Denver Landmark Preservation Design Review Application and Submittal Checklist

In order to preserve and protect the integrity of Denver’s historical, architectural, geographical and cultural heritage, the Denver Landmark Preservation Commission (LPC), the Lower Downtown Design Review Commission (LDDRC) and Landmark Preservation staff review all exterior work on an individual landmark or structures in a historic district if that work requires a building or zoning permit. This document lists the requirements for design review.

Property Information
Property Address: 252 East 10th Avenue Denver 80203
Scope of Work:
replace 4 windows in the carriage house that are not original to the 1906 structure.

Project Type (check all the apply)

- Accessory Dwelling Unit (ADUS)
- Additions
- Demolition
- Dormer Addition
- Egress Window and Well
- Electrical/Mechanical
- Garage
- General Alterations
- New Construction (Infill)
- Pop-top/Rooftop Addition
- Porch Reconstruction or Replacement
- Roof Replacement
- Rooftop Deck
- Siding Replacement
- Signage or Comprehensive Sign Plans (CSPs)
- Site work and Fences
- Skylights
- Storefront Alterations
- Telecom
- Window and Door Replacement
- Venting or Building Penetrations
- Zone Lot Amendments (ZLAM)
- Other:

Applicant Information

Property Owner
Name: Penelope J Eucker
Address: 975 N Grant St, Denver, CO 80203
Email: pjeucker@gmail.com
Phone: 303-908-9090

Applicant
Name: William Eucker
Address: 975 N Grant St Denver, CO 80203
Email:
Phone:

Signature Required
I acknowledge that I have the authority to submit information in this application on behalf of the project and that the information provided in the attached application is true and reliable.

Signature of Signature of Owner or Authorized Owner Representative: [Signature]
Print Full Name: penelope j eucker
Date: 1/21/2024

NOTE: All applications become the property of the City and County of Denver. Applications are subject to the Colorado Open Records Act. Applications may be posted online or made available to any party that request a copy.

http://www.denvergov.org/landmark
Effective August 28, 2023
Community Planning and Development
201 W. Colfax Ave., Dept. 205, Denver, CO 80222
Phone: 720/865-2760

311 FOR INFORMATION & CITY SERVICES
Use this application checklist for design review applications to Landmark Preservation. Some projects may be reviewed through the Landmark Quick Review process. Please consult the Landmark Quick Review application to see if your project scope qualifies for Landmark Quick Review.

Landmark staff will begin reviewing your application once all application checklist items associated with your project scope have been submitted. Once a project has been reviewed and approved, Landmark staff issues a Certificate of Appropriateness (COA) and approves the plans, which you will need to include with your building and/or zoning permit application materials submitted to Development Services. Landmark application materials must match building and/or zoning permit application materials. Any changes to the approved application materials during the building or zoning review will require additional review.

How to submit:
- By email to landmark@denvergov.org. Save all files as PDFs. Make sure all email attachments use the following naming convention <DocumentName>_<Address>_<Date>, examples below:
  - LandmarkApplication_201WColfaxAve_2023.05.01
  - LandmarkPlans_201WColfaxAve_2023.05.01

Requirements for All Applications

- **Current Color Photographs**
  - Area of project scope
  - Images of street fronting façade(s)
  - Photos must be at least 300 dpi or at least 4” X 6”
  - Photographs must be labeled with the cardinal directions (ex. north, south, east, west).
  - Photographs labeled front, side, and rear will not be accepted
  - Photos must be included as a page or pages within the drawing set or attached as jpeg or pdf. (Thumbnail photos, photos embedded within emails, and photos linked to a file sharing system will not be accepted)

- **Existing and proposed Site Plans** that include
  - Address with street name
  - Scale and dimensions (at least 1.”=20’)
  - Zone lot and Property lines (include both if different)
  - Zone lot depth (e.g., 65/35 or 80/20)
  - Orienting features such as streets, alleys, sidewalks, and adjacent structures
  - Location of hardscaping elements such as fences, site walls, patios, exterior stairways, driveways, etc.
  - North direction arrow
  - Zoning setback requirements
  - Original grade elevation at intersection of side interior zone lot lines and minimum setback to primary setback
  - Identify all proposed and existing site elements that violate zoning regulations for which you will be seeking relief through the Administrative Adjustment process

http://www.denvergov.org/landmark

Effective August 28, 2023
Community Planning and Development
201 W. Colfax Ave., Dept. 205, Denver, CO 80202
Phone: 720-887-2700
Window and Door Replacement - Non-historic windows and doors; basement windows; and windows and doors on non-contributing buildings

- Floor Plans that include
  - Labels of all existing and proposed rooms. Use simple room labels (e.g., living room, bedroom)
  - All existing and proposed floors indicating all proposed changes at each floor
  - Do not include furniture, reflected ceiling plans, interior finish plans, or other interior work (unless otherwise required for a building or zoning permit)

- Enlarged/Detail Elevation Drawings or Photographs that includes each distinct window type and location, showing the full window in the wall assembly including head, jamb, sill, and muntins

- Section Drawings that include
  - Detail sections at doors and windows in all wall cladding materials showing dimensioned inset into the wall plane
  - Detail window section showing head, jamb, and muntin design, with dimensions

- Details of Construction that include
  - Window and door schedule with material, size, and operation clearly noted
  - For all glazing provide transparency calculations
  - Window and door cut sheet or quote

- Compatibility Demonstration for contributing buildings with
  - Photographs of intact original/historic windows and doors
  - Historic photographs of original/historic windows and doors, if existing
  - Photographs of adjacent historic structures of a similar historic architectural style or design

Window and Door Replacement – Original or historic windows and doors in contributing buildings in historic districts or individual landmarks

- A pre-application meeting with Landmark staff. Meetings can be scheduled by emailing landmark@denvergov.org
  - Pre-application meeting held on:

- Floor Plans that include
  - Labels of all existing and proposed rooms. Use simple room labels (e.g., living room, bedroom)
  - All existing and proposed floors indicating all proposed changes at each floor
  - Do not include furniture, reflected ceiling plans, interior finish plans, or other interior work (unless otherwise required for a building or zoning permit)

- Color Photographs
  - An overall photograph of the exterior of each window to be replaced, keyed to floor plans and elevation drawings
  - Close-up exterior photos of each window to be replaced showing the existing condition, keyed to floor plans and elevation drawings
  - Photos must be at least 300 dpi or at least 4” X 6”
Window and Door Replacement – Original or historic windows and doors in contributing buildings in historic districts or individual landmarks continued...

- **Enlarged/Detail Elevation Drawings** that show each distinct window type and location, showing the full window in the wall assembly including head, jambs, sills, and muntins
- **Section Drawings** that include:
  - Details sections at doors and windows in all wall cladding materials showing dimension of inset into the wall plane
  - Detail window section showing head, jamb, and muntin design
- **Details of Construction** that include:
  - Window and door schedule with material, size, and operation clearly noted
  - Window and door cut sheet or quote
  - For all glazing provide transparency calculations
  - Material samples or photographs of new or innovative materials as requested by staff
- **Existing and replacement Window Comparison Worksheets** for each window that include measurements, in inches, of all window features
- For replacement of 3 or more windows, a window assessment for each window to be replaced conducted by an independent third-party consultant, architect, or contractor with experience with the evaluation historic windows, and who will not financially benefit from window replacement
  - Include detailed explanation of why existing windows cannot be repaired
  - Rate overall windows and specific window features in the following categories:
    1. Repair class 1: window component needs only normal routine maintenance to upgrade to a “like new” condition
    2. Repair class 2: Windows components show some physical deterioration that can be addressed with patching, repair, or splicing new wood into existing members
    3. Repair class 3: Window components show severe physical deterioration and cannot be repaired and must be replaced

**Zone Lot Amendment (ZLAM)**

- A **pre-application meeting** with Zoning Administration and Landmark staff is highly encouraged
- Please visit CPD’s website for information on how to **Apply for a ZLAM**
February 29, 2024

Jessica White
Senior City Planner
Landmark Preservation
City and County of Denver

RE: 975 N Grant St., Denver, CO
Eucker Residence
Window replacement

Dear Ms. White,

I am working with the Euckers to assist in resolution of this issue of the window replacement on a Landmark structure without permit. The Euckers were not aware that a permit was required to replace damaged windows. As the replacement was begun based on one window falling apart, they assumed (now understood incorrectly) that a repair could be done without permit.

The house and carriage house were constructed in 1906; windows are wood, double hung windows. The carriage house was originally a garage, with two carriage doors facing 10th Avenue. At some time, approximately 1970, the house and carriage house were converted to small apartments. At that time, the carriage doors were removed, the wall bricked in and 4 windows added. Evidence of the brick infill can be seen in the photographs. A photo from before this work was done is also included. A fifth window also appears to have been cut into the wall facing the breezeway between the main house and the carriage house. All this work was done prior to the current ownership.

In late May or early June, 2021, one of the windows (#4 on the submitted documents) fell apart when being closed. The window was beyond repair and needed immediate replacement to keep the rental unit in service. It was decided that 5 ground floor windows all needed to be replaced as they were all in similar, failing condition. Four windows are facing north, to 10th Avenue, and a fifth window faces the breezeway between the main house and the carriage house. Attached is the proposal/ invoice for the replacement windows.

The proposal notes 5 windows on page 1 (see Bid Proposal). There was a proposal to replace 2 additional windows on the carriage house facing the alley that are also nearing failure. The 7 windows total were noted on page 2 of the proposal. The 2 alley facing windows have not been replaced at this time. Only the 5 windows noted on page one and in the accompanying photo documentation were replaced.
As can be seen in the attached photos, the original wood frame was retained to not damage the masonry wall and to retain the wood moldings which match the original windows above. Although the replacement windows are double hung vinyl, they have simulated divided lites to match the original and match the paint color of the retained wood frame. They blend well with the existing windows.

In 1996, the Euckers purchased the house from Denver Public Schools, which was using the house as offices. DPS purchased the house with the intent to demolish and expand their parking lot adjacent to the house. After Landmark designation, DPS opted to sell. At the time of purchase by the Euckers, the house and carriage house were in disrepair, requiring extensive repair and renovations. They have endeavored to maintain the house in good, original condition and return it to a state representative of the Landmark status as financially feasible. The replacement of the windows was to maintain the rental units in serviceable condition. The stewardship of this house is financially demanding and the vinyl windows provided a manageable replacement cost for these windows.

We request that Landmark accept these windows as installed.

Respectfully submitted,

Bridget Rassbach for Penelope and Bill Eucker
NORTH ELEVATION OF CARRIAGE HOUSE
BEFORE WINDOW REPLACEMENT - Google street view 2020 -

ORIGINAL CONSTRUCTION HAD 2 GARAGE DOORS WHERE THESE WINDOWS ARE

close up of window - Google view 2019- BEFORE REPLACEMENT

2019 - BEFORE REPLACEMENT
NORTH ELEVATION OF CARRIAGE HOUSE AFTER WINDOW REPLACEMENT

SIMULATED DIVIDED LIGHTS TO MATCH WINDOWS ABOVE, TYPICAL ALL REPLACEMENT WINDOWS

W5 IN BREEZWAY

W1  W2  W3  W4
Typical window replacement
NORTH ELEVATION OF CARRIAGE HOUSE AFTER WINDOW REPLACEMENT
Window #4 after bottom of the sash fell off and was temporarily repaired before replacement windows installed. All five windows were of equal dilapidated state.
BREEZWAY ELEVATION OF CARRIAGE HOUSE AFTER WINDOW REPLACEMENT

WINDOW CUT INTO WALL AND STONE SILL ADDED PRIOR TO EUCKER’S OWNERSHIP OF THE HOUSE
GRANDE VISTA
WINDOWS & DOORS, INC.
PHONE: (303) 777-4500
FAX: (303) 754-3155

PROPOSAL

DATE: 6/11/2021
PROPOSAL #: 4332

CUSTOMER
NAME: Bill Eucker
MOBILE: HOME: 720-651-1713
EMAIL: OFFICE:

PREFERRED CONTACT: Email Mobile Other: ___

PROPERTY
(RESIDENTIAL)☐ (COMMERCIAL)☐

STREET: 252 E. 10th Ave.
CITY: Denver
ZIP:
COUNTY:

Grande Vista Windows & Doors, Inc. (GVW) is pleased to hereby submit pricing and
specifications to provide and install windows and/or related equipment at the above-listed Property,
including removal and proper disposal of existing windows, doors, and/or related equipment. All
materials provided and/or installed shall be custom-made in the following quantities and specifications
as per field measurement on or about:

<table>
<thead>
<tr>
<th>QUANTITY</th>
<th>MEASUREMENT</th>
<th>PRODUCT DESCRIPTION/ COLOR/ DETAILS</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>Custom</td>
<td>Amerimax series vinyl double hung with grids.</td>
</tr>
</tbody>
</table>

Double pane low-e glass

Pg. 1 of 3
**ADDITIONAL NOTES:**
Grande Vista Windows & Doors, Inc. will provide and install 7 custom Amerimax series vinyl windows at the above listed address.

Disposal of existing units included.

Lifetime transferrable warranty included.

**Total Proposal Amount:**................................. $4,350.00
*(Pricing valid for 30 days from date of Proposal)*

**Payment:**

- [X] STANDARD: (50% deposit due upon acceptance, balance due upon Delivery/Completion)
- [ ] FINANCE: ________ months at ________ per month after deposit

**Acceptance:**
By signing below, I/we do hereby affirm and attest that I/we have read and agreed to all terms, conditions, specifications, and limitations detailed on this and the preceding/following page(s) and/or attachments.

Customer Signature X __________________________ Date: __/__/___
Print Name: ________________________________ [ ] Customer [ ] Authorized Agent
TERMS AND CONDITIONS

Grande Vista Windows & Doors, Inc. (“Company”) and the Customer herein specified (“Customer”), upon execution and acceptance of the preceding Proposal and the Scope of Work and Proposal Amount therein specified, do agree that Company shall provide the specified Services and Equipment to Customer on the following terms and conditions:

1. Cost: Customer agrees to deliver payment to Company in the amount herein agreed and in accordance with the terms herein specified;

2. Payment Terms: a. Standard Payment terms are 50% deposit due upon Customer acceptance and execution of Proposal, with remaining balance due upon installation or delivery of Services and/or Equipment. All invoices shall be due upon receipt; outstanding balances shall accrue interest at the rate of 1.5% monthly (18% per annum).
   b. Financed Payment terms shall be in accordance with deposit and monthly payment amounts heretofore specified.
   c. Late Payments: Any Payment, whether “Standard” or “Financed,” outstanding more than thirty (30) days shall be defined as “late”, whereupon Customer agrees that:
      i. Customer shall pay 1.5% interest monthly (18% per annum);
      ii. Company may suspend Service or remove the Equipment without prejudice to any of Company’s other rights;
      iii. Suspension of Service or removal of Equipment due to non-payment shall not constitute a breach or termination of this Agreement by Company; and
      iv. Company shall be entitled to reasonable additional costs incurred in the course of any attempt to collect upon late payments;

3. Equipment and Service: Until such time as final payment is received and Ownership is transferred to Customer, all Equipment is and shall remain the property of Company. Company shall keep the Equipment free and clear of all levies, liens and encumbrances, and shall not modify the Equipment or use it for any purpose other than set out herein. During the term of the Agreement, if Customer is in breach of any of its obligations under this Agreement, or if Customer becomes insolvent or bankrupt, Company may forthwith take possession of the Equipment, terminate this Agreement, and seek such other remedies as may be available to it under law;

4. Customer’s Responsibility: Customer shall provide a suitable site for the Service and Equipment and hereby grants Company the right of access to Property at all reasonable times as necessary to provide Service. Company shall not be liable for and Customer waives all claims against Company for any damage to Property resulting from Service provided by Company except in the case of gross negligence. Customer shall indemnify Company for any and all losses, damages, claims, or sums of money, including attorney fees, incurred by Company relating to Customer breach of this agreement;

5. Changes: Any changes or amendments to the schedule of Service, the Equipment to be provided, or in the associated costs of the Service and Equipment may be proposed and agreed upon by both parties either verbally or in writing. Consent to any changes or increase in charges shall be evidenced by the actions and practices of the parties, and this Agreement shall be deemed to be amended accordingly;

6. Terms of Agreement: This Agreement shall be binding on the parties from the date upon which it has been executed by both parties subject to the other provisions hereof. Either party may indicate its intention to terminate this Agreement, such termination being effective no later than the third day after the Agreement has been executed, by delivering written notice of termination to the other party;

7. Effect: This Agreement shall remain in full force and effect notwithstanding changes to the type of Service, Equipment, or Cost. This Agreement shall be binding upon the parties and their respective successors and permitted assigns;

8. Merchantability: Company warrants its own labor and workmanship for a period of two years from date of initial installation, beyond which there are no warranties of merchantability, nor any implied or express warranties, other than the manufacturer’s express warranties, which extend beyond the description on the face of this document on any goods or workmanship which Company is to provide to Customer;

9. Claims: Customer on behalf of itself and its respective agents, attorneys, assigns, successors in interest and partners, hereby covenants and promises that no claim shall be made and no litigation or proceeding shall be commenced against Company before any court, tribunal, board, referee, or other form which is based upon or arises out of any business activities, services or goods provided, acts, representations, omissions or other events arising in connection with this Agreement other than justified claim for gross negligence;

10. Permits: Customer shall obtain all necessary permits and/or licenses required by the City, County, State, Federal, or local entity having jurisdiction over the Property as necessary to provide Company with authority to provide the Service specified in this Agreement;

11. Inspection: Customer shall inspect the Services and Equipment provided by Company immediately upon completion of Service or upon Company request and shall immediately inform Company of any defects in Equipment or in installation workmanship. Failure to do so constitutes Customer waiver of all remedies against Company;

12. Entire Agreement: Customer and Company understand and agree that this writing embodies the entire Agreement between the parties and that no representations, promises, or inducements of any kind have been made by either party other than appear in writing in this document, and that each covenant and condition mentioned in this Agreement is a material consideration for the entry into the Agreement;

13. Enforceability: If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated; and

14. Arbitration: Customer and Company agree to submit to binding arbitration any and all claims, disputes, and controversies between or among them relating to the Services or Equipment which are the subject of this Agreement. Such arbitration shall be governed by Colorado Revised Statutes and shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“Arbitrator”). Arbitrators shall award the prevailing party, if any, as determined by Arbitrator, all of its costs and fees, which
shall be defined as all reasonable pre- and post-award expenses of Arbitration, including Arbitrator’s fees, administrative fees, travel expenses, court costs, witness fees and attorney fees.