



Town of Grand Lake

Planning Department

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ZONING VARIANCE REQUEST APPLICATION

PROPERTY LOCATION:

Street Address: 225 Mountain Avenue

Legal Description: Lot 2 Block 39 Subdivision Grand Lake

PROPERTY OWNER INFORMATION:

Name: Daniel Eppich Email: eppichs@gmail.com

Mailing Address: 1229 E. Jamison Ave Phone: 303-887-2457

City: Centennial State: CO Zip: 80122 Fax: _____

APPLICANT INFORMATION:

Is the Applicant the Property Owner? ☒ YES ☐ NO

Name: Same as above

Email: _____

Mailing Address: _____

Phone: _____

City: _____

State: _____

Zip: _____

Fax: _____

CONTACT INFORMATION:

Is the Contact Person the Applicant? ☒ YES ☐ NO

Contact Person (if not Applicant): Same as above Email: _____

Mailing Address: _____

Phone: _____

City: _____

State: _____

Zip: _____

Fax: _____

VARIANCE REQUEST (Brief Description):

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)

N/A ☐ 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 Variance Request to be revoked immediately without notice or hearing.

Print Name: Daniel Eppich

Signature: Dan Eppich

Date: 8/29/2024

STAFF USE ONLY

Application Received By: 8/30/24 Date & Time: 9/10/24

File Name: _____

Deposit

YES ☐ NO ☒

Amount: \$

\$75 Fee

Agreement for Services Form Signed? ☐ YES ☐ NO

check 1951



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

THIS AGREEMENT ("the Agreement" is entered into this 29th day of August, 2024, by and between the Town of Grand Lake, Colorado, a Colorado municipal corporation, ("the Town") and Dan Eppich, a Homeowner (homeowner, type of corporation, LLC, etc. if applicable), (collectively, "the Applicant").

WHEREAS, the Applicant owns, or has rights to the possession and use of, certain property situated in Grand County, Colorado described on Exhibit A, attached hereto and incorporated herein by reference, ("the Property");

WHEREAS, the development and land use 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, conditional uses, dedication of lands and the availability of and feasibility of providing utility services;

WHEREAS, the Applicant desires to develop or conduct a conditional use on the Property and has made application to the Town for approval of subdivision, annexation, conditional use, 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 review process until final completion of the development or conditional use 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 Applicant and the Town will apply those fees against the review expenses incurred by the Town while processing the Applicant's development review or conditional use proposal. In the event the Town incurs review expenses greater than the monies collected from the Applicant, the Applicant agrees to reimburse the Town for the additional expenses and fees upon submittal of an invoice. Applicant shall pay all invoices submitted by the Town within ten (10) days of the Town's delivery of such invoice. Failure by the Applicant 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, conditional use 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 Applicant 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 Applicant and file such notices as are required by the Town's regulations. The Applicant shall be liable for all costs incurred by the Town in terminating the processing of the application.
3. If the Applicant 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 Applicant 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 review of the application throughout the review process. Statements of expenses incurred will be made available to the Applicant by the Town. Expenses to be charged to the Applicant'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 Applicant with a statement of account and will refund to the Applicant any funds paid by the Applicant that were not expended by the Town, except where the Parties expressly agree to the contrary.
5. Applicant's obligation to pay the costs and expenses provided for in this Agreement shall exist and continue independent of whether the Applicant's application, or any part thereof, is approved, approved with conditions, denied, withdrawn, or terminated by the Town or the Applicant prior to a final decision in the process.

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

PRINTED APPLICANT'S NAME: Dan Eppich

APPLICANT'S SIGNATURE: *Dan Eppich*
Signature

TOWN OF GRAND LAKE

By: *[Signature]*
Kim White, Community Development Director

S E A L

Attest: *[Signature]*
Alayna Carrell, Town Clerk

Variance Request

Address: 225 Mountain Avenue

Owner: Daniel and Melissa Eppich

Variance Request description:

This property has three entry stairways that have reached the end of their useful life and need to be replaced. All three of these stairways are partially located in the setbacks. Please see the Site Plan Detail for a visual representation. The setbacks for this property are 25 ft in the front and 10 ft on each side.

We would like to replace these stairways with minimal changes to make them safe to use and keep the property in good working order. We are requesting a variance for the new stairways to encroach into the setbacks as detailed below:

Specifically, the front (south-facing) stairway and landing is to be replaced with the same dimensions. This maintains an encroachment into the front setback of approximately 2-1/2 ft.

The left (west-facing) stairway is to be replaced with a new stairway and 3 ft deep landing. The addition of the landing will make the existing encroachment into the side setback increase from 4 ft to 5-1/2 ft.

The right (east-facing) stairway and deck is to be replaced with a slightly narrower deck. The existing deck is 5 ft wide; the new deck will only be 4 ft wide. This reduces the encroachment of the deck into the side setback from 2 ft to 1 ft. The existing stairway which extends east towards the property line and encroaches into the setback by 6 ft will be removed and relocated in line with the new deck. This will reduce the encroachment from 6 ft to 1 ft where the new deck will end.

Explanation of Hardship:

Due to the location of the entry doors into the house, there are no other locations for the stairways that would encroach less into the setbacks. While repair of the existing structures would not necessitate this variance request, the current, poor condition of the framing and supports is such that replacement of these structures is the only reasonable solution to making them safe and durable. The footers for these structures are currently concrete blocks sitting on the ground, not footers that extend below frostline as required by code.

The new landing on the left (west-facing) stairway is needed to comply with current building code. It is also necessary for the stairway and landing to be straight (without a turn in the stairway like the other two) to allow reasonable movement of large furniture and appliances into or out of the house.

Site Plan Detail

side
setback

Side
Setback

Existing stairs removed & incorporated into deck walk-way

Edge of new deck

Edge of
existing deck

← Front Setback

PROpane
TANK

GRAVEL
DRIVEWAY

STAIRS &
ENTRANCE
LANDING

ROCK WALL
(TYPICAL)

CHIMNEY

#225
MOUNTAIN AVE
1 STORY
SINGLE FAMILY

End of existing stairs

150' (P)
S11°59'49"W 150

150' (P)

S11°59'53"W 150.03' (AM)

S78°2

N77°31'17"W 50.07' (AM)

50' (P)

