



July 10th, 2023

To: Mayor Kudron and Town Trustees
From: Caitrin Irish Permit Tech

RE: CONSIDERATION TO GRANT AN ENCROACHMENT LICENSE INTO THE WEST PORTAL ROAD RIGHT OF WAY FOR RETAINING WALL TO RUN ALONG THE FRONT PROPERTY LINE OF TRACT: G-1-B; MORE COMMONLY REFERRED TO AS 816 WEST PORTAL ROAD

*Attachments: Major Encroachment Application
Location Map
Site plan with Encroachment location
Notice sent to utility companies
Responses to notice
Draft Resolution
Draft Encroachment License and Agreement*

Purpose

The Town has received a Major Encroachment Application from Adrienne Nikolaev (“Owner’s) for the use of the West Portal Road right of way for a rock retaining wall to retain driveway. Major encroachments, such as permanent retaining walls, require Board of Trustee Approval.

Background Information

Encroachment agreements are for the purpose of allowing items of a more permanent nature to be placed in the Town Right of Way with the understanding that the owner will retain public liability insurance on said encroachment, and, upon proper notification by the Town, the Owner shall remove said encroachment within 45 days. The Owner’s have recently begun construction of their driveway and landscaping. During construction the owner has found that the planned driveway will need a retaining wall, which will encroach on to the Town right of way up to around 4 feet. The exact size of the retaining wall has been unspecified; however, the height is proposed to be between 3-4 feet. Currently, the driveway is under construction. Also, the right of way is steep, tree covered, and undeveloped by the Town in this area.

Municipal Code

Section 11-6-1: Public Property Encroachments

A. Encroachment Defined - An encroachment is any item that is placed, erected, or built on the public right-of-way by a private property owner. A property owner shall seek permission from the Town to encroach onto Rights of Ways or municipal property prior to the encroachment occurring. Where an encroachment exists without Town approval, the owner shall be required to remove the encroachment at his own expense or seek permission from the Town for the encroachment to remain.

B. Types of Encroachments

1. Major Encroachments are considered encroachments that are more permanent in nature. Examples include, but are not limited to: buildings or structures, driveways, fences and retaining walls, decks and patios, some components of public utilities, as well as other immovable objects other than minor landscaping.

C. When Encroachments Will Not Be Granted

The following encroachment license or agreement requests will not be granted:

- 1. Additions to existing buildings or other structures that would encroach or do encroach onto municipal property or road Rights of Ways, or*
- 2. The encroachment poses a danger to the public, or*

D. When Encroachments May Not Be Granted

The following encroachment license or agreement requests may not be granted, as determined by the Town Board of Trustees:



- 1. The proposed encroachment is in conflict with applicable Town Departments and/or applicable utility companies, or*
- 2. When construction has commenced prior to the issuance of a required permit from the Town.*

E. Application

- 1. A Narrative Request; and*
- 2. A Site Plan indicating exact measurements of the proposed encroachment and its position to the property boundaries; and*
- 3. Applicable Deposits and/or Fees, as set by Town of Grand Lake Board of Trustees Resolution; and*
- 4. Any other information determined by Town staff applicable to the review of the request.*

F. Review and Approval Process

- 1. Major Encroachments shall be reviewed by the Town Board of Trustees.*

The item will be placed on the Town Board of Trustees agenda. The Board shall approve, approve with conditions, or deny the application at a public meeting. No later than 14 days prior to the meeting, Town staff shall cause certified mailings to be sent, return receipt requested, to all utility companies.

The Board may continue the application review to a later date (not to exceed 45 days) in order to obtain more information about the request or to conduct site inspections. If approved, an Encroachment License will be issued.

G. Indemnification and Insurance Requirements

The property owner is required to indemnify and save harmless The Town of Grand Lake against any and all damages which may result from the encroachment. Insurance may be required. The certificate of insurance shall be submitted to the Town prior to the execution or issuance of the Encroachment License or Agreement.

Additional Information

The Municipal Code requires the Town to contact all utility companies informing them encroachment requests. Staff sent certified letters to each utility company. Staff has received a request from Xcel Energy for the Owner to contact 811 for locates to ensure there are no utilities in the ROW.

Staff Comments

Due to the steep slope of the hill where the encroachment would be placed, Staff believes that the placement of the rocks would not hinder the future use of the Town right of way. A number of attempts have been made to contact the Owner regarding the request from Xcel Energy for the locates. However, no response has been received as of the posting of this memo. It is within the Board's power to continue this hearing until the locates or approval from Xcel has been received or grant the encroachment with the condition that the Owner provides documentation that the locates have been completed or Xcel is okay with the encroachment.

Staff Recommendation

Staff recommends if the Board grants the encroachment license for the existing improvements, they should adopt the resolution as presented which contains the following conditions:

- 1. The License is limited to the Existing Improvements as shown on the site plan (hereinafter the "Encroachment"); and,*
- 2. The Licensee must maintain the Encroachment at its sole expense; and,*
- 3. This License shall remain in full force and effect for the benefit of the Licensee, their heirs, successors and assigns, until such time as the Town, in its sole determination, determines that this license should end. At such time, within 45 days of the Town providing notice to the Licensee, Licensee shall remove the Encroachment and restore that portion of the Town right of way to pre-existing condition or better at Licensee's expense. The Licensee may perform normal maintenance and repairs to the Encroachment, but may not expand the Encroachment further into or enlarge the Encroachment above the public right-of-way; and,*
- 4. The granting of this License shall not be considered a precedent for any future encroachments; and*
- 5. The granting of this License does not limit any public use of the Cairns Drive right of way; and*



6. The Licensee agrees to pay the License fee to the Town in the amount of One Hundred Dollars (\$100.00); and,
7. To maintain public liability insurance in an amount not less than \$300,000 per person and \$900,000 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 easement.
8. The Licensee delivers the Town a fully executed Encroachment License and Agreement.

Board Discussion

The Board should discuss the public property encroachment request.

Board Action

The Board has several options to consider including:

1. Granting the encroachment request by adopting the resolution; or
2. Grant the request with other conditions; or
3. Deny the request; or
4. Continue the application review to a later date to obtain more information.

Suggested Motions for 816 West Portal Road:

1. **I move to adopt Resolution 25-2023, Consideration To Grant An Encroachment License Into The West Portal Road Right Of Way For Certain Improvements Located Adjacent To Tract: G-1-B; More Commonly Referred To As 816 West Portal Road, as presented.**

Or

2. **I move to adopt Resolution 25-2023, Consideration To Grant An Encroachment License Into The West Portal Road Right Of Way For Certain Improvements Located Adjacent To Tract: G-1-B; More Commonly Referred To As 816 West Portal Road, as presented, with the following conditions _____.**

Or

3. **I move to deny the encroachment request.**

Or

4. **Continue the application to a specific date.**



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
• Email: glplanning@townofgrandlake.com • Website: townofgrandlake.com

PUBLIC PROPERTY ENCROACHMENT APPLICATION FORM

APPLICATION DEADLINE IS NOON, 14 DAYS PRIOR TO THE NEXT REGULARLY SCHEDULED MEETING

PROPERTY INFORMATION

- Name of Applicant: ADRIENNE NIKOLAIEV Email: SCHIEFFERAM@GMAIL.COM
- Address: 7278 S. GRAY CT Phone: 720 273 5796
- City: LITTLETON State: CO Zip: 80128 Fax: _____
- Street Address: 816 W. PORTAL RD. GRAND LAKE
- Legal Description: Lot _____ Block _____ Subdivision _____

TYPE OF REQUEST

- Major Encroachment (structures, driveways, fences, retaining walls, utilities, etc.)
- Minor Encroachment (at-grade natural drainage, landscaping, gardens, trees, hedges, etc.)
- Other (explain below)

DESCRIPTION OF REQUEST:

PLACEMENT OF POLES ON RIGHT OF WAY TO HOLD DRIVEWAY

Utility locate scheduled or completed? YES _____ NO Date scheduled: _____

Utility locate identification number: _____

REQUIRED ATTACHMENTS:

- A site plan showing existing features and proposed features including: structures, utilities, driveways, fences, etc.
- An Agreement for Services
- Deposit

Application Received By: Kim White

Deposit Amount: \$350 ✓

Contacted all utility companies? _____

Completed Indemnification Agreement by property owner holding the Town of Grand Lake harmless?

A copy of the property owner's general liability insurance naming the Town of Grand Lake as an additional insured?

STAFF USE ONLY

Date / Time: 5/26/23

Application Complete? _____

check 2130
road 5/26/23

**TOWN OF GRAND LAKE
AGREEMENT FOR PAYMENT OF
REVIEW AND DEVELOPMENT EXPENSES INCURRED BY THE TOWN
SUBDIVISION, ANNEXATION AND ZONING PROCESS**

THIS AGREEMENT (“the Agreement” is entered into this 26 day of 5, 2023 2023, by and between the Town of Grand Lake, Colorado, a Colorado municipal corporation, (“the Town”) and ADRIENNE NIKOLAEV, a HOME OWNER (homeowner, type of corporation, LLC, etc. if applicable), (collectively, “the Owner”).

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 development review process includes review of all aspects of land use including, but not limited to, annexation, subdivision, zoning, change of land use, installation of public improvements, dedication of lands and the availability of and feasibility of providing utility services;

WHEREAS, the Owner desires to develop the Property and has made application to the Town for approval of subdivision, annexation and/or zoning of the Property, and

WHEREAS, the Parties recognize that the land use fees as specified by the Municipal Code of the Town 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, including, but not limited to managerial, clerical, billing, and review time, 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, engineering 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 hereby agreed as follows:

1. The Town has collected or will collect certain subdivision, annexation and land use fees from the Owner and the Town will apply those fees against the development review expenses incurred by the Town while processing the Owner’s development review proposal. In the event the Town incurs development review 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 be cause for the Town to cease processing the application, cease development of the Property, deny approval of the application, withhold the issuance of building permits or certificates of occupancy 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 bylaw 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 attorneys' 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, engineering fees, attorney fees, consultant fees, fees for administrative time of Town staff, security, permits and easements. Within 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 the 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.

PRINTED OWNER'S NAME: ADRIENNE NIKOLAEV

OWNER OF PROPERTY: 
Signature

TOWN OF GRAND LAKE

By: 
Kimberly White, Community Development Director

Attest:

Alayna Carrell, Town Clerk





West Portal Road

Proposed location
of retaining wall

808

816

904

818

821

829

905

918

919

921

Mountain Ave

800

804

808

812

816



June 21st, 2023

NOTICE OF ENCROACHMENT APPLICATION

NOTICE is hereby given that the Grand Lake Board of Trustees will hold a hearing on Monday, July 10th, 2023 at 6:00 PM, at Grand Lake Town Hall (1026 Park Ave.), to review a major encroachment permit application allowing a rock retaining wall, ranging in height from 3-4', to be constructed in the southern edge of the West Portal Road Right of Way, Colorado (shown in red below).

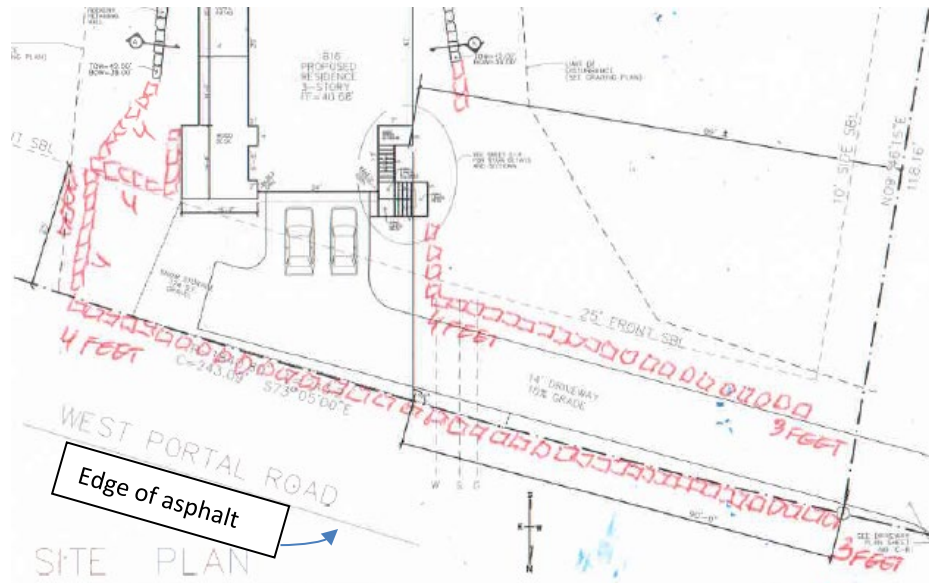
Per Town of Grand Lake municipal code (11-6-1), notice must be given to all utilities prior to the Board of Trustees meeting.

Additional information is available for public inspection by request at cirish@toglco.com. Public comments and participation are both encouraged and welcome, either virtually at the online public meeting, in writing to the Town of Grand Lake, P.O. Box 99, Grand Lake, CO 80447 or by e-mail to cirish@toglco.com.

Sincerely,

Caitrin Irish

Permit Technician



P.O. BOX 99, GRAND LAKE, COLORADO 80447-0099

PH. 970/627-3435

FAX 970/627-9290

E-MAIL town@townofgrandlake.com

From: [Rogers, Tracy \(CONTR\)](#)
To: [Kim White](#); [Caitrin Irish](#)
Subject: RE: [EXTERNAL] NOTICE - Encroachment Application 816 West Portal Road
Date: Thursday, June 22, 2023 8:37:15 AM
Attachments: [image003.png](#)

Caution! This message was sent from outside your organization.

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Good morning,

WAPA has no conflict with this project.

Jhanks,

Tracy Rogers | Realty Technician

Wyandotte Services on contract to
Western Area Power Administration | Rocky Mountain Region | Loveland, CO
(O) 970.461.7654 | (M) 970-237-9873 | [rogers\[at\]wapa.gov](mailto:rogers[at]wapa.gov)



From: Kim White <kwhite@toglco.com>
Sent: Wednesday, June 21, 2023 10:49 AM
To: Rogers, Tracy (CONTR) <Rogers@WAPA.GOV>; Caitrin Irish <Clrish@toglco.com>
Subject: RE: [EXTERNAL] NOTICE - Encroachment Application 816 West Portal Road

Hello Tracy,

I highlighted the area for the retaining boulders in pink on a slightly larger map. I have also included the subdivision property map that shows the easements on file. I hope this helps. Let me know what else you would like to see.

Thank you,

Kim



Kimberly G. White
Community Development Director
Town of Grand Lake - Planning Dept.

O 970-627-3435
C 970-673-3486
townofgrandlake.com



From: Rogers, Tracy (CONTR) <Rogers@WAPA.GOV>
Sent: Wednesday, June 21, 2023 10:40 AM
To: Caitrin Irish <CIrish@toglco.com>
Cc: Kim White <kwhite@toglco.com>
Subject: RE: [EXTERNAL] NOTICE - Encroachment Application 816 West Portal Road

Hello,

We (WAPA) needs to see additional information for the retainer wall. It looks like it may encroach into our easement.

Please send to this email.

Thanks,

Tracy Rogers | Realty Technician

Wyandotte Services on contract to
Western Area Power Administration | Rocky Mountain Region | Loveland, CO
(O) 970.461.7654 | (M) 970-237-9873 | [rogers\[at\]wapa.gov](mailto:rogers[at]wapa.gov)



From: Caitrin Irish <CIrish@toglco.com>
Sent: Wednesday, June 21, 2023 10:16 AM
Cc: Kim White <kwhite@toglco.com>
Subject: [EXTERNAL] NOTICE - Encroachment Application 816 West Portal Road

Hello,

This is a notice for an encroachment application. If you prefer to receive a certified letter by the USPS, please respond with your address and company name and I will update your information.

Please see attached letter of notice for an encroachment hearing scheduled for Monday, July 10th at 6:00 PM, at 1026 Park Avenue, Town Hall, to review a major encroachment permit application for a proposed retaining wall located at Tract: G-1-B, more commonly known as 816 West Portal Road. The encroachment would span the entirety of property in the ROW along West Portal Road.

Per the Town of Grand Lake municipal code (11-6-1), notice must be given to all utilities at least 14 days prior to the Board of Trustees meeting.

Additional information is available for public inspection by request at cirish@toglco.com. Public comments and participation are both encouraged and welcome, either at the public meeting or in writing to the Town of Grand Lake, P.O. Box 99, Grand Lake, CO 80447 or by e-mail to cirish@toglco.com.

Caitrin Irish
Permit Tech – Administrative Assistant
Town of Grand Lake
P. O. Box 99
Grand Lake, CO 80447
P. 970-627-3435
F. 970-627-9290
www.townofgrandlake.com



[Nightly Rental Information](#)

From: [Katie Nicholls](#)
To: [Caitrin Irish](#)
Subject: RE: NOTICE - Encroachment Application 816 West Portal Road
Date: Thursday, June 22, 2023 7:24:40 AM

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Hi Caitrin,

No issues with us, there is no sewer line in that area.

Thanks and have a nice day!

Katie

Katie Nicholls

District Manager
Three Lakes Water and Sanitation District
PO Box 899, Grand Lake, CO 80447
(P) 970-627-3544 (F) 970-627-3448
katie@threelakesws.com
<https://threelakesws.colorado.gov>

From: Caitrin Irish <Clrish@toglco.com>
Sent: Wednesday, June 21, 2023 10:16 AM
Cc: Kim White <kwhite@toglco.com>
Subject: NOTICE - Encroachment Application 816 West Portal Road

Hello,

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Caitrin Irish

Permit Tech – Administrative Assistant

Town of Grand Lake

P. O. Box 99

Grand Lake, CO 80447

P. 970-627-3435

F. 970-627-9290

www.townofgrandlake.com



[Nightly Rental Information](#)

From: [Kim White](#)
To: [Gittins, Julie K](#)
Cc: [Caitrin Irish](#)
Subject: RE: NOTICE - Encroachment Application 816 West Portal Road
Date: Friday, June 23, 2023 3:16:20 PM
Attachments: [image002.png](#)

Sorry, I just saw this. I will have the home owner get locates.
Kim

Kimberly G. White
Community Development Director
Town of Grand Lake - Planning Dept.
O 970-627-3435
C 970-673-3486
townofgrandlake.com



From: Gittins, Julie K <Julie.K.Gittins@xcelenergy.com>
Sent: Thursday, June 22, 2023 4:10 PM
To: Kim White <kwhite@toglco.com>; Caitrin Irish <Clrish@toglco.com>
Subject: RE: NOTICE - Encroachment Application 816 West Portal Road

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Kim,

Sounds like there is already a designer involved so I will back out and let him and Sitewise handle it. A lot of times it will show black because it has not posted in our system, but it has been installed. Locates will need to be done by the homeowner to determine that.

Have a great day!

Julie Gittins
Xcel Energy
Design Planner, Mountain Division
583 E. Jasper Ct., PO Box 528 Granby, CO 80446
P: 970-262-4014 C: 970-409-7613
E: Julie.K.Gittins@xcelenergy.com
Direct Supervisor: Kyle.C.Alsup@xcelenergy.com
My *Office Hours*: **Tuesday thru Friday, 6:00 – 4:30 pm**

From: Kim White <kwhite@toglco.com>
Sent: Thursday, June 22, 2023 4:02 PM
To: Gittins, Julie K <Julie.K.Gittins@xcelenergy.com>; Caitrin Irish <Clrish@toglco.com>

Subject: RE: NOTICE - Encroachment Application 816 West Portal Road

EXTERNAL - STOP & THINK before opening links and attachments.

Hi Julie,

I have CC-ed you on an email with Sitewise, who is currently in the process of trying to get a gas line to 808 and 816 Portal. They seem to think that the gas line in your drawing is proposed by them and does not exist. I am hoping that Xcel and Sitewise can speak and clarify this and then let the Town know.

Kind regards,

Kim

Kimberly G. White

Community Development Director
Town of Grand Lake - Planning Dept.

O 970-627-3435

C 970-673-3486

townofgrandlake.com



From: Gittins, Julie K <Julie.K.Gittins@xcelenergy.com>

Sent: Thursday, June 22, 2023 11:39 AM

To: Caitrin Irish <Clrish@toglco.com>

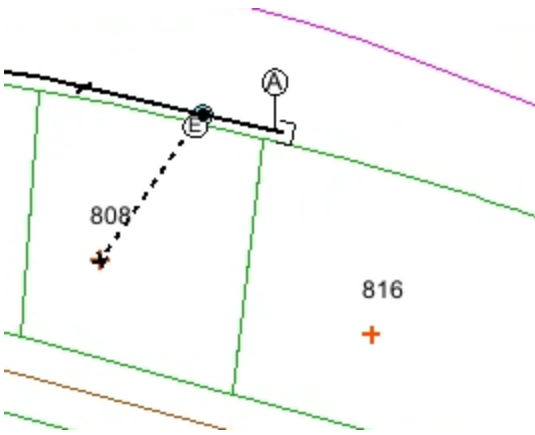
Cc: Kim White <kwhite@toglco.com>

Subject: RE: NOTICE - Encroachment Application 816 West Portal Road

Caitrin,

Good afternoon!

Xcel has reviewed the request for encroachment. We currently show a gas main at or just inside the NW property corner (based on the snip it below) that may be impacted by a retaining wall. The applicant will need to get locates done to make sure they know exactly where that line is. No retaining wall can be built over a gas main.



For future reference, we cannot install gas main under or cross under any retaining wall and prefer not to be under any asphalt which may affect access to gas if they want it in the future. The gas main on the NW corner may need to be extended, in a dedicated utility easement outside of ROW, across the front of their property to the NE corner if they decide to apply for service.

Please let me know if you have any questions.

Have a great day!

Julie Gittins

Xcel Energy

Design Planner, Mountain Division

583 E. Jasper Ct., PO Box 528 Granby, CO 80446

P: 970-262-4014 C: 970-409-7613

E: Julie.K.Gittins@xcelenergy.com

Direct Supervisor: Kyle.C.Alsup@xcelenergy.com

My Office Hours: Tuesday thru Friday, 6:00 – 4:30 pm

From: Caitrin Irish <Clrish@toglco.com>

Sent: Wednesday, June 21, 2023 10:16 AM

Cc: Kim White <kwhite@toglco.com>

Subject: NOTICE - Encroachment Application 816 West Portal Road

You don't often get email from cirish@toglco.com. [Learn why this is important](#)

EXTERNAL - STOP & THINK before opening links and attachments.

Hello,

This is a notice for an encroachment application. If you prefer to receive a certified letter by the USPS, please respond with your address and company name and I will update your information.

Please see attached letter of notice for an encroachment hearing scheduled for Monday, July 10th at 6:00 PM, at 1026 Park Avenue, Town Hall, to review a major encroachment permit application for a proposed retaining wall located at Tract: G-1-B, more commonly known as 816 West Portal Road. The encroachment would span the entirety of property in the ROW along West Portal Road.

Per the Town of Grand Lake municipal code (11-6-1), notice must be given to all utilities at least 14 days prior to the Board of Trustees meeting.

Additional information is available for public inspection by request at cirish@toglco.com. Public comments and participation are both encouraged and welcome, either at the public meeting or in writing to the Town of Grand Lake, P.O. Box 99, Grand Lake, CO 80447 or by e-mail to cirish@toglco.com.

Caitrin Irish

Permit Tech – Administrative Assistant

Town of Grand Lake

P. O. Box 99

Grand Lake, CO 80447

P. 970-627-3435

F. 970-627-9290

www.townofgrandlake.com



[Nightly Rental Information](#)

From: [Caitrin Irish](#)
To: schiefferam@gmail.com
Cc: [Kim White](#)
Subject: RE: NOTICE - Encroachment Application 816 West Portal Road
Date: Monday, July 3, 2023 11:39:00 AM
Attachments: [image002.png](#)
Importance: High

Adrienne,

The Town has yet to receive a reply or results of the locates for your Encroachment Application. It is imperative we receive those to move forward with the application process.

Please respond to this email as soon as possible.

Thank you,

Caitrin Irish
Permit Tech – Administrative Assistant
Town of Grand Lake
P. O. Box 99
Grand Lake, CO 80447
P. 970-627-3435
F. 970-627-9290
www.townofgrandlake.com



[Nightly Rental Information](#)

From: Caitrin Irish
Sent: Thursday, June 29, 2023 3:52 PM
To: schiefferam@gmail.com
Cc: Kim White <kwhite@toglco.com>
Subject: RE: NOTICE - Encroachment Application 816 West Portal Road
Importance: High

Hello Again Adrienne,

I wanted to make sure you received my pervious email. We are hoping to have this presented to the Board of Trustees July 10th. However if we do not have the results of the located, we will have to continue it to the next meeting at the end of July.

Thank you,

Caitrin Irish

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[Nightly Rental Information](#)

From: Caitrin Irish
Sent: Thursday, June 22, 2023 1:17 PM
To: schiefferam@gmail.com
Cc: Kim White <kwhite@toglco.com>
Subject: FW: NOTICE - Encroachment Application 816 West Portal Road

Hello Adrienne,

Per the Town of Grand Lake municipal code, we are required to notice all utility providers of any encroachment application.

We have received a response from Xcel Energy concerned about the location of a gas main near your property. Before we can proceed with the application and you can proceed with the retaining wall, we will need you to contact 811 for a locate of the area.

Once that has been completed, could you please forward the results to us so we can with the application process. Please reach out with any questions.

Thank you,

Caitrin Irish
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[Nightly Rental Information](#)

From: Gittins, Julie K <Julie.K.Gittins@xcelenergy.com>
Sent: Thursday, June 22, 2023 11:39 AM
To: Caitrin Irish <Clrish@toglco.com>
Cc: Kim White <kwhite@toglco.com>
Subject: RE: NOTICE - Encroachment Application 816 West Portal Road

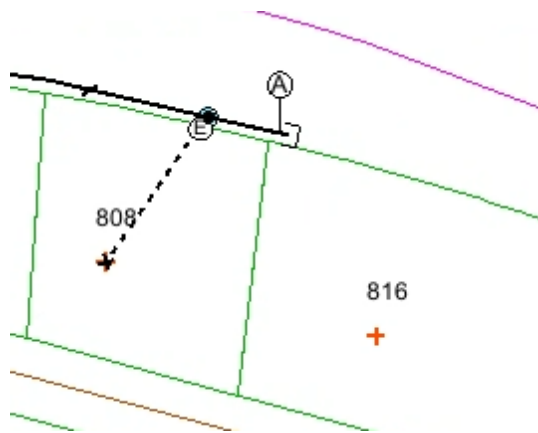
Caution! This message was sent from outside your organization.

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Caitrin,

Good afternoon!

Xcel has reviewed the request for encroachment. We currently show a gas main at or just inside the NW property corner (based on the snip it below) that may be impacted by a retaining wall. The applicant will need to get locates done to make sure they know exactly where that line is. No retaining wall can be built over a gas main.



For future reference, we cannot install gas main under or cross under any retaining wall and prefer not to be under any asphalt which may affect access to gas if they want it in the future. The gas main on the NW corner may need to be extended, in a dedicated utility easement outside of ROW, across the front of their property to the NE corner if they decide to apply for service.

Please let me know if you have any questions.

Have a great day!

Julie Gittins

Xcel Energy

Design Planner, Mountain Division

583 E. Jasper Ct., PO Box 528 Granby, CO 80446

P: 970-262-4014 C: 970-409-7613

E: Julie.K.Gittins@xcelenergy.com

Direct Supervisor: Kyle.C.Alsup@xcelenergy.com

My Office Hours: Tuesday thru Friday, 6:00 – 4:30 pm

From: Caitrin Irish <CIrish@toglco.com>
Sent: Wednesday, June 21, 2023 10:16 AM
Cc: Kim White <kwhite@toglco.com>
Subject: NOTICE - Encroachment Application 816 West Portal Road

You don't often get email from cirish@toglco.com. [Learn why this is important](#)

EXTERNAL - STOP & THINK before opening links and attachments.

Hello,

This is a notice for an encroachment application. If you prefer to receive a certified letter by the USPS, please respond with your address and company name and I will update your information.

Please see attached letter of notice for an encroachment hearing scheduled for Monday, July 10th at 6:00 PM, at 1026 Park Avenue, Town Hall, to review a major encroachment permit application for a proposed retaining wall located at Tract: G-1-B, more commonly known as 816 West Portal Road. The encroachment would span the entirety of property in the ROW along West Portal Road.

Per the Town of Grand Lake municipal code (11-6-1), notice must be given to all utilities at least 14 days prior to the Board of Trustees meeting.

Additional information is available for public inspection by request at cirish@toglco.com. Public comments and participation are both encouraged and welcome, either at the public meeting or in writing to the Town of Grand Lake, P.O. Box 99, Grand Lake, CO 80447 or by e-mail to cirish@toglco.com.

Caitrin Irish
Permit Tech – Administrative Assistant
Town of Grand Lake
P. O. Box 99
Grand Lake, CO 80447
P. 970-627-3435
F. 970-627-9290
www.townofgrandlake.com



[Nightly Rental Information](#)

**TOWN OF GRAND LAKE
RESOLUTION 25-2023**

**A RESOLUTION GRANTING ENCROACHMENT LICENSE INTO THE RIGHT OF WAY
FOR RETAINING WALL LOCATED ADJACENT TO TRACT G-1B, MORE COMMONLY
REFERRED TO AS 816 WEST PORTAL ROAD, GRAND LAKE,
COLORADO**

WHEREAS, Municipal Code 11-6-1 Public Property Encroachments states:

- (A) Encroachment Defined - An encroachment is any item that is placed, erected or built on the public right-of-way by a private property owner. A property owner shall seek permission from the Town to encroach onto Rights of Ways or municipal property prior to the encroachment occurring. Where an encroachment exists without Town approval, the owner shall be required to remove the encroachment at his own expense or seek permission from the Town for the encroachment to remain.*
- (B)1. Major Encroachments are considered encroachments that are more permanent in nature. Examples include, but are not limited to: buildings or structures, driveways, fences and retaining walls, decks and patios, some components of public utilities, as well as other immovable objects other than minor landscaping.*
- (C) Indemnification and Insurance Requirements
The property owner is required to indemnify and save harmless The Town of Grand Lake against any and all damages which may result from the encroachment. Insurance may be required. The certificate of insurance shall be submitted to the Town prior to the execution or issuance of the Encroachment License or Agreement.*

WHEREAS, Adrienne Nikolaev (hereinafter the “Applicant”) are the owners of Tract: G-1-B, more commonly known as 816 West Portal Road (hereinafter the “Property”); and,

WHEREAS, the Town of Grand Lake (hereinafter the “Town”) received an Encroachment Permit Application from the Applicant; and,

WHEREAS, the Applicant Proposed constructing a retaining wall along the north edge of their property line (hereinafter the “Encroachment”) into the Right of Way adjacent (North) to the Property for the purposes of constructing a driveway; and,

WHEREAS, the Town caused certified letters to all utilities to be mailed 15 days prior to the hearing.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE, COLORADO:

THAT, in granting said Encroachment License (hereinafter the “License”), the Town reserves to itself the right to construct, reconstruct and maintain all municipal utilities and permanent improvements, and further reserves the same right to all utility companies operating under a Town franchise or paying utility occupation tax to the Town; and,

THAT, a License is hereby granted to the Applicant (hereinafter the “Licensee”) for the purpose of allowing certain encroachments into the Right of Way for the Encroachment subject to the following conditions:

1. The License is limited to the encroachments as shown in the attached Exhibit A (hereinafter the “Encroachment”); and
2. The Encroachment complies with the requirements of Municipal Code; and
3. The Licensee must maintain the Encroachment at its sole expense; and
4. This License shall remain in full force and effect for the benefit of the Licensee, their heirs, successors, and assigns, until such time as the Town, in its sole determination, determines that this license should end. At such time, within 45 days of the Town providing notice to the Licensee, Licensee shall remove the Encroachment and restore that portion of the Right of Way to pre-existing condition or better at Licensee’s expense. The Licensee may perform normal maintenance and repairs to the Encroachment; and
5. The granting of this License shall not be considered a precedent for any future encroachments; and
6. The granting of this License does not limit any public use of the Right of Way; and
7. The Licensee agrees to pay the License fee to the Town in the amount of One Hundred Dollars (\$100.00); and
8. The Licensee agrees to maintain public liability insurance in an amount not less than \$300,000 per person and \$900,000 per accident to protect Licensee and the Town from any liability to the public as a result of the encroachment onto the 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 easement.
9. The Licensee delivers the Town a fully executed Encroachment License and Agreement attached as Exhibit B; and,
10. In the unlikely event a utility company contacts the Town, in a reasonable period of time from notification, with justifiable objections to this License; Board review may be required.

DULY MOVED, SECONDED, AND ADOPTED BY THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE, COLORADO THIS 10th DAY OF JULY, 2023.

Votes Approving:
Votes Opposing:
Absent:
Abstained:

ATTEST:

TOWN OF GRAND LAKE

Alayna Carrell,
Town Clerk

Stephen Kudron,
Mayor

ENCROACHMENT LICENSE AND AGREEMENT

THIS ENCROACHMENT LICENSE AND AGREEMENT (“the Agreement”) is entered into this 10th day of July 2023, by and between the Town of Grand Lake, a Colorado municipal corporation, (“the Town”) and Adrienne Nikolaev (collectively the “Licensee”).

WHEREAS, Licensee is the owner of, 816 West Portal Road, Town of Grand Lake, Colorado, and has proposed to construct certain structures that encroach on the Right of Way adjacent to the Licensee’s property; and

WHEREAS, the Licensee’s encroachment into the Right of Way may not interfere with the Town’s current use of the Right of Way at this time, and

NOW THEREFORE, in consideration of the promises and agreements hereinafter set forth it is agreed as follows:

1. The Town hereby grants to Licensee, its successors and assigns, a license to encroach on and into the Town’s right-of-way, to the degree and in the manner that the Licensee’s improvements encroach as of the date of this Agreement, as follows:
 - A. The Town may, upon determining that the Town intends to use the Right of Way for Town purposes, give 45 days written notice to Licensee, requiring that retaining wall be removed from the Right of Way be returned to its natural condition.
 - B. Under no circumstances shall the retaining wall be altered or moved in a manner that increases the amount of encroachment onto the Right of Way.
 - C. The right to use and occupy a portion of the Right of Way under the provisions of this Agreement is specifically limited to the improvements currently located thereon.
 - D. The use of the improvements shall be consistent with the zoning district in which it is located as defined by the Town’s zoning code.
 - E. All repairs to the property shall comply with the Town’s building code and all other applicable codes.

2. The Town expressly reserves to itself the right to construct, reconstruct and maintain all municipal utilities and permanent improvements, and further reserves the same right to all utility companies operating under a Town franchise or paying utility occupation tax to the Town.
3. In consideration for the Town granting this license to Licensee, Licensee agrees:
 - A. This Agreement shall remain in full force and effect for the benefit of the Licensee, their heirs, successors and assigns, until such time as the Town, in its sole determination, determines that this Agreement should end. At such time, within 45 days of the Town providing notice to the Licensee, Licensee shall remove the encroachment, shown on Exhibit A, attached hereto. Licensee shall return the area where the encroachment is currently located to its natural condition and to clean up and remove all debris associated with the encroachment or its removal.
 - B. Within 30 days of the date of this Agreement, to clean up all areas of the Right of Way shown on Exhibit A, attached hereto, as well as the Licensee's adjacent property, and thereafter to keep such areas neat and free from trash, debris or dead growth.
 - C. To maintain public liability insurance in an amount not less than \$300,000 per person and \$900,000 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 easement. In addition, Licensee, its 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 license asserted or established against the Right of Way.
4. In the event the Licensee fails to remove all improvements from the Right of Way as provided herein, then and in that event, the Town shall be entitled to take all reasonable steps to remove such improvements and Licensee agrees to reimburse the Town for all costs and expenses incurred in removing such improvements. In the event the Licensee fails 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 Licensee's 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.

5. Subject to the conditions set forth herein, this Agreement 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.
6. 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 Agreement the Town does not waive and does not intend to waive any of its rights or protections under the Act.
7. By entering into this Agreement, Licensee expressly acknowledges that its interest in the Right of Way is limited to a license to encroach thereon with the permission of the Town and that neither Licensee’s use of any portions of the Right of Way or use of portions of such Right of Way by any of Licensee’s 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 any other basis, and that the sole basis for Licensee’s right and claim to use the portions of the Right of Way shall be this Agreement.

ATTEST:

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

Alayna Carrell, Town Clerk

By: _____
Stephan Kudron, Mayor

LICENSEE:

Adrienne Nikolaev

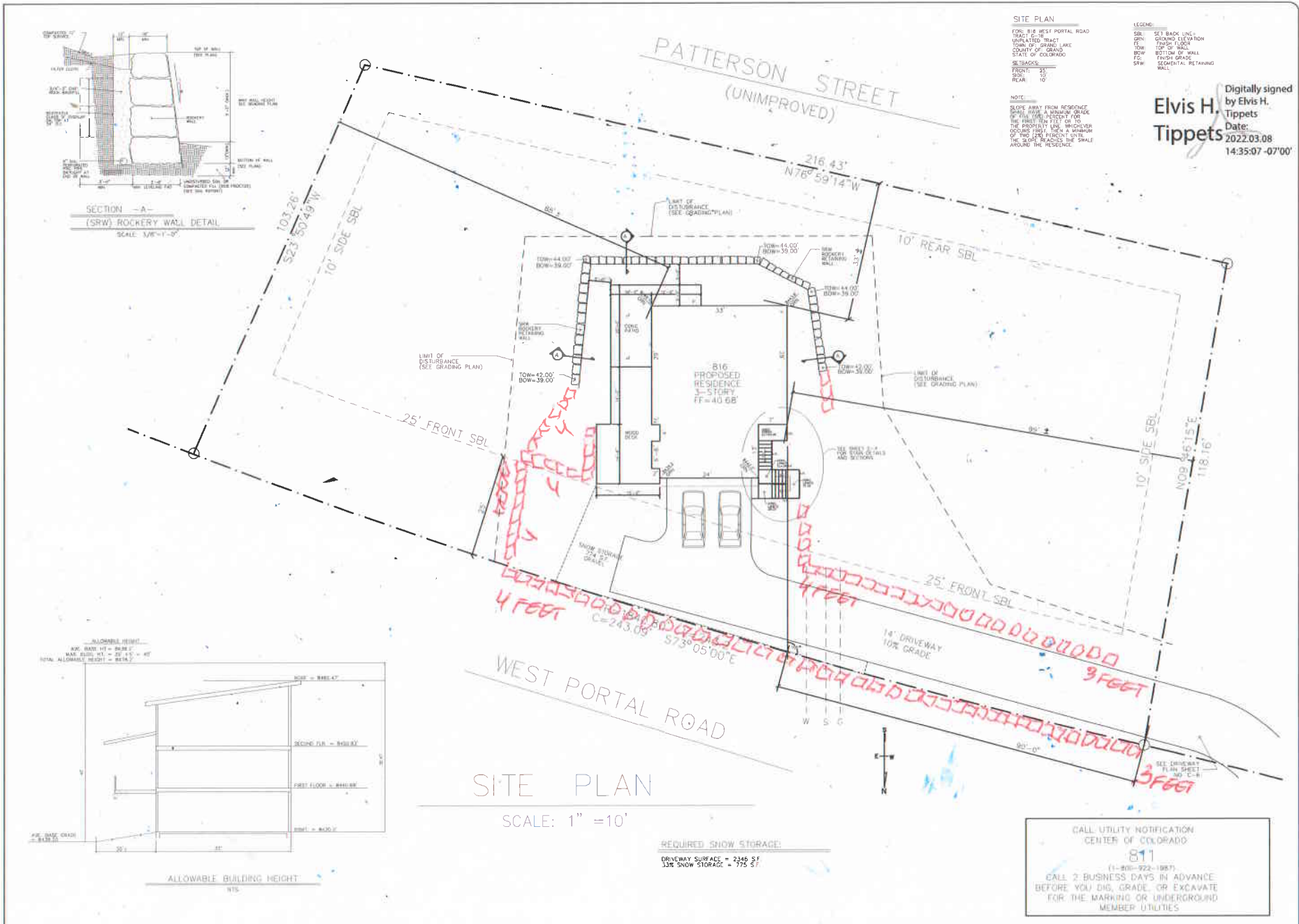
STATE OF COLORADO)
) SS
COUNTY OF GRAND)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by_____.

Witness my hand and official seal.

Notary Public

My Commission Expires:_____



SITE PLAN

FOR: 816 WEST PORTAL ROAD
 GRAND LAKE TRACT
 TOWN OF GRAND LAKE
 COUNTY OF GRAND
 STATE OF COLORADO

SECTIONS:
 FRONT: 25'
 REAR: 10'

NOTE:
 SLOPE AWAY FROM RESIDENCE
 SHALL HAVE A MINIMUM GRADE
 OF 1% UNLESS NOTED OTHERWISE.
 THE FIRST TEN FEET OF THE
 PROPERTY USE, INCLUDING
 SIDEWALKS, SHALL BE A MINIMUM
 OF TWO PERCENT UNLESS
 THE SLOPE TRACKS THE GRADE
 AROUND THE RESIDENCE.

LEGEND:
 SBL: SET BACK LINE
 SP: SIDEWALK
 FL: FINISH FLOOR
 TO: TOP OF WALL
 BO: BOTTOM OF WALL
 FG: FINISH GRADE
 SRW: SEGMENTAL RETAINING WALL

Digitally signed
 by Elvis H. Tippetts
 Date: 2022.03.08
 14:35:07 -07'00'



E.H. TIPPETTS COMPANY
 CONSULTING ENGINEER
 9605 W. 49TH AVE.
 WHEAT RIDGE, CO. 80033
 303-420-5020

THE SCHEFFER
 FAMILY TRUST
 COURT
 7278 SO. GRAY
 LITTLETON, CO. 80028

SITE PLAN FOR:
 816 WEST PORTAL ROAD
 GRAND LAKE, CO. 80447
 TRACT G1-B

DATE: 12-20-21
 SCALE: AS NOTED
 DRAWN BY: CARL
 REVIEWED: J-04-22 GHS

C-2

JOB NO 220-1328

CALL UTILITY NOTIFICATION
 CENTER OF COLORADO
 811
 (1-800-922-1887)
 CALL 2 BUSINESS DAYS IN ADVANCE
 BEFORE YOU DIG, GRADE, OR EXCAVATE
 FOR THE WARNING OR UNDERGROUND
 MEMBER UTILITIES

REQUIRED SNOW STORAGE:
 DRIVEWAY SURFACE = 2345 SF
 13% SNOW STORAGE = 775 SF

SITE PLAN
 SCALE: 1" = 10'

