grand Lake upholds the Six Pillars of Character: Citizenship, Trustworthiness, Respect, Responsibility, Fairness and Caring

February 24, 2020 – Work Session 5:00 PM

1. Call to Order
2. Roll Call
3. Conflicts of Interest
4. Delegation – Ginny Wilkinson – Comprehensive Plan Task Force Updates
5. Public Comments (limited to 3 minutes)
6. Manager – Thomasson Park Proposal **(Pg. W2)**
7. Manager – Review of Encroachment License Agreement **(Pg. W10)**
8. Trustee Topics

February 24, 2020 – Evening Meeting 7:30 PM

- A. Call to Order
- B. Pledge of Allegiance
- C. Announcements – Turn off cell phones and sign-in at the entrance
- D. Roll Call
- E. Conflicts of Interest
- F. Unscheduled Public Comments
- G. Financial Review – Town of Grand Lake Sales Tax Cash Flow Report **(Pg. E2)** and Town of Grand Lake 4% Sales Tax 2015-2019 Total year by Industry Report **(Pg. E8)**
- H. Resolution 5-2020 – Consideration to Approve a Nightly Rental Application **(Pg. E10)**
- I. Manager – Streetscape Phase III Request for Bid and 100% Engineered Drawings **(Pg. E18)**
- J. Mayors Report
- K. Adjourn

Statement of Purpose: Workshops are held in the afternoon prior to each Board of Trustee meeting. Workshops are conducted:

- 1) To insure that the Board Members have adequate information and background to make informed decisions on various items.
- 2) To provide the Trustees with a forum to frame emerging issues and to discuss potential alternatives to address these issues.
- 3) To learn about important events affecting the Town and to provide a chance for citizens to bring “for your information” items to the Trustees.
- 4) To make efficient and effective use of citizens time at Board meetings but allow citizens time to make their comments known in a recorded meeting.



TOWN OF
GRAND LAKE

Date: February 24, 2020
To: Mayor Peterson and the Board of Trustees
From: John Crone, Town Manager

Re: Thomasson Park Proposal

Background

Jim Peyton owns property on Woodpecker Hill above the Thomasson Park property. He has approached the Town about a possible land exchange and deal involving Thomasson Park and the Town-owned rights-of-way that surround his properties.

Mr. Peyton proposes purchasing Thomasson Park for the remainder owed on the property. He will then impose a conservation easement on the property and gift it back to the Town in exchange for the Town vacating/granting him the rights-of-way that surround his property.

This would be a complicated project; however, it could prove to be very beneficial to the Town.

Recommendation

Staff is looking to the Board for guidance on whether they should move forward and create a detailed proposal to bring to the Board for approval.

glmanager

From: Jim Peyton <jpeytonii@gmail.com>
Sent: Sunday, February 9, 2020 8:10 PM
To: glmanager
Cc: jeremy@coloradoheadwaterslandtrust.org
Subject: Peyton - Proposal to Make Balloon Payment for Thomasson Park
Attachments: Peyton Property -Surrounding ROWs.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Hello John,

I hope you are well and are transitioning well into your role as Town Manager.

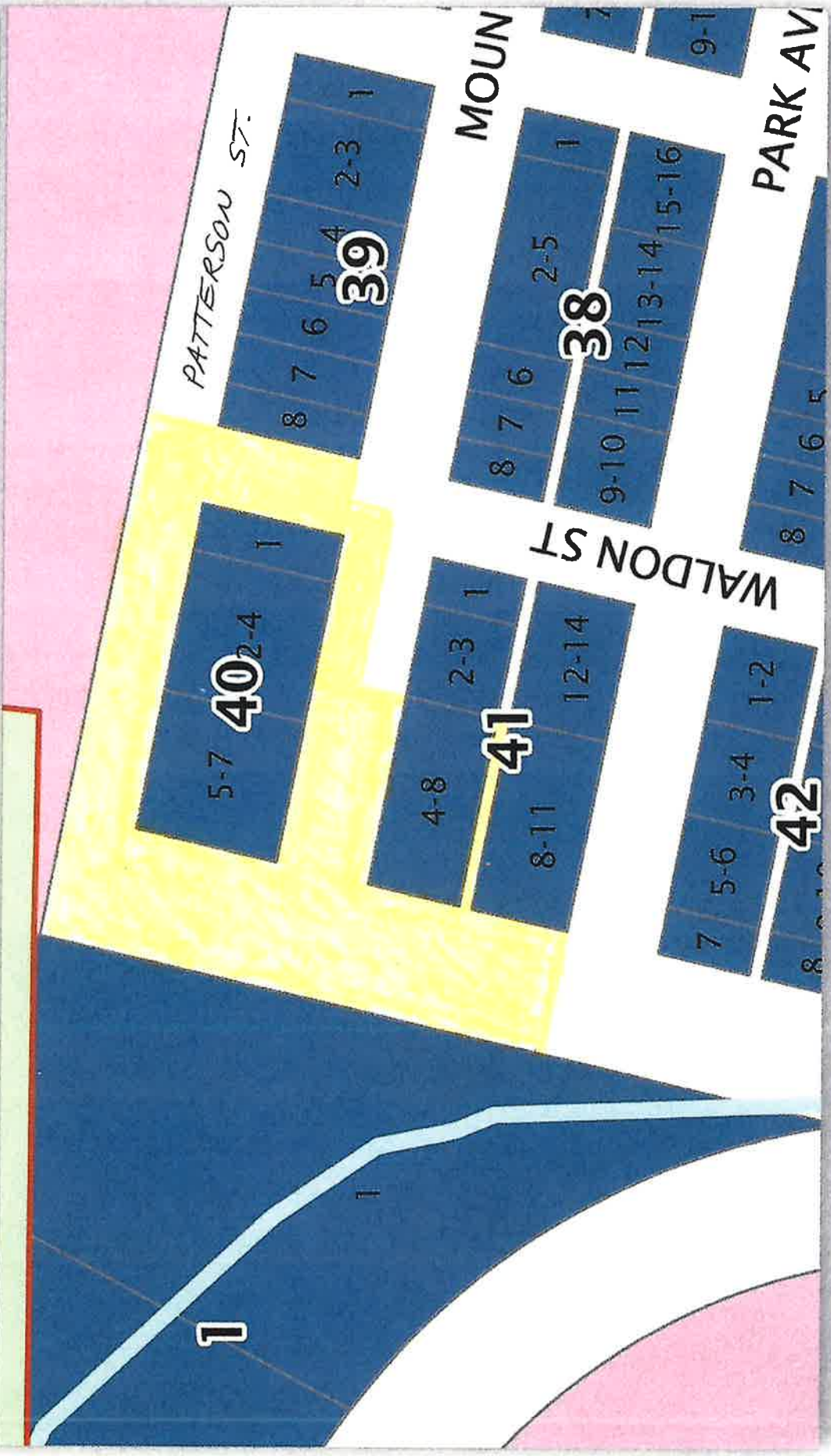
If you recall from our initial meeting last fall I desire to preserve Open Space around my home in Grand Lake. I am proposing that I make the final balloon payment on the Thomasson Park property (~\$200K) for the Town in exchange for the Thomasson Park property. I would then work with Colorado Headwaters Land Trust to place a conservation easement on the Park property to secure its future as Open Space. Then I would gift the Thomasson Park property back to the Town in exchange for the Town's Right-of-Ways (ROW) surrounding my home and property.

I have attached a PDF showing the area of my property. My property is Block 40 - Lots 1-7 and Block 41 - Lots 4-11. I have highlighted in yellow the ROWs that I desire to obtain through this proposal. Easements for trail use would be placed on any land where any public trails currently exist. The eastern half of the Waldon Street ROW would be gifted to our neighbors, the Bakers, at Block 39 - Lot 8.

Please advise of any additional questions in addition to the next steps and their timing.

Kind regards,

Jim Peyton
125 Mountain Ave
630-945-1922



**SAM E THOMASSON
AMORTIZATION OF TOWN OF GRAND LAKE NOTE**

QUARTERLY PAYMENT: \$6,468.74

LOAN AMOUNT: \$400,000

INTEREST RATE: 5%

AMORT. PERIOD: 30YEARS

COMPOUNDING FREQUENCY: MONTHLY

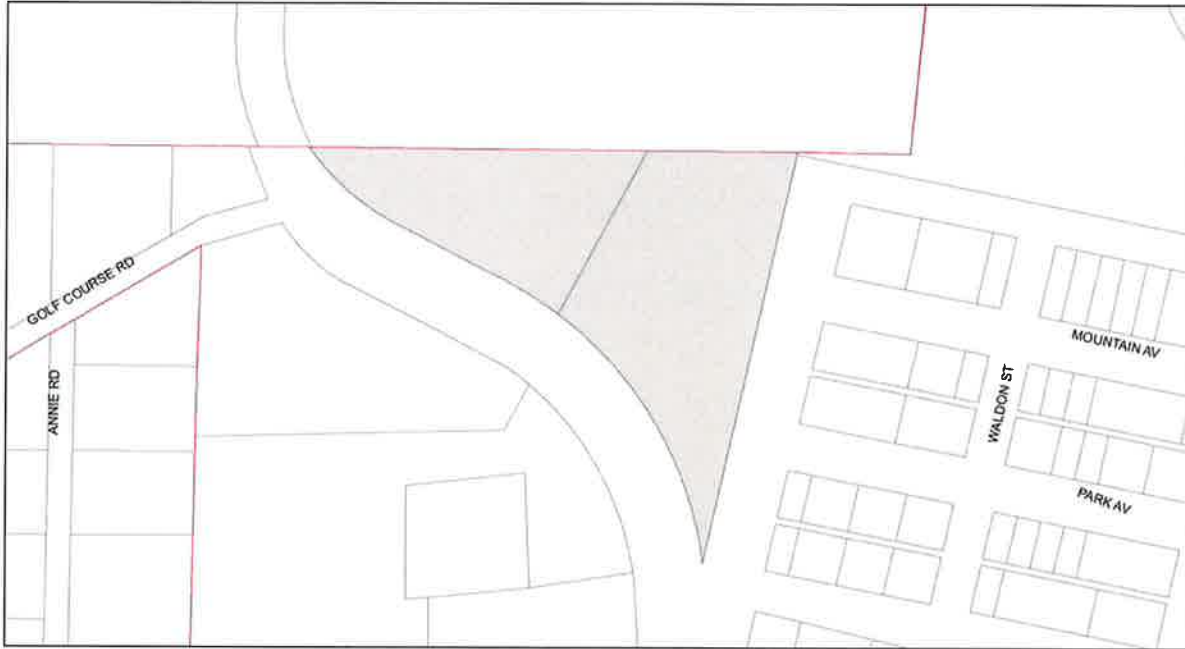
PAYMENT FREQUENCY: QUARTERLY

<u>PYMT #</u>	<u>DATE</u>	<u>PRINCIPAL PAID</u>	<u>INTEREST PAID</u>	<u>PRINCIPAL BALANCE</u>	<u>TOTAL INTEREST</u>
	December 4, 2006			367,314.93	96,689.69
65	March 4, 2018	3,216.96	3,251.78	255,844.61	276,312.67
66	June 4, 2018	3,257.34	3,211.40	252,587.27	279,524.07
67	September 4, 2018	3,298.23	3,170.51	249,289.05	282,694.59
68	December 4, 2018	3,339.63	3,129.11	245,949.42	285,823.70
69	March 4, 2019	3,381.54	3,087.20	242,567.88	288,910.90
70	June 4, 2019	3,423.99	3,044.75	239,143.89	291,955.65
71	September 4, 2019	3,466.97	3,001.77	235,676.92	294,957.42
72	December 4, 2019	3,510.49	2,958.25	232,166.43	297,915.67
73	March 4, 2020	3,554.55	2,914.19	228,611.88	300,829.86
74	June 4, 2020	3,599.17	2,869.57	225,012.71	303,699.43
75	September 4, 2020	3,644.35	2,824.39	221,368.37	306,523.83
76	December 4, 2020	3,690.09	2,778.65	217,678.28	309,302.48
77	March 4, 2021	3,736.41	2,732.33	213,941.87	312,034.81
78	June 4, 2021	3,783.31	2,685.43	210,158.56	314,720.24
79	September 4, 2021	3,830.80	2,637.94	206,327.76	317,358.18
80	December 4, 2021	3,878.88	2,589.86	202,448.88	319,948.04

	Principal	Interest
2018	13,112.15	12,762.81
2019	13,782.99	12,091.97
2020	14,488.15	11,386.81
2021	15,229.40	10,645.56

2.7: THOMASSON PARK

Introduction



Site Size: approximately 8 acres

Zoning District: Single Family Residential – High Density

Thomasson Park, located adjacent to Rocky Mountain National Park (RMNP) and US Highway 34, is a parcel of property is not currently owned by the Town but is under a lease purchase agreement; while also making payments to the property, the Town is attempting to purchase the property by obtaining grants from various sources.

The property is a mixture of lodge pole pine, willows and wetlands that Columbine Creek flows through. This area is pristine in nature for being located within municipal boundaries and the Town intends to keep this parcel in a relatively undeveloped state.



The property was placed under a lease purchase agreement so access for a snowmobile trail could be secured and a location for a future cremation cemetery. The Town has limited what improvements they complete in the Park until they actually own the property fully. In early 2002 the Town installed a 16' wide wood chipped trail through the Park that allows snowmobiles to travel from the Gateway Inn through RMNP to the national forest. The Town permits non-motorized use of the park in the summer but due to the current state of the trail the park is seldom used in the summer other than a commercial horse operation. The Town has allowed Sombrero Stables to use the 16' wood chip trail and build a new trail to the Grand Lake Lodge. Neither trail is maintained by the Stables but the Town intends to require a maintenance agreement with them in the near future.

The Town has been actively seeking grants (Colorado State Parks Association and Great Outdoors Colorado) to purchase the property without success. With limited motorized use permitted in the park the Town is having a difficult time finding grants that fit the diversity of uses permitted.

2006 Comprehensive Plan

As the Town's 2006 Comprehensive Plan indicates: *A pedestrian underpass is proposed under Highway 34 for safe access across the busy corridor. The box culvert should accommodate horseback riders, snowmobilers and hikers/pedestrians.* Action 4.15 further indicates: *Town planner to contract with Civil Engineering Company to evaluate the cost, feasibility and alignment of the proposed pedestrian underpass (box culvert style) at the northern Town boundary.*

The feasibility of this has been briefly explored by the Town Planner. Due to the massive amounts of surface and groundwater in this location, a box culvert would not be feasible. The box culvert would consistently be flooded in times of peak runoff making this trail inaccessible and unusable at those times.

Future Uses for the Park

The area should be left in as natural state as possible as it has a high quality wetland with a large population of wildlife including several species of birds, moose, elk, fox, etc... All work performed in the park should be assessed for the need to obtain an Army Corps of Engineers 404 Permit.

Re-establishment of the natural stream course through this park is something that should be considered.

A wildlife viewing platform could be installed along the wetlands to allow tourists to view the wildlife that live and visit the wetlands. The platform would allow users to be above the large willows that line the trail and limit visibility into this wildlife oasis.

The Sombrero Stables commercial horse operation should not be permitted to travel through Thomasson Park and an alternative route should be created.

Town of Grand Lake - Parks, Open Space and Trails Master Plan

Thomasson Park is a high quality wetland and large amounts of animal waste could be harmful to the wetlands.

The 16' trail through the Park is wet for the majority of the summer and heavy horse traffic causes trail erosion.

An alternative route could be to use the Walden Street trail to Patterson Street and then through the top of Thomasson Park along the power lines or the existing trail in RMNP. This route is along ridges and therefore much drier.



Any trail that is used as a stock trail should be constructed to handle the heavy traffic and a required maintenance schedule should be created between the Town and the commercial vendors.

The 16' trail should have the wood chips removed as they are unfriendly for summer users and detrimental to the wetlands. A natural surface would be more beneficial for trail users in the summer and would still allow for all winter time uses.

The trail should be narrowed to a single track (4' max) and grass seed placed on the remaining portion of the existing trail. The easement width needs to be maintained for snowmobile use in the winter but during the summer the trail could be restored to a single track trail which is more inviting for users.

The 16' trail should be closed prior to where the trail climbs toward the highway and all summer time uses should be moved onto another trail that is more sustainable. By closing this section of trail the Town can prevent erosion that has plagued this trail for years and caused sedimentation into the wetlands.

The stock trail for Sombrero Stables is currently constructed around this area and could be used for mountain bikers and hikers.

The water that causes all of the erosion on this section of trail should be contained within a ditch with proper erosion control installed. The remaining portion of the trail should be revegetated.

Moveable fence should be installed at both ends of the trail to prevent motorized use during the summer months and during the spring and fall when snow cover is not adequate for snowmobile use.

The single track trail that was constructed from the 16' trail to the Grand Lake Lodge by Sombrero Stables is currently eroding and in need of repair. The trail should be rebuilt and

maintained for non-motorized use or closed and reclaimed. This section of trail could be used as part of the Patterson Street Trail.

Picnic tables and shelters should be installed along the trail to allow for picnicking and resting. The Visitors Center could direct our tourists and guest to this area for a great experience.

Winter time non-motorized uses for this park are not recommended due to the heavy amount of motorized use. It is possibly that this area could be used for cross country skiing / snowshoeing if trails were combined with trails from the Grand Lake Lodge and RMNP.

The Town should require the Grand Lake Lodge analyze the possibility of connecting trails from the Lodge to Thomasson Park if any amendments to the Planned Development are requested.

The northeast corner of the park should be reserved for the future cremation cemetery.

Steps to Develop Future Uses

There are a number of items the Town needs to address to get this park to a sustainable summer time use. The Town should take the following steps –

The Town should first focus on the erosion control issues with the 16' trail as described above (i.e. closing a portion of the trail, installing the ditch, etc...).

The Town should seek funding to purchase the property. The Town may consider a public / private partnership with the companies that use the property, such as Grand Adventures, Spirit Lake Polaris, Sombrero Stables, etc...

The Town should review the possibilities of reducing the 16' trail to a 4' natural surface.

The Town should prohibit Sombrero Stables from using the Park and an alternative route should be established. If the Town permits the use, a Trail Maintenance Agreement should be established by the 2010 season.

The Town should install a moveable fence as described above.

The Town should review the possibility of installing a wildlife viewing platform over the wetlands and picnic shelters along the trail.

ENCROACHMENT LICENSE AGREEMENT

THIS ENCROACHMENT LICENSE is entered into this _____ day of _____, 2020, by and between the Town of Grand Lake, a Colorado municipal corporation, (“the Town”) and, _____ (“Licensees”).

WHEREAS, Licensees are the owners of certain real property described at Reception # _____, Section _____, Township _____ North, Range 76 West of the 6th Principal Meridian, Town of Grand Lake, County of Grand, State of Colorado also known as _____ [STREET ADDRESS] _____, Grand Lake, Colorado 80447 (“the Property”) and have constructed or their predecessors have constructed a building and other improvements that encroach onto the Town’s right-of-way as shown on the Improvement Location Certificate, attached as Exhibit A; and

WHEREAS, specifically, the _____ DESCRIBE ENCROACHMENT _____ extends _____ NUMBER OF FEET _____’ over the property line into the Town’s right-of-way; and

WHEREAS, the Licensees’ encroachment into the Town’s right-of-way has existed for several years and does not interfere with the Town’s current use of the its right-of-way; and

WHEREAS, the Town does not desire to have the encroachment removed at this time.

NOW THEREFORE, in consideration of the payment of \$ _____ and the rights and obligations set forth herein the parties agree as follows:

1. The Town hereby grants to Licensees, their successors and assigns, a license to encroach on the Town’s right-of-way to the degree and in the manner that the Licensees’ improvements encroach as of the date of this Encroachment License. Such encroachment is depicted on Exhibit A, attached hereto and incorporated herein by reference.
2. The right to use and occupy a portion of the Town’s right-of-way under the provisions of this License is specifically limited to the improvements currently located thereon. The portion of the improvements encroaching upon the Town right-of-way shall not be enlarged or otherwise expanded and use of the improvements shall be consistent with the zoning district in which it is located as defined by the Town’s zoning code.
3. Licensees, their successors and assigns, shall be permitted to modify the improvements, so long as such modifications comply with the Town’s building code and other applicable codes and do not further intrude upon the Town’s right-of-way or otherwise expand the scope of the encroachment permitted under this License.

4. The License granted herein shall continue so long as the encroaching portion of the existing building remains. In the event all or part of the encroaching portion of the existing building is destroyed or otherwise removed from the Town's right-of-way, any restoration or reconstruction of the building shall not extend into the Town's right-of-way and the encroachment license granted by the agreement shall terminate.
5. In the event the Licensee does not remove the remaining portions of the building that encroach onto the Town's right-of-way within 30 days of such termination, then the Town shall provide the Licensees no less than thirty (30) days written notice to remove any remaining improvements from the Town's right-of-way. In the event the Licensees fail to remove all improvements from the Town's right-of-way within such thirty (30) days, then and in that event the Town shall be entitled to take all reasonable steps to remove such improvements and Licensees agrees to reimburse the Town for all costs and expenses incurred in removing such improvements. In the event the Licensees fail to pay the Town for all costs and expenses incurred in removing the improvements from the Town's right-of-way, then the Town shall be entitled to (1) record such costs and expenses as a lien against the Property and certify such costs to the Grand County Treasurer to be collected in the same manner as delinquent taxes, and (2) recover all such costs and expenses through all legal and equitable remedies available to the Town. In the event the Town incurs any costs or expenses under this Section 5., Licensees waive any objection or defense to any lien the Town may file to recover such costs and expenses.
6. This License shall run with the land and be binding upon and inure to the benefit of the parties hereto, their heirs, successors in interest, personal representatives, and assigns.
7. Licensees, for themselves, their heirs, successors and assigns agree to maintain public liability insurance in an amount not less than \$350,000 per person and \$990,000 per accident to protect Licensee and the Town from any liability to the public as a result of the encroachment onto the Town's right-of-way and to furnish the Town proof of such insurance upon request. Said insurance shall be maintained at all times during the term of this License. In addition, Licensees, their heirs, successors and assigns, agree to indemnify and hold harmless the Town from any loss or liability whatsoever, including defense costs and attorney's fees arising out of damage to person or property attributable to the encroachment. Licensee further agrees to indemnify the Town against any and all liens asserted or established against the Town's right-of-way.
8. The Town is a Colorado municipal corporation and is entitled to certain rights and protections under the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., C.R.S. ("the Act"). By entering into this License, the Town does not waive and does not intend to waive any of its rights or protections under the Act.
9. By entering into this License, Licensees expressly acknowledge that their interest in the Town's right-of-way is limited to a license to encroach thereon with the permission of the Town and that neither Licensees' use of any portions of the Town's right-of-way or use of portions of such right-of-way by any of Licensees' predecessors or successors shall be used as the basis for any claim to use such right-of-way except as provided herein, whether such claim is based on estoppel or waiver or adverse possession or easement by prescription or

any other basis, and that the sole basis for Licensees' right and claim to use the portions of the Town's right-of-way shall be this License.

- 10. In the event it becomes reasonably necessary for the Town to remove or interfere with any part of the existing building or structure that encroaches on the Town's right-of-way in order to maintain, repair or replace existing utilities, including but not limited to water and sewer lines, the Town shall be entitled to do so and shall not be liable for any damage to the encroaching portion of the existing building that results from such work by the Town. The Town shall make reasonable efforts to minimize the disturbance of or damage to the existing building as a result of performing such work.
- 11. Licensee agrees to reimburse the Town for all attorneys fees incurred by the Town in connection with the preparation, revision and execution of this Agreement.

TOWN OF GRAND LAKE

ATTEST:

 Jennifer Thompson,
 Town Clerk

 Jim Peterson
 Mayor

LICENSEES:

By: _____
 ENTER NAME HERE

By: _____
 ENTER NAME HERE

STATE OF _____)
) SS
 COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by ENTER LICENSEES NAMES HERE.

Witness my hand and official seal.

S E A L

 Notary Public

My Commission Expires: _____