



Landmarks Certificate of Appropriateness & Overlay District Permit

Louisville Metro Planning & Design Services

Case No.: 19COA1140 Intake Staff: KP

Date: 5/9/19 Fee: No Fee

Instructions:

For detailed definitions of *Certificate of Appropriateness* and *Overlay District Permit*, please see page 4 of this application.

Project Information:

Certificate of Appropriateness: ☐ Butchertown ☐ Clifton ☐ Cherokee Triangle ☐ Individual Landmark
☐ Limerick ☒ Old Louisville ☐ Parkland Business ☐ West Main Street

Overlay Permit: ☐ Bardstown/Baxter Ave Overlay (BRO) ☐ Downtown Development Review Overlay (DDRO)
☐ Nulu Review Overlay District (NROD)

Project Name: Gable vent - South side roof - no gable vent on roof *Approval requested to have*

Project Address / Parcel ID: 103 W. Kentucky St.

Total Acres: _____

Project Cost (exterior only): _____

PVA Assessed Value: _____

Existing Sq Ft: _____

New Construction Sq Ft: _____

Height (Ft) _____ Stories: _____

Project Description (use additional sheets if needed):

Bone Dry Roofing re-decked and shingled our roof. Gable vent on South side of house was to remain and be painted white (see invoice attached). They claim it fell apart during work so they removed and dropped it to ground which completely destroyed gable vent. Did not build new gable vent into roof afterwards. 13 months later they want build new vent that will stick out from roof 2-3 ft. will look like dormer, not a vent. See email from Savannah Darr. Quote from Joseph Sena Construction for new vent construction attached as well. Pictures of Bone Dry Roofing's proposal attached.

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Contact Information:

Owner: ☒ Check if primary contact

Applicant: ☐ Check if primary contact

Name: Brad & Amy Zimmerman

Name: _____

Company: _____

Company: _____

Address: 103 W. Kentucky St.

Address: _____

City: Louisville State: KY Zip: 40203

City: _____ State: _____ Zip: _____

Primary Phone: 812-972-8563

Primary Phone: _____

Alternate Phone: 218-259-2287

Alternate Phone: _____

Email: BZimmerman1987@gmail.com

Email: _____

Owner Signature (required): Brad Zimmerman

Attorney: ☐ Check if primary contact

Plan prepared by: ☐ Check if primary contact

Name: _____

Name: _____

Company: _____

Company: _____

Address: _____

Address: _____

City: _____ State: _____ Zip: _____

City: _____ State: _____ Zip: _____

Primary Phone: _____

Primary Phone: _____

Alternate Phone: _____

Alternate Phone: _____

Email: _____

Email: _____

Certification Statement: A certification statement must be submitted with any application in which the owner(s) of the subject property is (are) a limited liability company, corporation, partnership, association, trustee, etc., or if someone other than the owner(s) of record sign(s) the application.

I, _____, in my capacity as _____, hereby
representative/authorized agent/other

certify that _____ is (are) the owner(s) of the property which
name of LLC / corporation / partnership / association / etc.

is the subject of this application and that I am authorized to sign this application on behalf of the owner(s).

Signature: _____ Date: _____

I understand that knowingly providing false information on this application may result in any action taken hereon being declared null and void. I further understand that pursuant to KRS 523.010, et seq. knowingly making a material false statement, or otherwise providing false information with the intent to mislead a public servant in the performance of his/her duty is punishable as a Class B misdemeanor.

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Please submit the completed application along with the following items:

Required for every application:

- ☐ Land Development Report¹
- ☒ Current photographs showing building front, specific project area, and surrounding buildings
- ☐ Elevations, pictures, samples, brochures, or other technical data describing materials, such as windows, doors, roofing, fencing, etc. to be used in the renovation or replacement

Site and Project plan: *(required for building additions, new structures and fencing)*

- ☒ Site plan drawn to scale with dimensions, as applies to the project, indicating property lines, structures, landscaping, fencing, and parking
- ☐ Floor plans drawn to scale with dimensions and each room labeled
- ☐ Elevation drawings (a drawing showing exterior walls) drawn to scale with dimensions.
For fencing, only photos/drawings of the proposed fence are required.

Committee Review Only

Committee reviews may be required due to the complexity of the case. The necessity of these items will be determined by staff upon review. Projects requiring committee level review include construction of new buildings, demolition, and projects that vary widely from design guidelines.

- ☐ Two sets of 11"x17" format site plans drawn to scale with dimensions
- ☐ Two sets of 11"x17" elevation drawings to scale with dimensions
- ☐ Two sets of 11"x17" landscaping drawings to scale with dimensions
- ☐ One set of mailing label sheets for: 1st tier Adjoining Property Owners (APOs)², owners, applicants, contacts, and Case Manager. Applicant is responsible for mailing.
- ☐ One copy of the mailing label sheets

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Resources:

1. For a Land Development Report, go to the following website and enter address in the search bar. After the map zooms to the location, click on the icon that looks like the letter "d" in a green circle. Print report.
<https://apps.lojic.org/lojiconline/>
2. Deeds and plats can be found at the Jefferson County Clerk's Office (527 West Jefferson Street, 2nd fl, 502-574-6220. Many deeds, plats and other records are available online at:
<https://search.jeffersondeeds.com/>
3. Adjoining property ownership information can be found at the Property Valuation Administrator (PVA) office at 531 Court Place, Suite 504 or via their website: <https://jeffersonpva.ky.gov/property-search/>
4. View agency comments at: <http://portal.louisvilleky.gov/codesandregs/mainsearch>. Enter your case number in the 'Permit/Case/Docket Number' search bar and then select your case under the 'Application Number' tab.

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Submittal Instructions:

Applications are due on Fridays at 5:00 p.m. Once complete, please bring the application and supporting documentation to: Planning and Design Services, located at 444 South 5th Street, Suite 300. For more information, call (502) 574-6230 or visit <https://louisvilleky.gov/government/planning-design/>

Definitions:

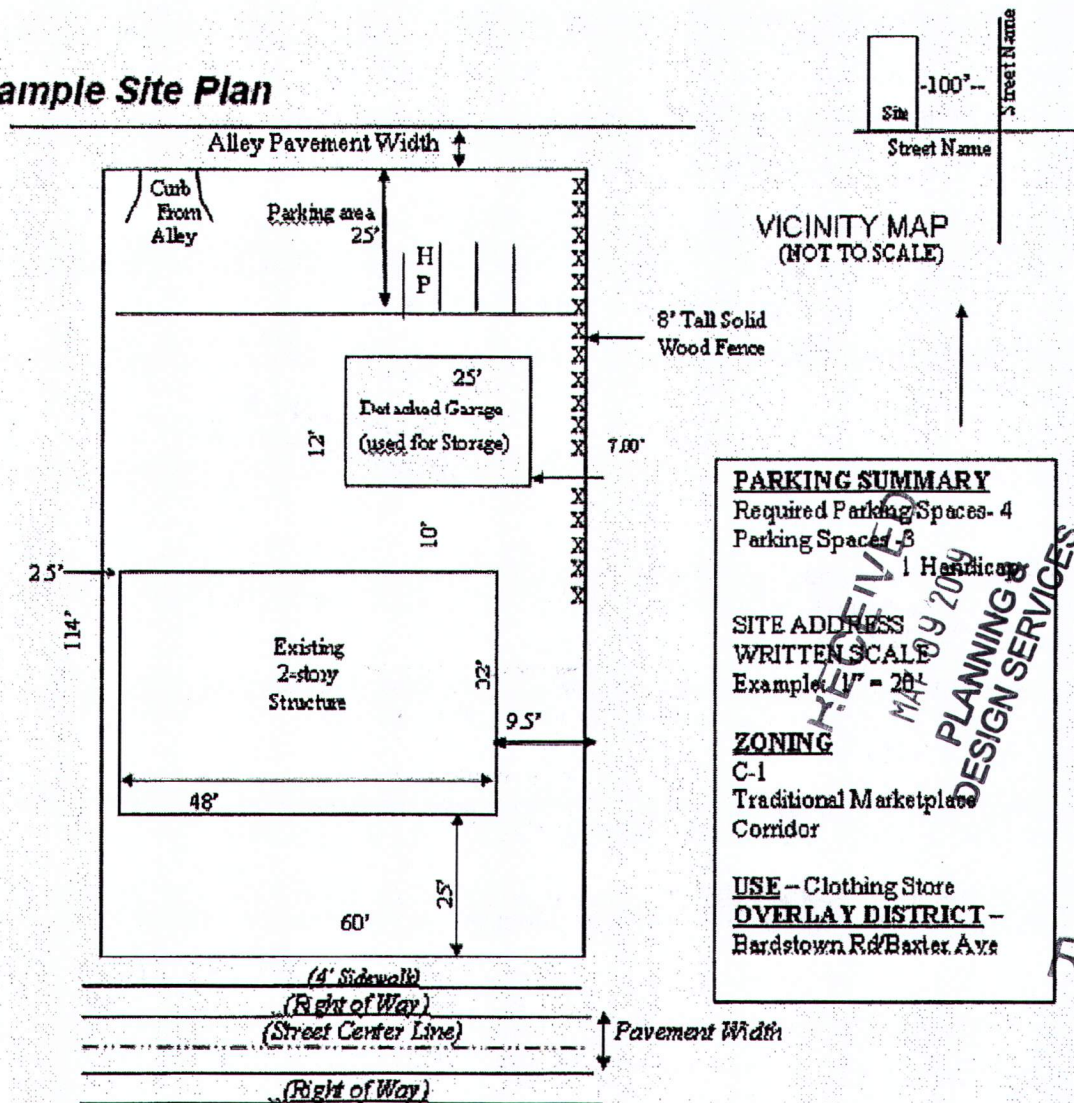
Certificate of Appropriateness: A project involving physical changes to the exterior of a building, structure, or property designated as a local landmark or located within a local preservation district shall require prior approval in the form of a Certificate of Appropriateness. An approval requires substantial conformance to design guidelines established for each landmark and district. The design guidelines, along with other information regarding local preservation districts, may be found at the website of the Landmarks and Preservation Districts Commission:

<https://louisvilleky.gov/government/planning-design/historic-preservation-landmarks-and-overlay-districts>

Overlay District Permit: A project involving physical changes to the exterior of a building, structure, or property within an overlay district shall require prior approval in the form of an Overlay Permit. An approval requires substantial conformance to design guidelines established for each overlay district. The design guidelines, along with other information regarding overlay districts, may be found at the following website:

<https://louisvilleky.gov/government/planning-design/historic-preservation-landmarks-and-overlay-districts>

Sample Site Plan



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BONE DRY ROOFING, INC.

8130 New LaGrange Road • Louisville, KY 40222
 (502) 425-2928 • Fax (502) 425-2924
 www.bonedrylouisville.com

HOME IMPROVEMENT PROPOSALDate 11.20.17

Customer Type _____

TRANSFERRABLE WARRANTYSUBMITTED TO: Cust. ID# 172977NAME Brad zimmermanSTREET 103 W KentuckyCITY Louisville ST Ky ZIP 40203TELEPHONE (H) _____ (W) _____ (C) 812 972-8563

WORK TO BE PERFORMED AT:

STREET SAME

CITY _____ ST _____

EMAIL Zimmerman1987@gmail.com

We hereby propose to furnish all the materials and perform all the labor necessary for the completion of:

JOB DURATION 1-2 daysTEAR OFF ☒ 20 SQ LAYERS 3 PITCH 15/12EST. START DATE 1-2 weeks**MATERIALS AND SERVICES:**SYNTHETIC FELT ☒VALLEY W/ICE/H₂O SHIELD ☒PIPE FLASHING ☒ 3ROOF VENTS ☒ Solar venRIDGE VENT ☐DRIP EDGE ☒ WhiteGUTTER APRON ☒ White**WOOD ADDITIONAL COST:**1 x 6 ☒ 6.00 per ft.PLYWOOD TO MATCH ☒ 45 per sheet7/16" OSB ☐ per sheetTRIM BOARDS ☐ per ft.
(paint not included)Brad Zimon AS NEEDED**CHIMNEY REFLASH:**☐ BRICK COLOR _____ ☐ SIDED☐ Recommend Masonry InspectionCOPPER FLASHING ☒ _____ ft.BRICK WALL FLASHING ☒ White ft.BRICK CHIMNEY FLASHING ☐ _____ ft.**YOUR ROOFING OPTIONS:**☐ GOOD Owens Corning Oakridge (Platinum Transferrable Warranty - 50yr labor & materials) \$ 11,476.63 /MO.☐ BETTER _____ \$ _____ /MO.☐ BEST _____ \$ _____ /MO.COLOR Oakridge driftwood Bradley ZimonIce/H₂O Shield 3' Along Eaves (includes gutter apron) Per KY State Code \$ 340.00 /MO.Ventilation System Upgrade Install 1 solar power fan to keep attic and shingles cool \$ Included /MO.Skylight Replacement (no interior trim/paint) Spray paint the gable vent up front white \$ Included /MO.Attic Insulation: R 38 13" minimum Code requirement \$ 946.00 /MO.R 49 16" middle Grade \$ 1,286 /MO.R 60 20" Department of Energy Recommendation \$ 1,627 /MO.

Gutter Replacement (will be invoiced separately from roofing) \$ _____ /MO.

Gutter Protection Selection Good _____ \$ _____ /MO.

Better _____ \$ _____ /MO.

Best _____ \$ _____ /MO.

Additional Work/Notes Install 36 ft of EPDM and repair soffit underneath with new plywood and paint to match existing \$ 3,750 /MO.Additional Work/Notes Possible redeck \$ 2,835 /MO.All material is guaranteed to be as specified and work completed in a substantial workmanlike manner for the SUM OF: \$ 16,512 /MO.

Financed Amount _____ \$ _____

Balance Due At Completion _____ \$ 16,512☒ Platinum Warranty: (50 years material non pro-rated, Limited lifetime workmanship)☐ IWS☐ Starter Strip☐ Ventilation☐ Ridge Cap☐ OC FeltRespectfully submitted by on this 8 day of March, 20 16Note - This proposal may be withdrawn by Bone Dry Roofing, Inc. within 30 days from the date of submission if not accepted in writing by Customer and returned to Bone Dry Roofing, Inc. prior to withdrawal by Bone Dry Roofing, Inc.Per Jose Garcia 794-0646Customer Service # 502-425-2928**ACCEPTANCE OF PROPOSAL**

The above prices, specifications and Bone Dry Roofing, Inc.'s Statement of Terms and Conditions are incorporated by reference. Some of these terms and conditions are on the reverse side, all terms and conditions are available for review on the Bone Dry Roofing website or upon request. Customer hereby accepts all terms and conditions and authorizes Bone Dry Roofing, Inc. to do the work as specified.

Customer Bradley ZimonDate 03/08/17

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PAYMENT DUE UPON COMPLETION☐ This Proposal is contingent upon insurance approval

Form #1026 Rev 5/16

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TERMS AND CONDITIONS

Your signature on this Proposal creates a contract between you (the "Customer") and Bone Dry Roofing, Inc. ("BDR"). In addition to the scope of work and terms described on the preceding page, the following terms and conditions control this contract between Customer and BDR.

1. **Parties.** The parties to this Contract are you and BDR. This Contract does not create any relationship between you and any other entity. You understand that other companies related to BDR may provide you with proposals and you may enter into separate contracts with those entities. The terms of this Contract do not control those relationships and any other contracts you may enter into with those entities do not affect the terms of this Contract. Nothing in this Contract will create a third-party beneficiary relationship.
2. **Recommendations and Options.** You understand that BDR may offer recommendations of Work and/or Options for you to pick from. These recommendations and options are not guarantees or warranties that the offered work will suit your particular needs, purposes, or desires. Your selection of certain recommendations or options may affect the Price of the Work.
3. **Payment.** You agree to pay the full balance of this Contract upon completion of each division of work (roofing, gutters, insulation, etc.) by BDR. Determination of the balance due and the date of completion are solely the responsibility of BDR. In the event of any dispute, including a dispute regarding the quality, character, or completion of the work, or a dispute regarding the balance due, your exclusive remedies shall be defined in the paragraph 7, below. You may not, under any circumstances, withhold amounts, claim an off-set, or unilaterally attempt to charge other amounts to BDR. Your failure to tender the full balance due upon notice of completion is a default of your obligations under this Contract.
4. **Supplemental Claims.** Homeowner hereby assigns to BDR the right to submit supplemental claims to the homeowner's insurance company for any changes to the work. Any and all supplemental claims billed by BDR for additional work, cost increase, general contracting fees such as Overhead and Profit belong to BDR and become due upon receipt of such payment from the insurance company.
5. **Warranties.** Unless specifically stated otherwise in this Contract, BDR expressly disclaims any representations and warranties, including without limitation, the implied warranties of merchantability and fitness for a particular purpose.
6. **Installation Practices.** Unless specifically stated otherwise in this Contract, BDR installs all products in accordance with manufacturer specifications.
7. **Environmental Conditions.** BDR disclaims any responsibility for all direct or consequential damages caused by mold, mildew or any other environmental hazards including asbestos. Customer hereby holds BDR harmless from all damages caused by mold, mildew or any other environmental hazard.
8. **Governing Law.** This Contract shall be construed and interpreted according to the Laws of the State of Indiana.
9. **Disputes.** As the exclusive means of resolving any disputes arising out of this Contract, including, but not limited to, an alleged breach of this agreement and any claim in tort related to the subject matter hereof, a party may demand that any such dispute be resolved by arbitration administered by Midwest Dispute Resolution (www.midwestdispute.com) in accordance with its Summary Arbitration Rules, and each party hereby consents to any such disputes being so resolved. Judgment on the award rendered in any such arbitration may be entered in any court having jurisdiction. A party initiating arbitration pursuant to this section shall file its Notice with Midwest Dispute Resolution, pursuant to its Summary Arbitration Rules, no later than 120 days after the dispute arises. The failure to comply with this requirement will act as an absolute bar to any untimely claim.
10. **Default and Collections.** In the event of default or in the event an Order or Judgment is entered against you as a result of a Dispute, you will be responsible for all of BDR's expenses incurred in connection with the enforcement of this agreement and collection of amounts due, including attorney fees and court costs.
11. **Limitation of Liability.** In no event will BDR be liable in contract, tort, strict liability, warranty or otherwise, for any special, incidental or consequential damages, such as, but not limited to, delay, disruption, loss of product, loss of anticipated profits or revenue, loss of use of the equipment or property, non-operation or increased expense of operation of other equipment or systems, cost of capital or cost of purchase or replacement equipment systems or power. The liability of BDR and of BDR's employees, subcontractors and consultants to you shall not exceed the lesser of \$10,000 or the amount actually paid by you to BDR pursuant to this Contract, regardless of the legal theory under which such liability is imposed.
12. **Indemnity.** You agree to indemnify and hold BDR and its employees and agents harmless from and against all liabilities, legal fees, damages, losses, costs and other expenses in relation to any claims or actions brought against BDR arising out of any breach by you of these Terms and Conditions or other liabilities arising out of your use of the Work.
13. **Severance.** If any of these Terms and Conditions should be determined to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction then such Term or Condition shall be severed and the remaining Terms and Conditions shall survive and remain in full force and effect and continue to be binding and enforceable.
14. **Entire Agreement.** You agree that you have read and understand the written terms of this Contract. You agree that the written terms of this Contract define the relationship between you and BDR. You further agree that you are not relying upon any statements, advertisements, or representations not explicitly included in this Contract by writing to induce you to enter into this agreement or define or understand the terms of this Contract.

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Done

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Line Lengths:

Ridges = 69 ft**Hips = 6 ft**

Valleys = 6/ ft

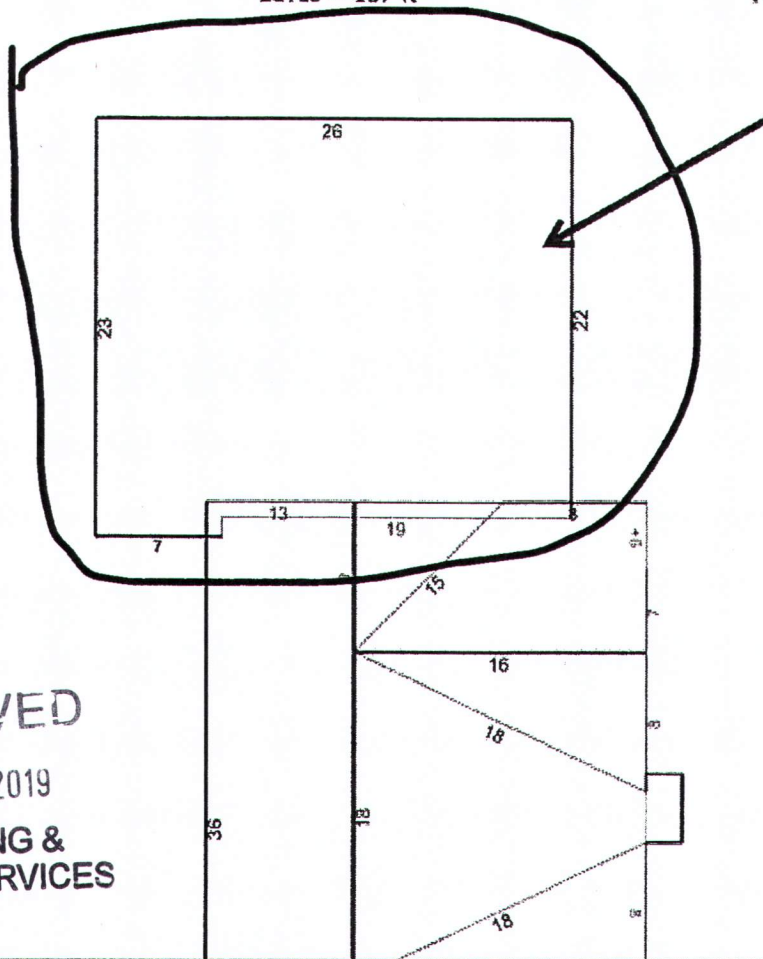
Rakes = 87 ft

Eaves = 157 ft

Flashing = 34 ft

Step flashing = 24 ft

Parapets = 0 ft



**INstall
insulation in
this section
only.
Remove
planks and
inspect for
insulation.
Price might
change
depends on
the
thingness of
insulation.**

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**Spray paint the gable
vent white**

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19CCAI140

Brad Zimmerman

From: Brad Zimmerman <bzimmerman1987@gmail.com>
Sent: Tuesday, April 30, 2019 12:15 PM
To: Brad Zimmerman

[EXTERNAL EMAIL]

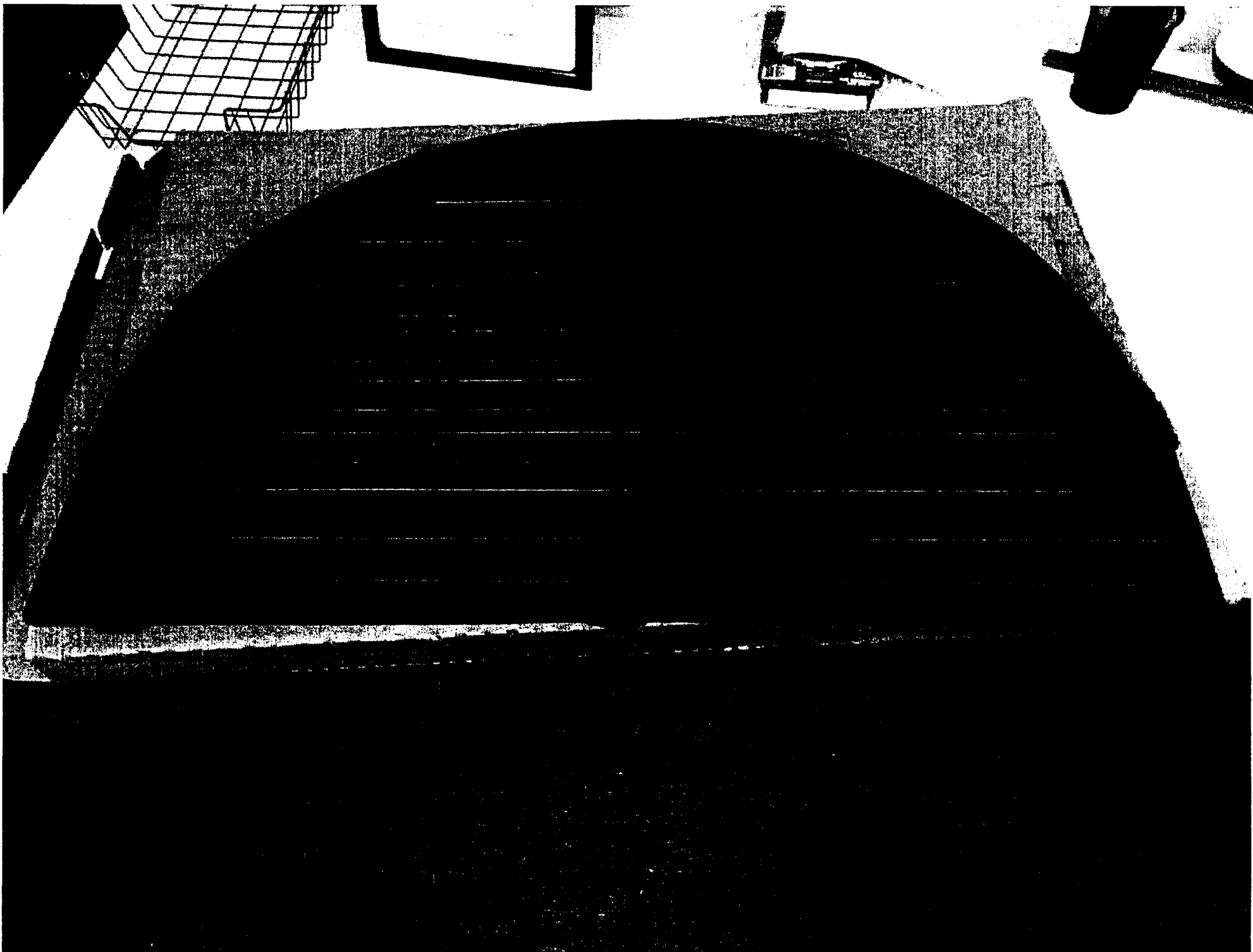
Hey there brad,

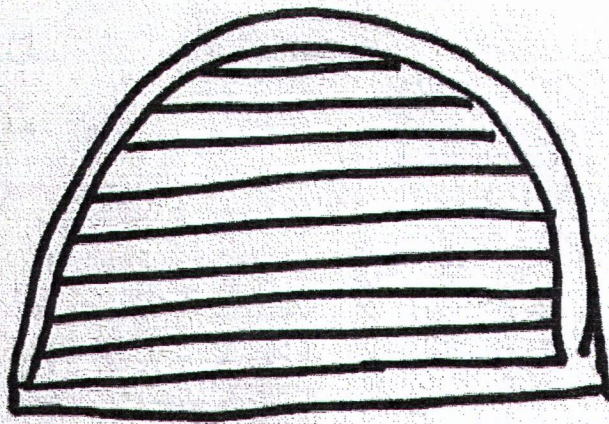
Here is the pictures of the vinyl vent that we are planing to install. The modification that we are planning to do is is install the vent and use 1x's strip of wood behind it to creat the circle that will be nail to the roof. Once we have it secure to the roof. We will use EPDM rubber to go around the vent. Se below for a small drawing and I hope it makes sense.

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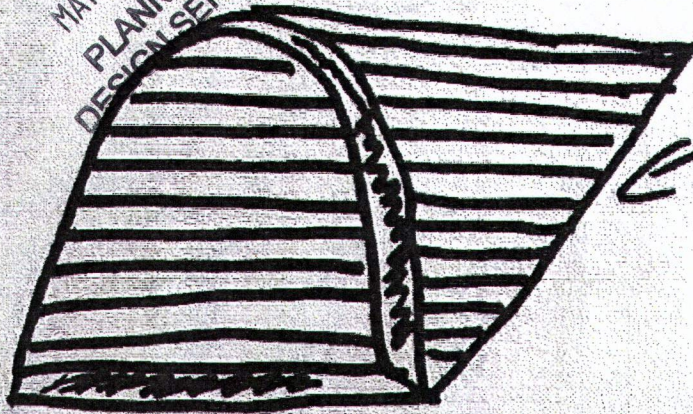
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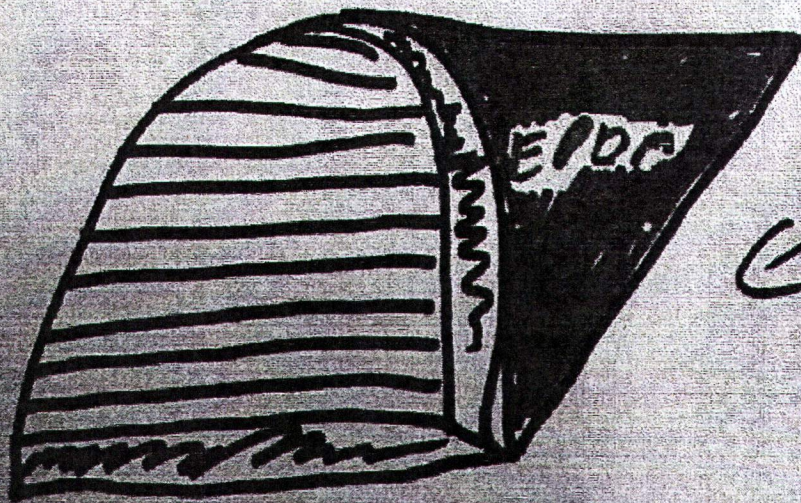




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1x1's
strip



EPDM
Rubber
membrane.

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Brad Zimmerman

To: Brad Zimmerman
Subject: RE: Gable vent 103 W Kentucky St

Savannah,

Amy and I both agree with you on the gable vent. This whole conversation has been going on for 13 months now and this is the best they can do they claim. Our original invoice states that the vent was to remain and just be painted white. However, they claim the vent crumbled apart when they were removing the old shingles so they threw it out. What are our options? Do we even need the vent? We are tired of this headache.

Sincerely,

Brad Zimmerman
(812)972-8563
BZimmerman1987@gmail.com

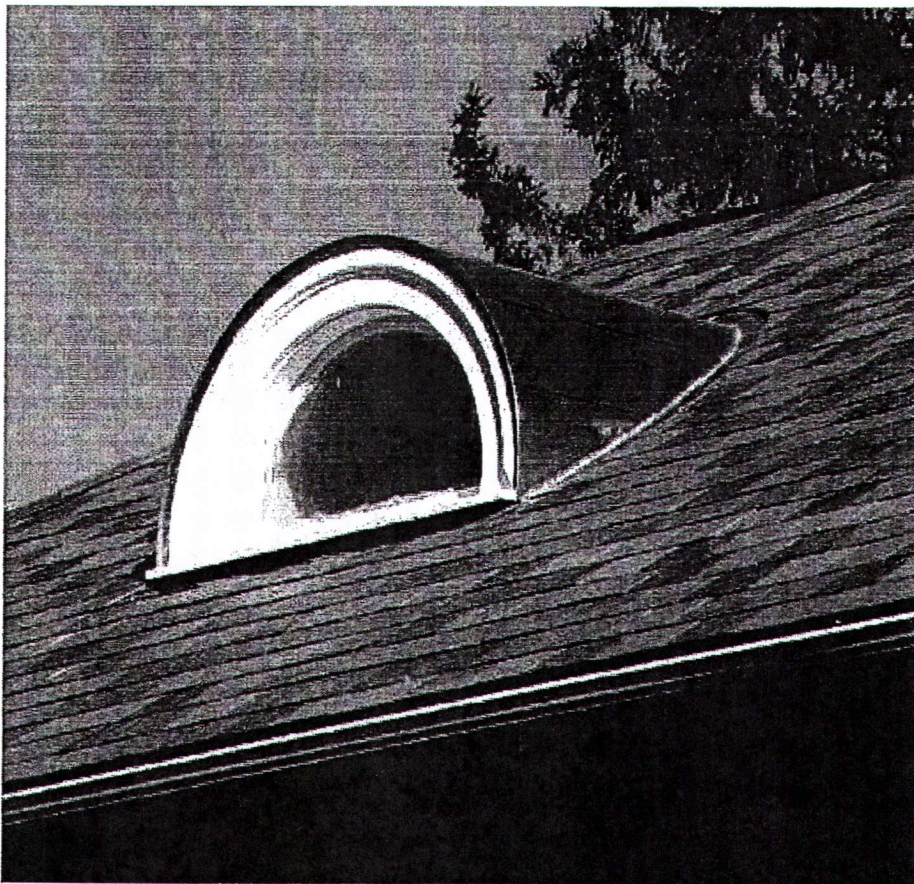
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On Apr 19, 2019, at 2:08 PM, Darr, Savannah <Savannah.Darr@louisvilleky.gov> wrote:

Brad,

I still have concerns about their proposal. The grate appears a lot larger than what was there before. Looking at Google, the previous vent was wide but short (maybe 16-20" tall). It also doesn't stick out from the roof very much. What the roofers are proposing is larger and it's going to stick out 2-3' from the roof. That's going to make this vent look like a dormer not a vent. I have photos of both below.





From: Brad Zimmerman <bzimmerman1987@gmail.com>
Sent: Thursday, April 18, 2019 7:18 AM
To: Darr, Savannah <Savannah.Darr@louisvilleky.gov>
Subject: Fwd: Gable vent 103 W Kentucky St

CAUTION: This email came from outside of Louisville Metro. Do not click links or open attachments unless you recognize the sender and know the content is safe

Savannah,

Please see below for answers to your questions from the roofing company.

Thanks,

Brad Zimmerman
(812)972-8563
BZimmerman1987@gmail.com

Begin forwarded message:

From: Edgar Cordova <edgar.cordova@bonedry.com>
Date: April 17, 2019 at 6:32:41 PM EDT

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To: Brad Zimmerman <bzimmerman1987@gmail.com>

Subject: Re: Gable vent 103 W Kentucky St

Hey sir ! sorry for the late response , I was so busy ,doing some work

That is the only size that I can get for the vent and we don't know yet ,how much will be stick out From the roof ,

We planing on 2-3 ft sticking out from the roof

But we not sure yet ,

I will working on finding the framing crew to start working on the vent once I have the frame I will let you know , but again I not sure how it would look .

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JOSEPH SENA, INC.

Historical Preservation Specialist

974 Breckenridge Lane #177

Louisville, Kentucky 40207

Office: (502) 451-2790

Cell: (502) 724-6820

Fax: (502) 995-0120

Proposal and Contract

To: Brad Zimmerman
103 W. Kentucky Street
Louisville, KY 40203

Date: May 8, 2019
Cellphone (B): (812) 972-8563
Email: bzimmerman1987@gmail.com

Project: Front Attic Vent Installation **Specifications:** Standard

Work Scope: We propose to furnish all equipment, labor, and materials in strict accordance with the plans and specifications as follows:

1. Provide and install 1 historical type attic vent with radius cover with 4" flanges, screened front, galvanized metal, for steep roof.
2. Roof as needed.
3. Work to start 1 week from date of acceptance of contract and to be completed in approximately 20 working days, weather permitting.
4. Warranty: 1 call back or 1 year, whichever comes first, on workmanship.

PRICE FOR THE TOTAL SUM OF: \$6,500

Terms and Conditions: Joseph Sena, Inc. shall not be held liable for any loss due by fire due to other trades, or vandalism, union strikes, material stolen from premises, or acts of God. Joseph Sena, Inc. retains the right to suspend all work including furnishing warranty for failure of customer or prime contractor to make proper payment when due. Any dry-rotted wood replacement will be at \$10.00 per foot, unless stated in the contract that it is included in the total price. Any wood framing replacement will be at \$25.00 per foot and \$15.00 per foot (if it is only retrofitted), unless it is stated in the contract that it is included in the total price. These wood replacements are on an as-needed basis only. Joseph Sena, Inc. shall be entitled to receive from customer or prime contractor all costs of collection including filing and attorney's fees that result from customer or prime contractor failing to make proper payment when due. Failure to make payment according to the terms of this contract or any acceptable revisions thereof shall void all warranties.

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The terms and conditions of this contract are to be held in strict confidence between the property owner and Joseph Sena, Inc.

Terms: \$3,500 upon acceptance of contract; and
 \$3,000 upon completion of project.

By: _____
 Joseph Sena, Inc., General Contractor

Date: _____

and

By: _____
 Brad Zimmerman, Owner

Date: _____

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