



# Town of Grand Lake

## Planning Department

• P.O. Box 99 • 1026 Park Avenue • Grand Lake, CO 80447  
• Phone: 970-627-3435 • Fax: 970-627-9290

Planning: 3100 West Grand Lake Blvd • www.grandlake.org

### ZONING VARIANCE REQUEST APPLICATION

**PROPERTY LOCATION:**  
 Street Address: 1204 W. Portal Rd  
 Legal Description: Lot \_\_\_\_\_ Block \_\_\_\_\_ Subdivision \_\_\_\_\_

**PROPERTY OWNER INFORMATION:**  
 Name: Cindy Coolen-Biersdorfer, Keith Nichols Email: Coolen\_c@yahoo.com  
 Mailing Address: PO Box 2115 Phone: 303 881-5335  
 City: Grand Lake State: CO Zip: 80447 Fax: \_\_\_\_\_

**APPLICANT INFORMATION:** Is the Applicant the Property Owner?  YES  NO  
 Name: \_\_\_\_\_ Email: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Fax: \_\_\_\_\_

**CONTACT INFORMATION:** Is the Contact Person the Applicant?  YES  NO  
 Contact Person (if not Applicant): \_\_\_\_\_ Email: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Fax: \_\_\_\_\_

**VARIANCE REQUEST (Brief Description):** Variance 11-2-4D9 retaining wall height. - See attached

**REQUIRED INFORMATION CHECKLIST:**

- Site Plan (showing dimensions to existing and proposed features, locations of specific activities, proposed and existing signage, parking, ingress and egress points, traffic circulation, utilities, drainage features, and property lines)
- Explanation of Hardship (See Municipal Code for review criteria 11-2-11)
- Statement of Authority (If applicable. Required for representatives of entities and property owners.)
- Property Survey
- Agreement for Services Form
- Application Deposit (See Fee and Deposit schedule for amount)
- Additional Information (If applicable. Staff may require other helpful information for review.)

**AFFIDAVIT:**  
 BY MY SIGNATURE, I attest that the information contained or attached to this application is true and correct to the best of my knowledge. I further understand that submission of false or misleading information shall be sufficient cause for the Special Use Permit to be revoked immediately without notice or hearing.  
 Print Name: Cindy Coolen-Biersdorfer, Keith R. Nichols  
 Signature: [Handwritten Signatures] Date: 6-21-2023

**STAFF USE ONLY**  
 Application Received By: K White #3013 Date & Time: 6/22/23  
 File Name: \_\_\_\_\_ Deposit:  YES  NO Amount: \$ 300  
 Agreement for Services Form Signed?  YES  NO

**Town of Grand Lake-Planning Dept**

**Legal Summary** Subd: METES & BOUNDS 75 ALL PT OF LOTS 2,6,7 SEC 5 T3N R75W DESC AT B/266 P/5+3 .447 AC +/- LYING SOUTH OF TUNNEL RD AND WEST OF NORTH INLET LOCATED IN LOT 2, SECT 5 T3N R75W DESC IN B/266 P/462

**Request: We are requesting approval and subsequent sign off for the landscape changes that were completed without prior submission for the following reason:**

This was a hardship situation combined with us being first-time home builders and exacerbated by a builder who abandoned us with no assistance following through on the initial landscape plans or the necessary changes.

There were no disingenuous intentions on our part to slip anything by the board, we were in an emergency state with water and mud causing extreme risk to the lower level of our new home. Surveys we had done previously led us to believe the public land was no more than the 25-foot easement from the street.

Minimal landscape plans were submitted and approved in 2019 (pre-troublesome fire) which did include some grading into what we now realize was the town right of way.

The erosion, flooding and mud slides caused by the burn scar above our property could not be foreseen. We were also unprepared for the unprecedented challenges we endured finding skilled workers because of covid19, especially an immediate need for a professional landscaper.

We were shoveling mud and water from our lower level almost daily due to the heavy rains.

We were watching the land up top erode every day including around the posts of the guardrail we had spent 10,000 moving.

Snow removal was inadequate & we had no turnaround to do any kind of snow management properly. There were notable rocks & boulders already existing in the areas we built up.

There were already steep drops & rocks at the top of the property, where we made it safer with some tiering.

The encroached area is not impeding on any utility cables or lines and the guard rail relocated down the west side of the driveway (pre-approved) protects and blocks any option of heading into the Tonahutu creek. This area wouldn't be conducive for public use.

We had a Civil Engineer onsite to inspect and approve the landscape construction, grading and aggressive drainage strategy.

All rock landscape walls have been included in our insurance policy with American Family insurance.

Pending board approval, we are looking forward to investing in revegetation throughout the property and are open to board suggestions.

Respectfully,  
**Cindy Coolen- Biersdorfer**  
**Keith R Nichols**

**TOWN OF GRAND LAKE**

**AGREEMENT FOR PAYMENT OF FEES FOR  
REVIEW AND PROCESSING OF SUBDIVISION PLATS, ZONING AND  
REZONING REQUESTS, ANNEXATIONS, REQUESTS FOR ROAD  
VACATIONS, AND OTHER LAND USE RELATED MATTERS**

**THIS AGREEMENT** ("the Agreement") is entered into this 20<sup>th</sup> day of June, 2023 by and between the Town of Grand Lake, Colorado, a Colorado municipal corporation, ("the Town") and Cindy Biersdorfer, ("the Owner").

Keith Nichols

**WHEREAS**, the Owner owns certain property situated in the Grand County, Colorado described on Exhibit A, attached hereto and incorporated herein by reference, (the Property");

**WHEREAS**, the review and processing includes review of all aspects of land use including, but not limited to, subdivision, zoning and rezoning, annexation, road vacations, change of land use, installation of public improvements, encroachments, dedication of lands and the availability of and feasibility of providing utility services;

**WHEREAS**, the Owner requests a change in land use for the Property and has made application to the Town for approval, and

**WHEREAS**, the Parties recognize that the fees as specified by Resolution No. 11-2004 may not be adequate to fully cover the Town's expenses incurred during the application process, including but not limited to, legal publications, notices, reproduction of materials, public hearing expenses, recording of documents, engineering fees, attorney fees, consultant fees, and fees for administrative time of Town staff, and

**WHEREAS**, the Parties hereto recognize that the Town will continue to incur expenses through the entire development review process until final completion of the development including but not limited to, legal publications, notices, reproduction of materials, public hearing expenses, recording of documents, engineer fees, surveyor fees, geologist fees, hydrologist fees, landscape architect fees, attorney fees, consultant fees, and fees for administrative time of Town staff, security, permits and easements;

**NOW THEREFORE**, for and in consideration of the foregoing premises and of the mutual promises and conditions hereinafter contained, it is agreed as follows:

1. The Town has collected or will collect certain land use fees from the Owner and the Town will apply those fees against the review and processing expenses incurred by the Town while processing the Owner's land use review proposal. In the event the Town incurs review and processing expenses greater than the monies collected from the Owner, the Owner agrees to reimburse the Town for the additional expenses and fees upon submittal of an

invoice. Owner shall pay all invoices submitted by the Town within ten (10) days of the Town's delivery of such invoice. Failure by the Owner to pay any invoice within the specified time shall result in immediate suspension of the review process by the Town, including cancellation of any scheduled hearings. Nor shall any building permits, certificates of occupancy or other Town approvals be issued or granted and for the Town to exercise such rights and remedies as are otherwise available to it in law or equity or under the applicable provisions of the Town Code.

2. Except where the law or an agreement with the Town provides otherwise, the Owner may terminate its application at any time by giving written notice to the Town. The Town shall take all reasonable steps necessary to terminate the accrual of costs to the Owner and file such notices as are required by the Town's regulations. The Owner shall be liable for all costs incurred by the Town in terminating the processing of the application.
3. If the Owner fails to pay the fees and costs required herein when due, the Town may take those steps necessary and authorized by law to collect the fees and costs due, in addition to exercising those remedies set forth in Section 1, above. The Town shall be entitled to recover from Owner all court costs and attorney's fees incurred in collection of the balance due, including interest on the amount due from its due date at the rate of 18% per annum.
4. The Town will account for all funds expended and fees and expenses incurred by the Town as a result of the development review of the application throughout the development process. Statements of expenses incurred will be made available to the Owner by the Town. Expenses to be charged to the Owner's account shall include, but shall not be limited to, legal publications, notices, reproduction of materials, public hearing expenses, recording of documents, engineer fees, surveyor fees, geologist fees, hydrologist fees, landscape architect fees, attorney fees, consultant fees, and fees for administrative time of Town staff, security, permits and easements. Within sixty (60) days after the completion of the processing of the application by the Town, the Town will provide Owner with a statement of account and will refund to the Owner any funds paid by the Owner that were not expended by the Town, except where the Parties expressly agree to the contrary.
5. Owner's obligation to pay costs and expenses provided for in this Agreement shall exist and continue independent of whether the Owner's application, or any part thereof, is approved, approved with conditions, denied, withdrawn, or terminated by the Town or the Owner prior to a final decision in the process.

**IN WITNESS WHEREOF**, The Town and the Owner have caused this Agreement to be duly executed on the day and year first above written.

TOWN OF GRAND LAKE

By:

  
Kim White, Community Development Director

Attest:

  
Alayna Carrell, Town Clerk

OWNER:


Date:

6/20/23

Printed: Cynthia A. Biersdorfer

Keith R Nichols

**Biersdorfer, Cindy**

---

**From:** Keith Nichols <keithrussellnichols@icloud.com>  
**Sent:** Tuesday, May 23, 2023 9:42 PM  
**To:** Biersdorfer, Cindy  
**Subject:** Fwd: Colorado 811 Current Status of Positive Response for Ticket A313703721-00A

[EXTERNAL EMAIL]

Sent from my iPhone

Begin forwarded message:

**From:** Colorado 811 <OCARS\_Pro@uncc.org>  
**Date:** May 20, 2023 at 12:23:38 AM MDT  
**To:** keithrussellnichols@icloud.com  
**Subject:** Colorado 811 Current Status of Positive Response for Ticket A313703721-00A

This is an automatically generated response. Please do not reply to this message.

Ticket: A313703721 Rev: 00A Taken: 05/17/23 03:08 PM

State: CO County: GRAND Place: GRAND LAKE  
Address : 1204 W PORTAL RD  
Location: LOC ENTIRE FRONT LOT \*ACCESS OPEN\*

View map and file attachments at:

Member Code	Member Facility	Response
CCMTN01	COMCAST CLEAR - NO CONFLICT Comments: 2023/05/19 14:40 Attempted Phone Call tel:(970)798-8282 Additional information from member available	05/19/23 03:47 PM 002
GRLKW1	TOWN OF GRAND LAKE CLEAR - NO CONFLICT	05/18/23 08:04 AM 002
MPEL01	MOUNTAIN PARKS ELECTRIC, INC. CLEAR - NO CONFLICT Comments: 2023/05/19 14:40 Attempted Phone Call tel:(970)798-8282 Additional information from member available	05/19/23 03:46 PM 002
QLNCC00	CENTURYLINK CLEAR - NO CONFLICT Comments: 2023/05/19 14:40 Attempted Phone Call tel:(970)798-8282	05/19/23 03:47 PM 002
TLWS01	THREE LAKES WATER AND SANITATI CLEAR - NO CONFLICT	05/18/23 08:20 AM 002
XLSLV00	XCEL ENERGY COMPLETED - SEE MARKS ON SITE Comments: Locate Completed	05/18/23 08:30 PM 017

15153 WEST 32ND DRIVE, GOLDEN, COLORADO 80401 (303) 421 - 4165

May 9, 2023

Ms. Kim White  
Community Development Director  
Town of Grand Lake  
1026 Park Avenue  
Grand Lake, Colorado 80447

**RE: - ASBUILT Drystack Boulder Gravity Retaining Walls  
1204 W. Portal Road Certification / Inspection Letter**

Dear Ms. White:

I, Glenn M. Douglass, a Registered Professional Engineer in the State of Colorado, do hereby certify that I have inspected the above referenced drystack boulder retaining walls on May 5, 2023.

Based on our experience with drystack boulder wall and boulder slope construction methodology, the embankment fill slopes and boulder placements were observed to be constructed in accordance to previous boulder slope and wall designs this firm has been involved with. The boulder slopes vary between 0.75:1 to 1.25:1 horizontal to vertical. The vertical heights of the boulder walls and slopes vary between 4 to 11.75 feet in height and are constructed from native and imported boulders ranging in size from 2 to 5 feet in diameter.

Attached are the boulder retaining wall stability calculations and typical construction detail of the as-built walls. We have also prepared an As-Built Retaining Wall Site Plan showing the locations of the recently constructed walls.

It is our professional opinion, based on our experience with drystack boulder wall construction methodology, that the completed walls are satisfactory in terms of structural stability for site conditions and loading.

Sincerely,

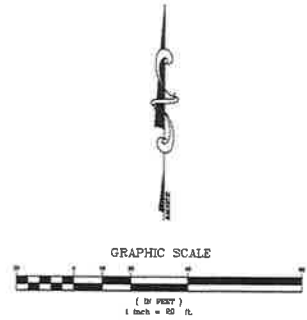
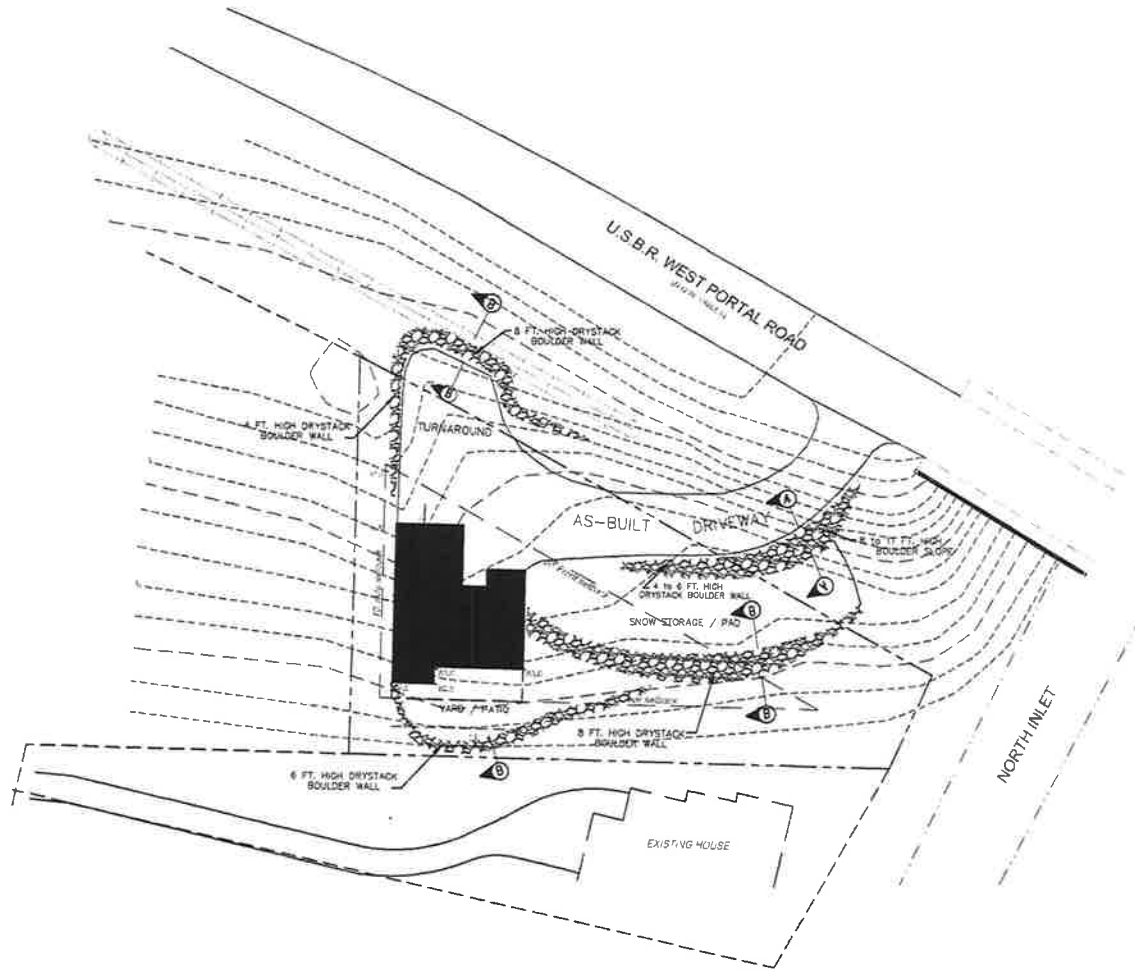


Glenn M. Douglass, P.E.

cc: Cindy Biersdorfer & Keith Nichols

BIERSDORFER - NICHOLS RESIDENCE  
1204 WEST PORTAL ROAD

AS-BUILT SITE PLAN  
AND WALL LOCATION PLAN



CALL UTILITY NOTIFICATION  
CENTER OF COLORADO  
1-800-922-1987  
OR 303-534-6700  
CALL BARRIERS WITH IN BOUNDARY  
OFFICE, YOU WILL BE RESPONSIBLE  
FOR THE LOCATION OF UNDERGROUND  
MEMBER UTILITIES



PREPARED BY  
**DOUGLASS ENGINEERING**  
15153 WEST 82ND DRIVE  
GOLDEN, COLORADO 80401  
(303) 421-4165  
**1204 WEST PORTAL ROAD**  
**AS-BUILT PLAN**