



Community Planning & Permitting

Courthouse Annex • 2045 13th Street • Boulder, Colorado 80302 • Tel: 303.441.3930

Mailing Address: P.O. Box 471 • Boulder, Colorado 80306 • www.bouldercounty.org

BOARD OF COUNTY COMMISSIONERS Business Meeting

Tuesday, December 6, 2022 – 10:30 AM
Third Floor Hearing Room,
Boulder County Courthouse

FROM: Denise Grimm, Staff Planner

RE: Approval of grant applications under Boulder County Historic Landmark Rehabilitation Grant Program (2022 Grant Round)

HPG-22-0004: Bishop Gallery – reroof of second structure

Request: Historic Preservation Grant for reroof of the second structure
Location: 9889 Peak to Peak Hwy
Zoning: Forestry (F) Zoning District
Owners: David and Rebecca Braun

Proposed work: reroof of second structure on property.

Grant Requested: \$5,452.50

Match: \$5,452.50

Recommend APPROVAL: \$5,452.50

BACKGROUND

This is an Historic Preservation Grant request for the landmarked Bishop Gallery. The grant request is for \$5,452.50, and it is being matched by the owner with \$5,452.50, with the total project at \$10,905.00. This grant request is for a contractor to do the reroof of the second structure. Please find attached maps, the staff report from landmarking, some photos, and grant request with the bid contract

HPAB and staff recommend approval.

**BOULDER COUNTY
HISTORIC LANDMARK REHABILITATION
GRANT PROGRAM**

APPLICATION

The following information must be provided to ensure adequate review of your proposal. Please type or print answers to each question. Please keep your responses brief.

1. OWNER/APPLICANT INFORMATION

Owner or Organization

- a. Name: David Braun
- b. Mailing Address: 1625 Cleveland Ave
- c. Telephone: 970-820-7728
- d. Email: braun1625@gmail.com

Applicant/Contact Person (if different than owner)

- a. Name: _____
- b. Mailing Address: _____
- c. Telephone: _____
- d. Email: _____

2. PROPERTY INFORMATION

- a. Landmark Address: 9889 Hwy 7, Allenspark CO 80510
- b. Name of the landmarked property:

- c. Primary Use of Property (check one): Non-Residential
 Residential

3. **PROJECT DESCRIPTION** (Please do not exceed space provided below.)

- a. Provide a brief description of the proposed scope of work.

Remove old shingles and replace with new ones

* The original application was to do all the roof, both buildings, myself. However time and cost only allowed me to do the smaller building.

- b. Describe how the work will be carried out and by whom. Include a description of elements to be rehabilitated or replaced and describe preservation work techniques that will be used.

Davis Enterprises Roofing, LLC

- Remove asphalt T-lock shingles and replace with Owens Corning Duration
- Remove felt underlayment and replace with synthetic
- Install ice/water shield for two rows over eaves
- Install drip edge

- c. Explain why the project needs rehabilitation grant funds now. Include a description of community support and/or community benefits, if any.

Leaking and missing / torn shingles

Leaking occurs in the gallery when we open it up to the public

4. DESCRIPTION OF REHABILITATION

Feature A	
Name of Architectural Feature: <u>roof</u> Describe feature and its condition: <i>tear and missing shingles that is causing leaking</i>	Describe proposed work on feature: <i>strip old shingles and felt and replace with synthetic underlayment and new shingles</i>
Feature B	
Name of Architectural Feature: _____ Describe feature and its condition:	Describe proposed work on feature:
Feature C	
Name of Architectural Feature: _____ Describe feature and its condition:	Describe proposed work on feature:

5. COST ESTIMATE OF PROPOSED WORK

*Please provide a budget that includes accurate estimated costs of your project. Include an **itemized breakdown** of work to be funded by the grant and the work to be funded by the applicant. Include only eligible work elements. Use additional sheets as necessary. (Please reference this section in your contractor's bid attachment).*

Feature	Work to be Funded	Grant Cost	Applicant Cost
A.		\$ 5,452.50	\$ 5,452.50
B.		\$	\$
C.		\$	\$
D.		\$	\$
E.		\$	\$
F.		\$	\$
G.		\$	\$
H.		\$	\$
I.		\$	\$
J.		\$	\$
K.		\$	\$
Subtotal Grant Cost/Applicant Cost		\$	\$
Total Project Cost			\$ 10,905

If partial grant funding were awarded, would you complete your project?

- YES NO

6. ADDITIONAL MATERIALS REQUIRED

Below is a list of the items that must be submitted along with this application:

- a. One set of photographs or slides for each feature as described in Item 4 "Description of Rehabilitation". Please label the backside of each photograph with the address of your property and the feature number.
- b. A construction bid if one has been made for your project (recommended).
- c. Working or scaled drawings, spec sheets, or materials of the proposed work if applicable to your project.

7. ASSURANCES

The Owner and Applicant hereby agree and acknowledge that:

- A. Grant recipients agree to supply at least an equal match to the grant amount.
- B. Funds received as a result of this application will be expended solely on described projects, and must be completed within established timelines.
- C. The subject structure must have Boulder County landmark designation or be a contributing structure in a local landmark district.
- D. Grant funds and matching funds may be spent only for exterior rehabilitation of the structure, *unless specifically approved for a landmarked interior.*
- E. Neither grant monies nor matching funds may be spent for the installation of or rehabilitation of signage, interior rehabilitation or decorations, building additions, or the addition of architectural or decorative elements, which were not part of the original historic structure.
- F. All work must comply with the standards and/or guidelines of the County and the United States Secretary of the Interior for the rehabilitation of historic resources.
- G. Grant recipients must submit their project for any required design review by the Historic Preservation Advisory Board and any required building permits before construction work is started.
- H. All work approved for grant funding must be completed even if partially funded through the Landmark Rehabilitation Grant Program.
- I. Grant recipients will receive disbursement of grant funds not sooner than thirty (30) days after all work has been completed and approved, receipts documenting the costs of the work have been submitted to the County, and physical inspection has been completed by the County.
- J. The award and disbursement of this grant shall be governed by the provisions of the Boulder County Commissioners establishing the Landmark Rehabilitation Grant Program as an ongoing project of the County.
- K. The owner agrees to maintain the property after rehabilitation work has been completed.
- L. The grants funds will be considered taxable income in the year that the reimbursement occurs.

Signature of Applicant (if different than owner)

David A. B.

Signature of Legal Owner

Date

9.19.22

Date

Davis Enterprises Roofing, LLC

Alan Davis
(720) 917-4919

General Construction Service Agreement

PARTIES

- This General Construction Service Agreement (hereinafter referred to as the “**Agreement**”) is entered into on _____9/8/22 the “**Effective Date**”), by and between David Braun____, with an address of 9889 Hwy 7, Allenspark CO 80510____ (hereinafter referred to as the “**Customer**”), and _Davis Enterprises Roofing, LLC____, with an address of 570 N Downing St, Denver, CO 80218 (hereinafter referred to as the “**Contractor**”) (collectively referred to as the “**Parties**”).

SCOPE OF WORK

- The Contractor agrees to perform the following work:
 1. Remove Asphalt “T-Lock” shingles and replace with Owens Corning Duration - Desert Tan Shingles on gallery building and entire cabin building
 2. Remove existing felt underlayment and replace with Synthetic underlayment
 3. Install Ice/Water shield for two rows over eaves and around penetrations
 4. Install customer provided drip edge metal on rakes on gallery building
 5. Replace any rotten wood decking as needed (this will be at an additional cost)
 - *6. (Change Order) - Re-flashed river-rock chimney with Karnak Flex and 3-course mesh both sides and top side to ensure water tight - \$835

QUALITY ASSURANCE

- The Contractor assures the Customer of using experienced and trained workmen and decent quality material in roofing tasks.
- The Contractor further promises to complete the work in accordance with the industry’s standard practices.
- Further, the Contractor ensures to obtain a written consent from the Customer prior to engaging in any extra costs to complete the task.

PAYMENT

- The Customer agrees to compensate the Contractor an amount of __\$10,905 and the Contractor further agrees to invoice the Customer for the above final amount.
- The additional \$835 change order is included in the final amount above
- The Parties agree that in case the invoices are not paid within thirty days upon receiving them, the Contractor will be entitled to charge a late fee of __\$200 per late week.

DATE OF COMPLETION

- The Parties agree that the date of completing the services by the Contractor will not be later than ____09/27/22.

INSURANCE

- The Contractor ensures to obtain General Liability Insurance as well as Workers' Compensation Insurance prior to commencing the work.

GOVERNING LAW

- This Agreement shall be governed by and construed in accordance with the laws of _Colorado.

AMENDMENTS

- The Parties agree that any amendments made to this Agreement must be in writing where they must be signed by both Parties to this Agreement.
- As such, any amendments made by the Parties will be applied to this Agreement.

ASSIGNMENT

- The Parties hereby agree not to assign any of the responsibilities in this Agreement to a third party unless both Parties consent in writing.

ENTIRE AGREEMENT

- This Agreement contains the entire agreement and understanding among the Parties hereto with respect to the subject matter hereof, and supersedes all prior agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. The express terms hereof control

and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.

REPRESENTATION AND WARRANTIES

- The Parties agree and disclose that they are authorized fully for entering this Agreement. Both Parties' performances and obligations are not to violate the rights of any third party or else violate other, if any, agreements made between them and/or any other organization, person, business or law/governmental regulation.

DISCLAIMER OF WARRANTIES

- Hereby, the Contractor warrants to complete the Services enlisted upon in this Agreement as per the Customer's requirements and specifications. However, the Contractor does not represent or warrant that such services provided in this Agreement will create additional sales, exposure, brand recognition, profits or else.
- In addition to the above, the Contractor holds no responsibility towards the Customer in case the delivered work doesn't lead to the Customer's desired results.

LIMITATION OF LIABILITY

- Under no circumstances will either party be liable for any indirect, special, consequential, or punitive damages (including lost profits) arising out of or relating to this Agreement or the transactions it contemplates (whether for breach of contract, tort, negligence, or other form of action) in case such is not related to the direct result of one of the Party's negligence or breach.

SEVERABILITY

- In an event where any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, then the remaining provisions will remain to be enforced in accordance with the Parties' intention.

SIGNATURE AND DATE

- The Parties hereby agree to the terms and conditions set forth in this Agreement and such is demonstrated throughout by their signatures below:

CONTRACTOR

Name: _____

Signature: _____

Date: _____

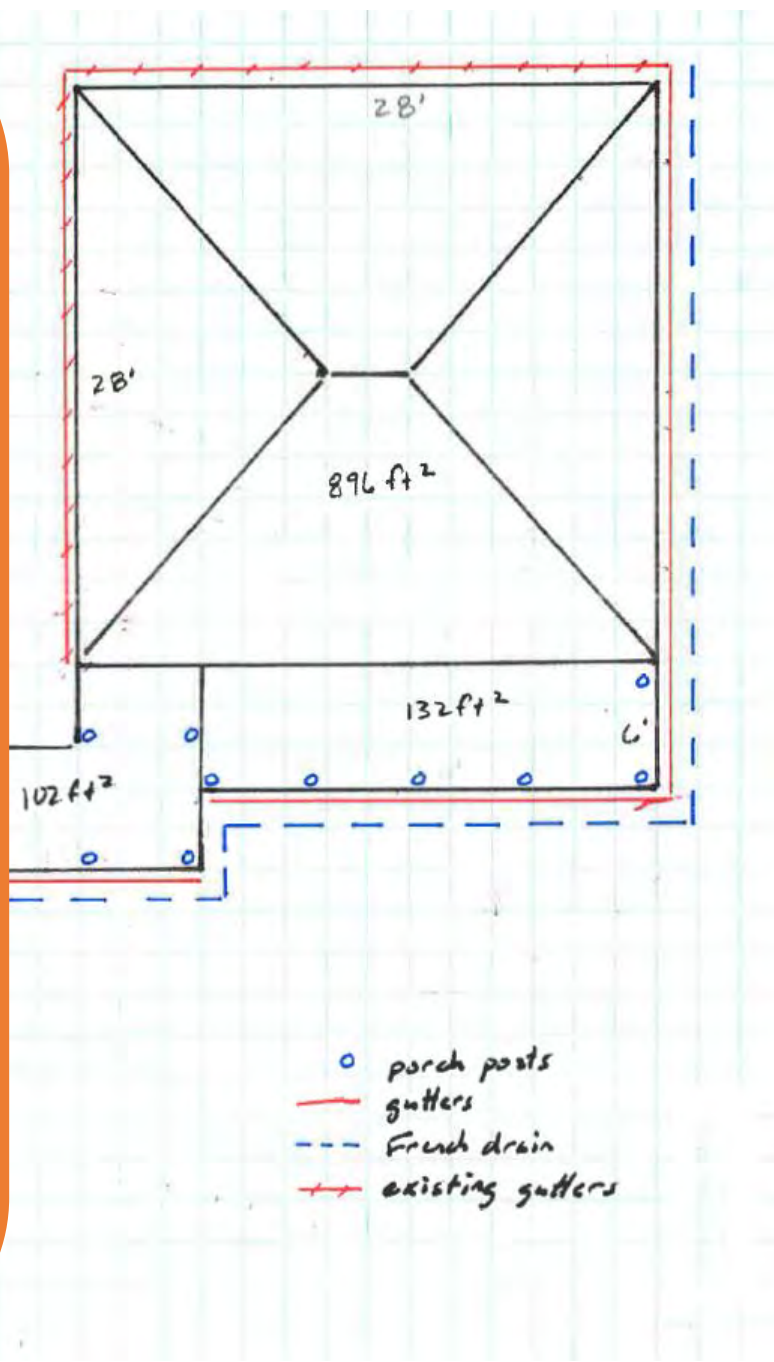
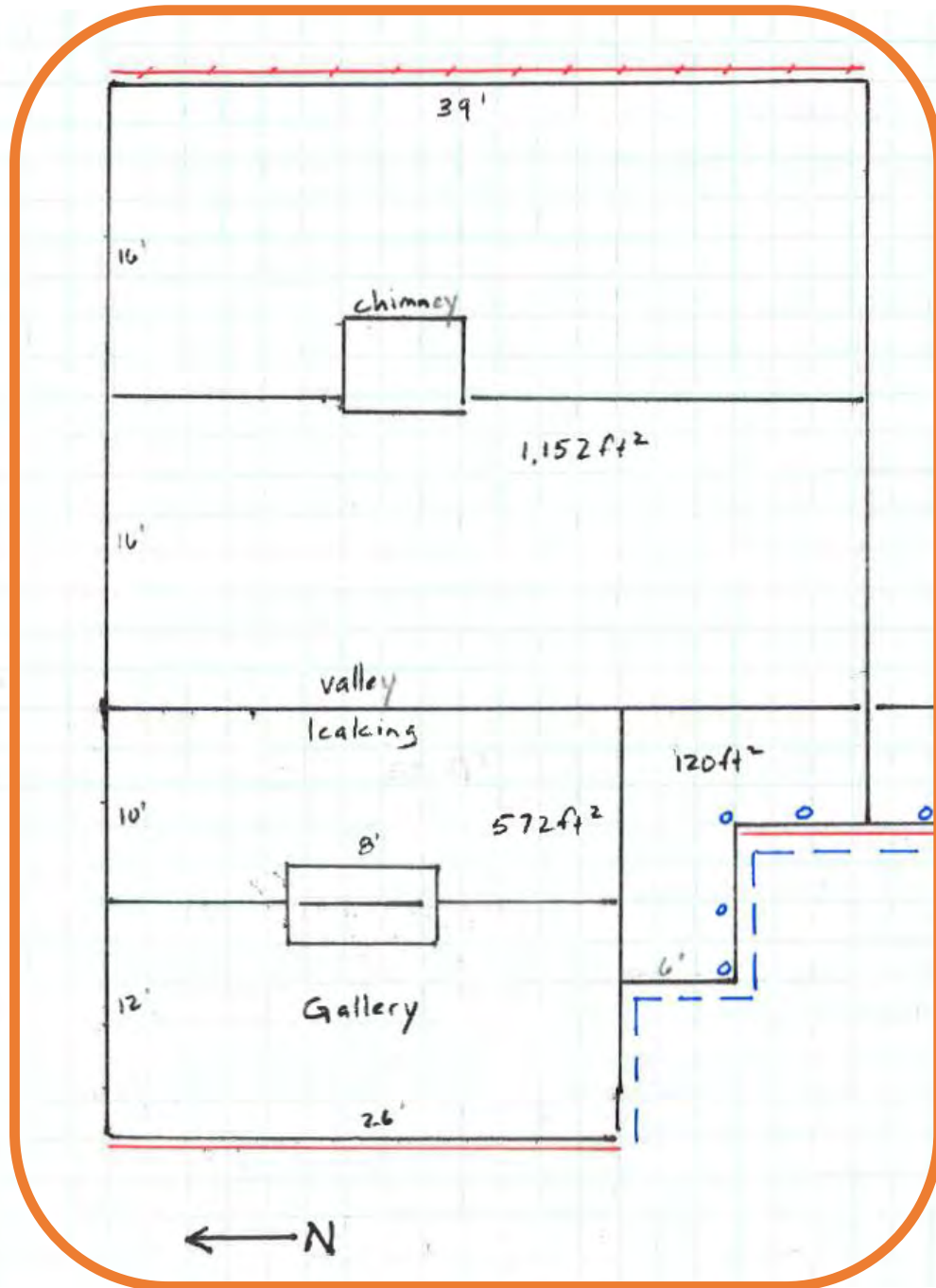
CUSTOMER

Name: _____

Signature: _____

Date: _____

This building is the one in this grant request and is being reroofed by a contractor.



This building was reroofed by the owner under the last grant request.



Boulder County Land Use Department

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Vicinity

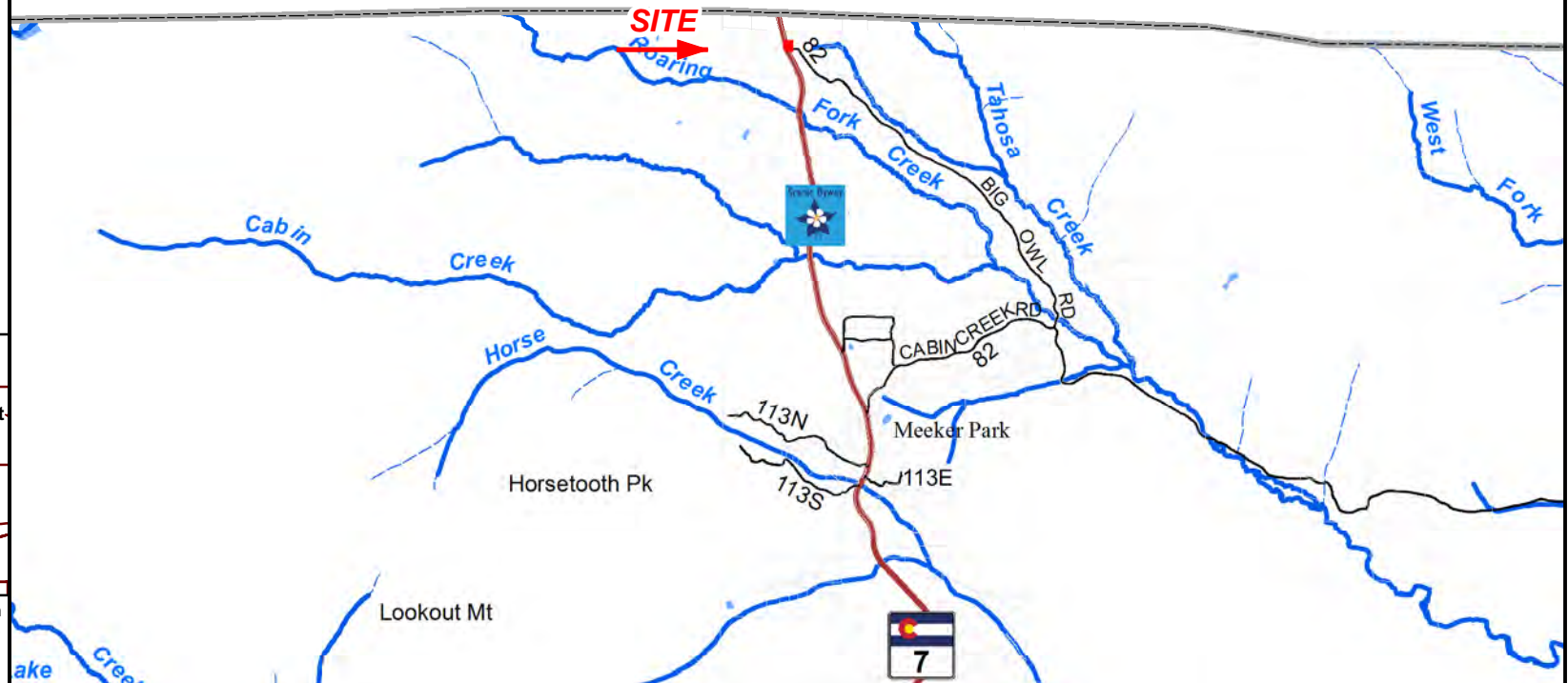
9889 PEAK TO PEAK HWY

Legend

-  Subject Parcel
-  County Boundary

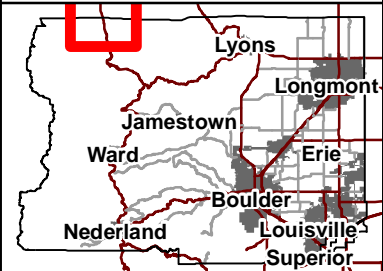
12

10



0 4,000
Feet
NORTH 1 inch = 4,000 feet

Area of Detail Date: 4/18/2019



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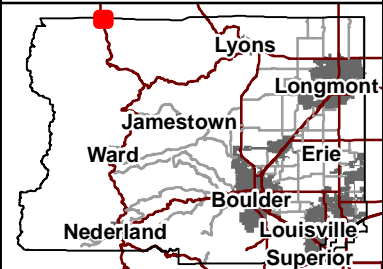
Aerial

9889 PEAK TO PEAK HWY

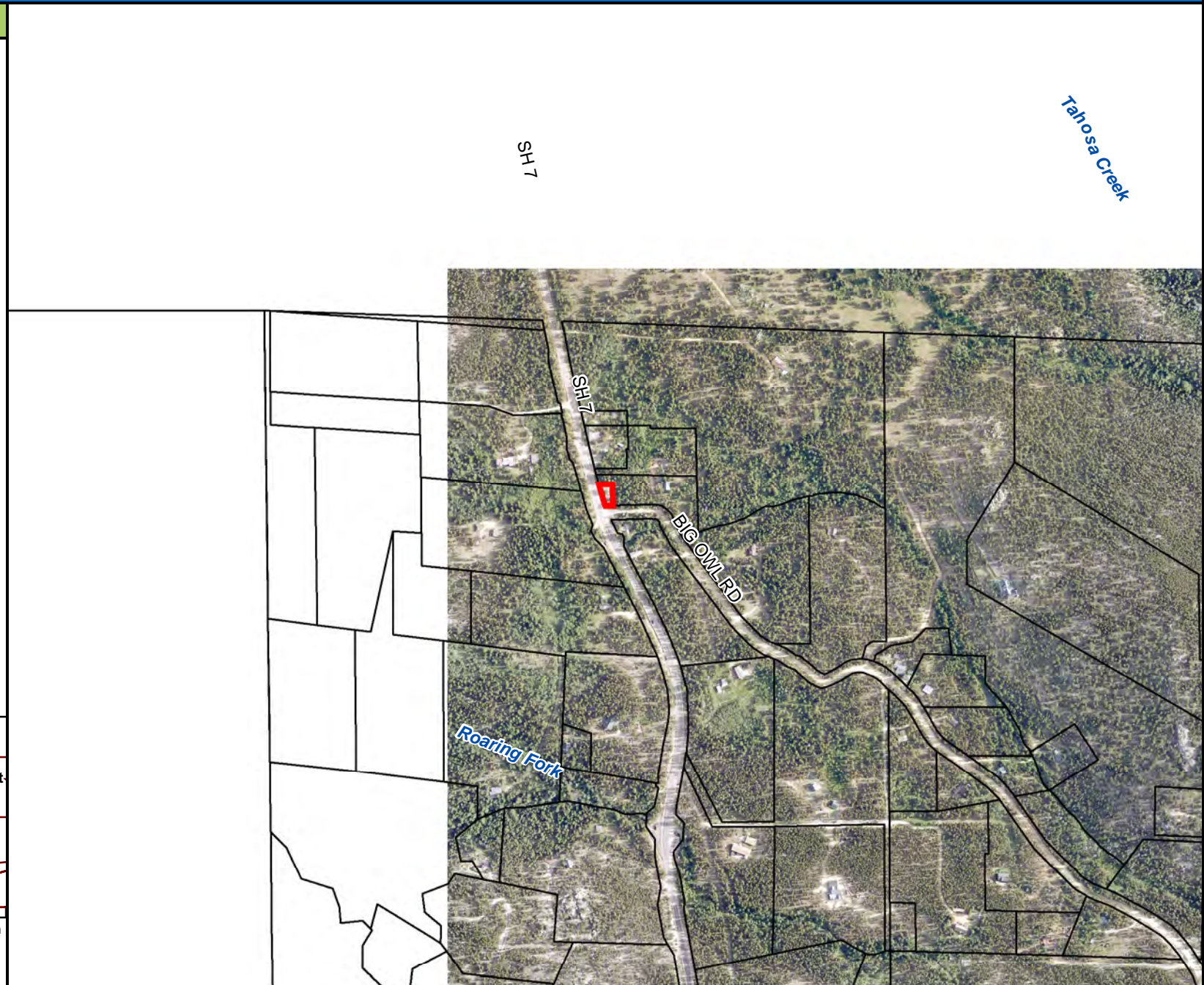
Legend

 Subject Parcel

 0 600 Feet
NORTH 1 inch = 600 feet
Area of Detail Date: 4/18/2019



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Aerial

9889 PEAK TO PEAK HWY

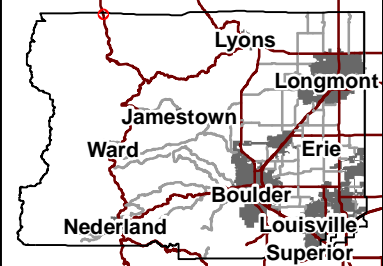
Legend

 Subject Parcel



0 30
Feet
NORTH 1 inch = 30 feet

Area of Detail Date: 4/18/2019



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This building is the one in this grant request and is being reroofed by a contractor.

HP-19-0003: Bishop Gallery

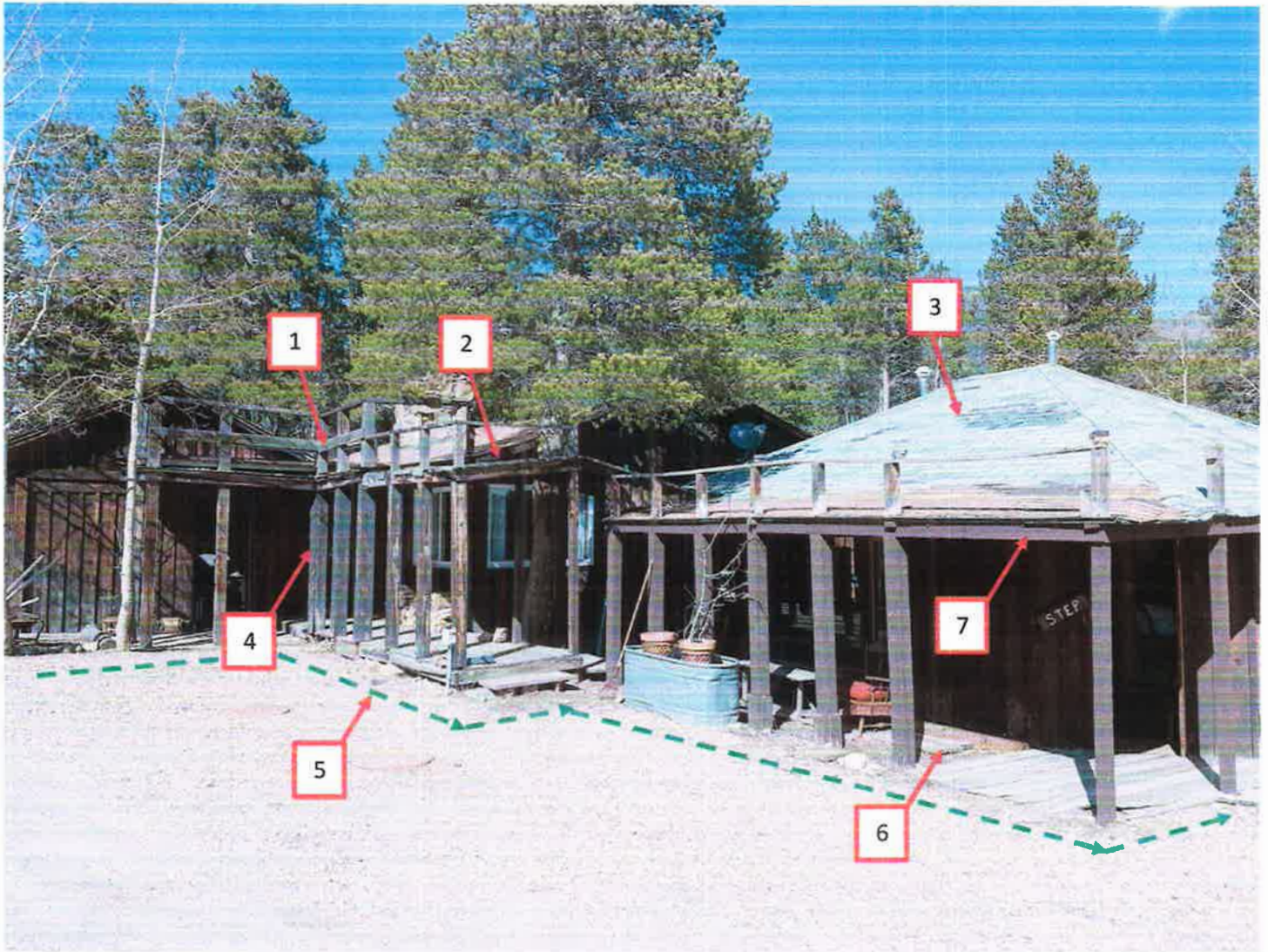


This building is the one in this grant request and is being reroofed by a contractor.

HP-19-0003: Bishop Gallery

Sheet from first grant request

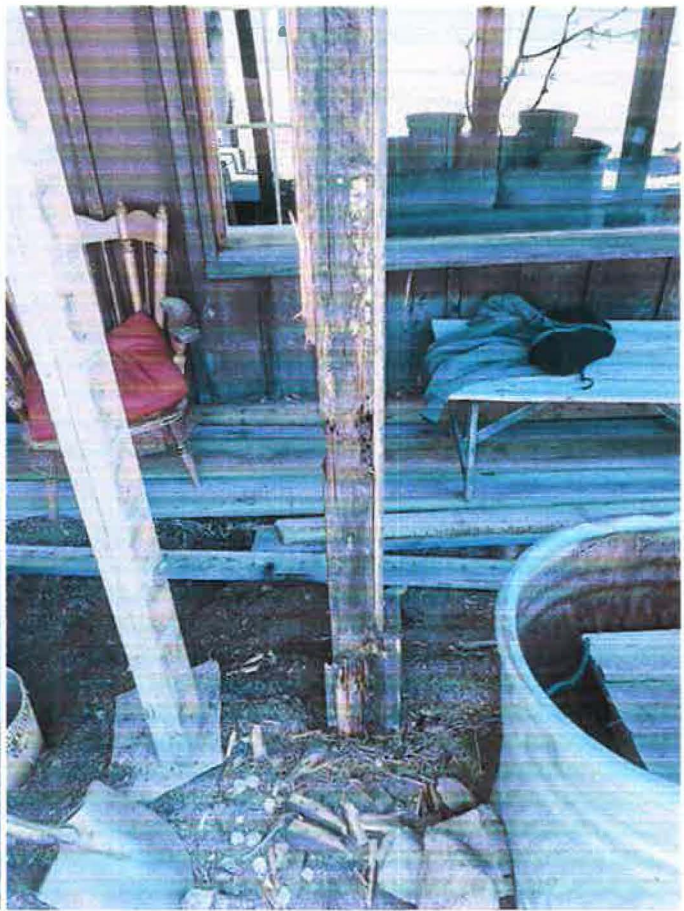
9889 Highway 7 Property



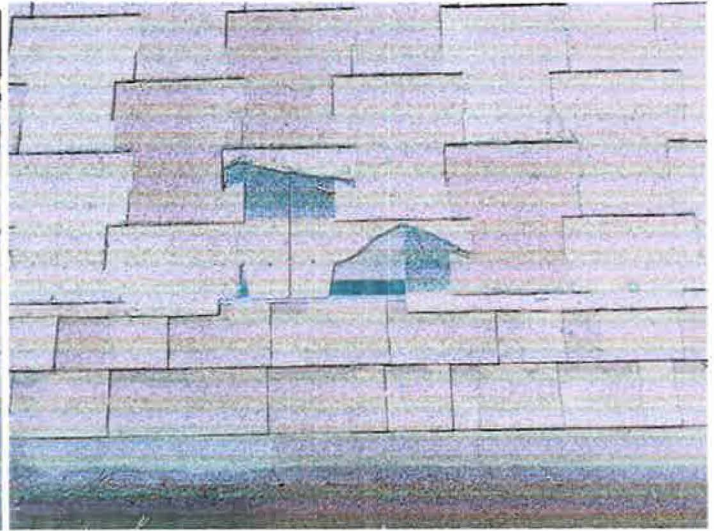
1. Create a slope to the valley of the roof because it sags in the middle and leaks.
2. Flat roof areas have holes in them.
3. Missing shingles from the wind.
4. Replace rotten posts.
5. Add French drain help run water down and away from structures.
6. Replace porch planks
7. Add gutters around all sides and replace the ones that exist because they no longer function as gutters.

Sheet from first grant request

Replace posts

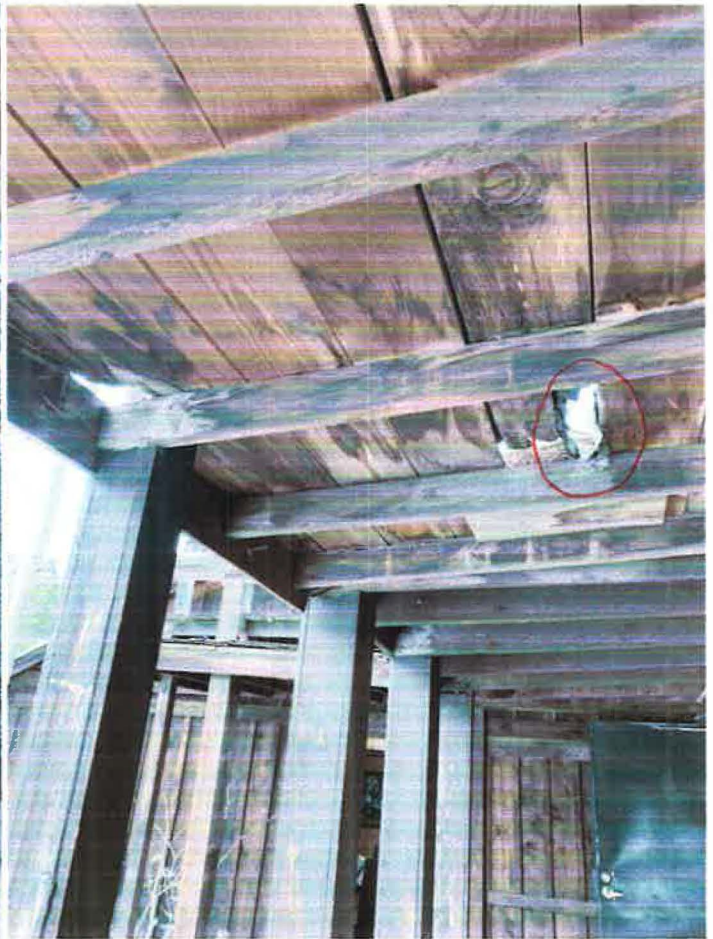
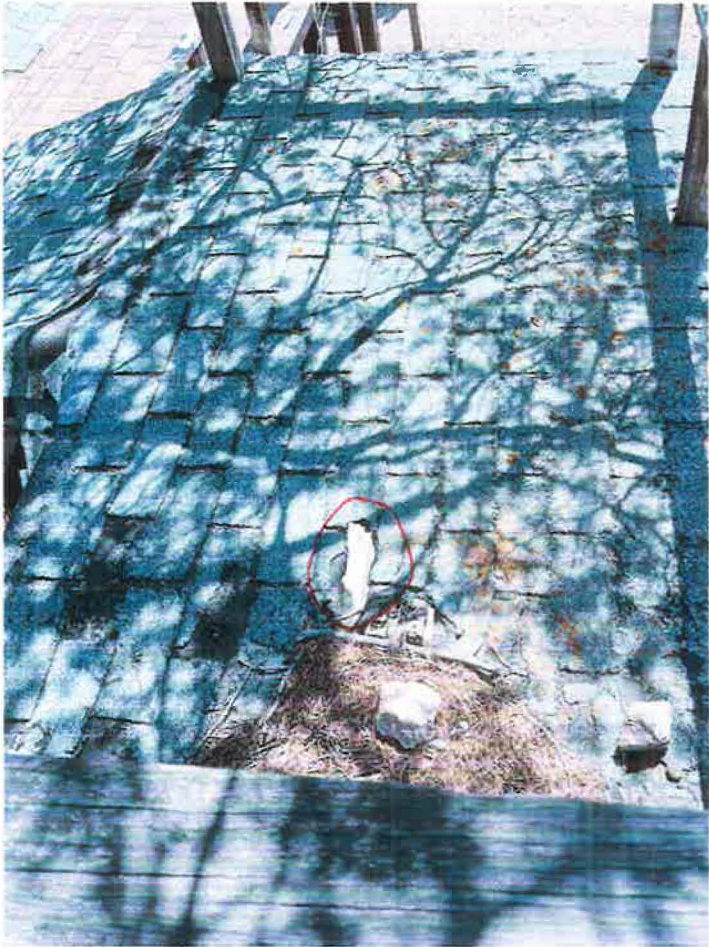


Repair Roof



leaks inside
the gallery

Sheet from first grant request



holes



Sheet from first grant request

Repair gutters and add gutters where there are not any (front of building)





Land Use

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HISTORIC PRESERVATION ADVISORY BOARD

Thursday, May 2, 2019 – 6:00 p.m.

Third Floor Hearing Room,
Boulder County Courthouse

PUBLIC HEARING

STAFF PLANNER: Denise Grimm

STAFF RECOMMENDATION RE:

Docket HP-19-0003: Bishop Gallery

Request: Boulder County Historic Landmark Designation of the structures
Location: 9889 Peak to Peak Hwy, Allenspark, in Section 2, Township 3N,
Range 73W of the 6th Principal Meridian.
Zoning: Forestry (F) District
Owner: Bishop Family Trust

PURPOSE

To determine if the nominated property qualifies for landmark designation, determine if the landmark application is complete, and formulate recommendations for the Board of County Commissioners.

BACKGROUND

In 2013 an application for landmark designation of this property was submitted by the owners. The application was reviewed by HPAB and was unanimously approved (8-0) for landmark status for being one of only a handful of commercial properties remaining on the north Peak to Peak corridor and for its association with the townsite of Hewes–Kirkwood. The landmark application was placed on hold by the applicants before going to the BOCC and was never finalized. The owners have now decided to continue with the landmarking process and, because a substantial amount of time has passed, staff would like HPAB to review the application again. The landmark application includes a request to landmark the structures.

The property is within an area platted in 1921 as the Town of Hewes-Kirkwood. Brothers Steve and Charles Hewes and their mother, Mary Kirkwood, homesteaded in the area in 1907 and after working with Enos Mills, the “father of Rocky Mountain National Park,” they decided to start the Hewes-Kirkwood Lodge. The lodge is across the county line in Larimer County and has since been converted into a popular music camp. The town of Hewes-Kirkwood never materialized but there are a cluster of historic cabins in the area.

The Bishop Gallery structures include a historic house and garage that date to c. 1900 and c. 1930 respectively. Sometime between 1949 and 1966 a sizable addition was added to the garage that

nearly connects to the house. The property had a variety of commercial uses over the years, most recently as an antique shop and art gallery.

SIGNIFICANCE

The property qualifies for landmark designation under Criterion 1.

Criteria 15-501(A)(1) The character, interest, or value of the proposed landmark is part of the development, heritage, or cultural characteristics of the county;

The property is historically significant for its association with the townsite of Hewes-Kirkwood.

RECOMMENDATION

Staff recommends that the Historic Preservation Advisory Board APPROVE and recommend that the BOCC approve **Docket HP-19-0003: Bishop Gallery** under Criterion 1 and subject to the following conditions:

1. Alteration of any exterior feature of the landmarked structures will require review and approval of a Certificate of Appropriateness (CA) by Boulder County (note: applicable county review processes, including but not limited to Site Plan Review, may be required).
2. Regular maintenance which prolongs the life of the landmark, using original materials or materials that replicate the original materials, will not require review for a Certificate of Appropriateness, provided the Land Use Director has determined that the repair is minor in nature and will not damage any existing architectural features. Emergency repairs, which are temporary in nature, will not require review (note: Depending on the type of work, a building permit may still be required.)