



## LANDMARKS COMMISSION APPLICATION

Monthly meeting is scheduled the first Wednesday of every month.

**Application Deadline is 4:30 p.m. on the Monday of the week before the Landmarks Commission meeting (typically the last Monday of every month).**

Date Received: \_\_\_\_\_

Paid: \_\_\_\_\_ Rec'd. By \_\_\_\_\_

Trakit #: \_\_\_\_\_

I am applying for a:

Certificate of Appropriateness (COA) - **\$15 application fee required.**

Paint and Repair Grant (no fee)

### A. General Information:

Applicant Name: Zechariah Krueger

Phone-Home: 262-442-4061

Phone-Work: 262-271-2429

E-mail: kruegerzech@gmail.com

Mailing Address: 416 McCall St Waukesha WI 53186

**PLEASE READ AND SIGN:** The information in this application is accurate to the best of my knowledge. I agree to supply any relevant documentation that is required for the proper review of this application and I understand that any missing or incomplete information may delay the review process. By signing this I also authorize the City of Waukesha or its agents to enter upon my property for the purpose of reviewing this application.

Signed: Zechariah Krueger Date: 5.15.2024

### B. Income Level Information: (Required only for those applying for a LCP & R Grant.)

Based on the following chart, CHECK ONE OF THE BOXES BELOW to INDICATE WHETHER YOUR FAMILY INCOME IS ABOVE OR BELOW THE GUIDELINE amount for your household:

No. in Family	Income Level (Up to:)	No. in Family	Income Level (Up to:)
1.....	\$37,650	5.....	\$58,050
2.....	\$43,000	6.....	\$62,350
3.....	\$48,400	7.....	\$66,650
4.....	\$53,750	8.....	\$70,950

Income is **Above** Guidelines

Income is **Below** Guidelines

Please note: income information is for CBDG reporting only and is not used to determine whether applicants qualify for grant money.

### C. Architectural Information on Property (if unknown you may leave this section blank):

Historic Name of Building: John Lacher House

Address of Historic Property 414/416 McCall St Waukesha WI 53186

Construction Date/Era: 1896

Architectural Style: Queen Anne

Historic Background (Brief): \_\_\_\_\_

**We recommend reading the Landmarks Commission Design Policies and/or discussing your plans with staff before submitting your application. The Design Policies are available here: <https://www.waukesha-wi.gov/government/departments/landmarks.php>**

**D. Nature of Intended Repair(s)/Proposed Work:**

Briefly and accurately describe type and location of proposed work on the primary building, carriage house, and any other outbuildings (i.e.: garage). Attach extra sheets and supplemental material as requested in the criteria checklist found in Section E. Be sure to reference the attached Exhibit A, which summarizes the guidelines from the Secretary of Interior’s Standards for Historic Preservation Projects. Your narrative must address any of the following elements related to your project:

**Roof:** Repair or replacement? \_\_\_\_\_  
 Soffits, Fascia, Downspouts \_\_\_\_\_  
 Eaves, Gutters \_\_\_\_\_  
 Shingle type/style/color \_\_\_\_\_

**Chimney(s):** Repair or replacement? \_\_\_\_\_  
 Flashing \_\_\_\_\_  
 Tuckpointing \_\_\_\_\_

**Siding:** Repair or replacement? \_\_\_\_\_  
 Paint Colors, Materials \_\_\_\_\_  
 Shingling and Ornamentation/Stickwork \_\_\_\_\_

**Windows:** Repair or replacement? \_\_\_\_\_  
 Materials, Other \_\_\_\_\_

**Other Exterior Repairs:** \_\_\_\_\_  
 Awnings \_\_\_\_\_  
 Brickwork/Stonework \_\_\_\_\_  
 Cresting \_\_\_\_\_  
 Doors \_\_\_\_\_

**Foundation:** Extent of repair \_\_\_\_\_  
 Tuckpointing \_\_\_\_\_  
 Other \_\_\_\_\_

**Porch:** Repair or replacement? \_\_\_\_\_  
 Front or Side, Rear \_\_\_\_\_  
 Ornamentation \_\_\_\_\_  
 Finials, Other \_\_\_\_\_

**Miscellaneous:** \_\_\_\_\_  
 Landscaping \_\_\_\_\_  
 Fences \_\_\_\_\_  
 Paving/Brick Pavers \_\_\_\_\_

**Details:** **EXTERIOR PROJECT INCLUDES:**

1: ALL WOOD SIDING (BROWN)

2: SHAKE SIDING ON FRONT DORMER (BROWN)

3: ALL WOOD WINDOW FRAMES (TURQUOISE TO CREAM)

4: ALL WOOD CORNERS, TRIM, FASCIA, DOOR TRIM (TURQUOISE TO CREAM)

5: TWO UPPER DOUBLE HUNG WOOD WINDOWS (TURQUOISE TO CREAM)

6: ALL PREVIOUSLY PAINTED MECHANICALS (BROWN)

7: WOOD ACCENT WINDOW HEADERS (BURGUNDY)

**PAINT SELECTIONS**

1: SIDING: EMERALD RAIN REFRESH - 2 COATS - COLOR BROWN MATCH

2: TRIM: EMERALD RAIN REFRESH - 2 COATS - COLOR - CREAM MATCH

3: ACCENT: EMERALD RAIN REFRESH - 2 COATS - COLOR - BURGANDY MATCH

Estimated start date: JUNE 30, 2024

Estimated completion date: JULY 14, 2024

I/We intend/have already applied for the state's preservation tax credits: \_\_\_ Yes  No

Status: \_\_\_\_\_

Have you done any previous restoration or repair work on this property?

No  Yes If yes, what has been done?

REPAIRS ON PORCHES

Are you aware of any significant alterations or restoration done by previous owners?

No \_\_\_ Yes If yes, what has been done?

Are any further repairs or alterations planned for this building for the future?

No \_\_\_ Yes If yes, please describe:



**E. Criteria Checklist:**

**REQUIRED FOR ALL PROJECTS**

- Photographs of affected areas and existing conditions from all sides
- Historic plans, elevations or photographs (if available)
- Material and design specifications, including samples and/or product brochures/literature when appropriate

**REQUIRED FOR ALL PROPOSED NEW CONSTRUCTION, ADDITIONS, EXTERIOR ALTERATIONS, FENCING AND LANDSCAPING**

\_\_\_ Site and/or elevation plan – to scale

**REQUIRED FOR EXTERIOR PAINT WORK**

Color samples (including brand of paint and product ID number) and placement on the structure

**REQUIRED FOR ALL LCP&R APPLICATIONS**

Provide a detailed cost estimate for these repair(s), based on the number of gallons of paint, the amount of lumber, or the number of panes of glass, etc. Be certain to separate material costs from labor. Include a written estimate(s) if available:

PAINT - \$16,550.00

## **SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION OF HISTORIC PROPERTIES, APPLIED BY THE WAUKESHA LANDMARKS COMMISSION**

To receive a Certificate of Appropriateness, a rehabilitation project must be determined by the Landmarks Commission to be consistent with the historic character of the structure(s) and, where applicable, the district in which it is located. The following Standards are to be applied to specific rehabilitation projects in a reasonable manner, taking into consideration economic and technical feasibility.

1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials or alteration of features, spaces, and spatial relationships.
2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.
3. Each property will be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.
4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.
6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.
7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
8. Archaeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.
9. New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.
10. New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.







**Two Day Painting**  
 1701 Pearl St, Suite 3  
 Waukesha, WI 53186  
 262.312.2182

Mike Stuempfig  
 Estimator  
 262.899.0921  
 mike.twoday@gmail.com

CONTACT	JOB ADDRESS	QUOTE ID	DATE
Zech and Candice LeGros 416 Mcall St Waukesha, WI 53186 Candicerita93@gmail.com 262.271.2429	Zech and Candice's Address 416 Mcall St Waukesha, WI 53186	12735	05/15/2024

## Quote

### Item

#### Exterior Job Description

Exterior Project Includes the following surfaces on the house:

1. All wood siding (brown)
2. Shake siding on front dormer (brown)
3. All wood window frames (turquoise to cream)
4. All wood corners, trim, fascia, door trim (turquoise to cream)
5. Two upper double hung wood windows (turquoise to cream)
6. All previously painted mechanicals (brown)
7. Wood accent window headers (burgundy)

**Excludes:** Carpentry, detached garage, all surfaces currently painted with the light cream color, porch and deck floors, front and right side porch ceiling, railings and spindles, pillars, all components of the brown treated back stair structure, all rafter tails and the soffit underneath, all stone foundation, all storm windows, all windows under the storms, fence, lattice, all newly installed white storm windows, all doors, brick, all gutters and downspouts, and all areas not specified above.

**Carpentry:** *Carpentry may be needed. All repair (which includes board removal, replacement, caulking, priming, setup and cleanup) will be performed at an additional time and materials charge of \$95 per man hour plus materials pending customers approval, as it is not included in the price below.*

**Preparation:**

- **USE LEAD PRECAUTIONS**
- Hand clean as needed
- Scrape all loose and peeling paint (no sanding included)
- Prime bare areas with PEEL BOND primer
- Caulk where needed in areas previously caulked where we are painting
- Fill woodpecker and large knot holes with high quality wood putty
- Remove and reset downspouts
- **Do not remove storms windows**

**Product and Sheen in included areas above:**

1. Siding: Emerald Rain Refresh Flat or Satin - 2 coats - Color - brown match
2. Trim: Emerald Rain Refresh Satin - 2 coats - Color - cream match
3. Accent: Emerald Rain Refresh Satin - 2 coats - Color - burgundy match

**Other Project Information:**

Color consultation requested: No

French cut required: **No**

Color Scheme: Change - Notes below

Total # of Colors Included: 3 (For each additional color, add \$95)

Job Specific Notes: Daily and full cleanup upon completion. We will not be able to get 100% of the paint chips. Price includes all labor, paint, and materials, unless specified otherwise in this proposal.

*\* Color coverage not guaranteed. Not all jobs will be completed in two days. Upon approval, any additional work performed will be an additional charge. Any materials for T/M items will have a 35% markup.\**

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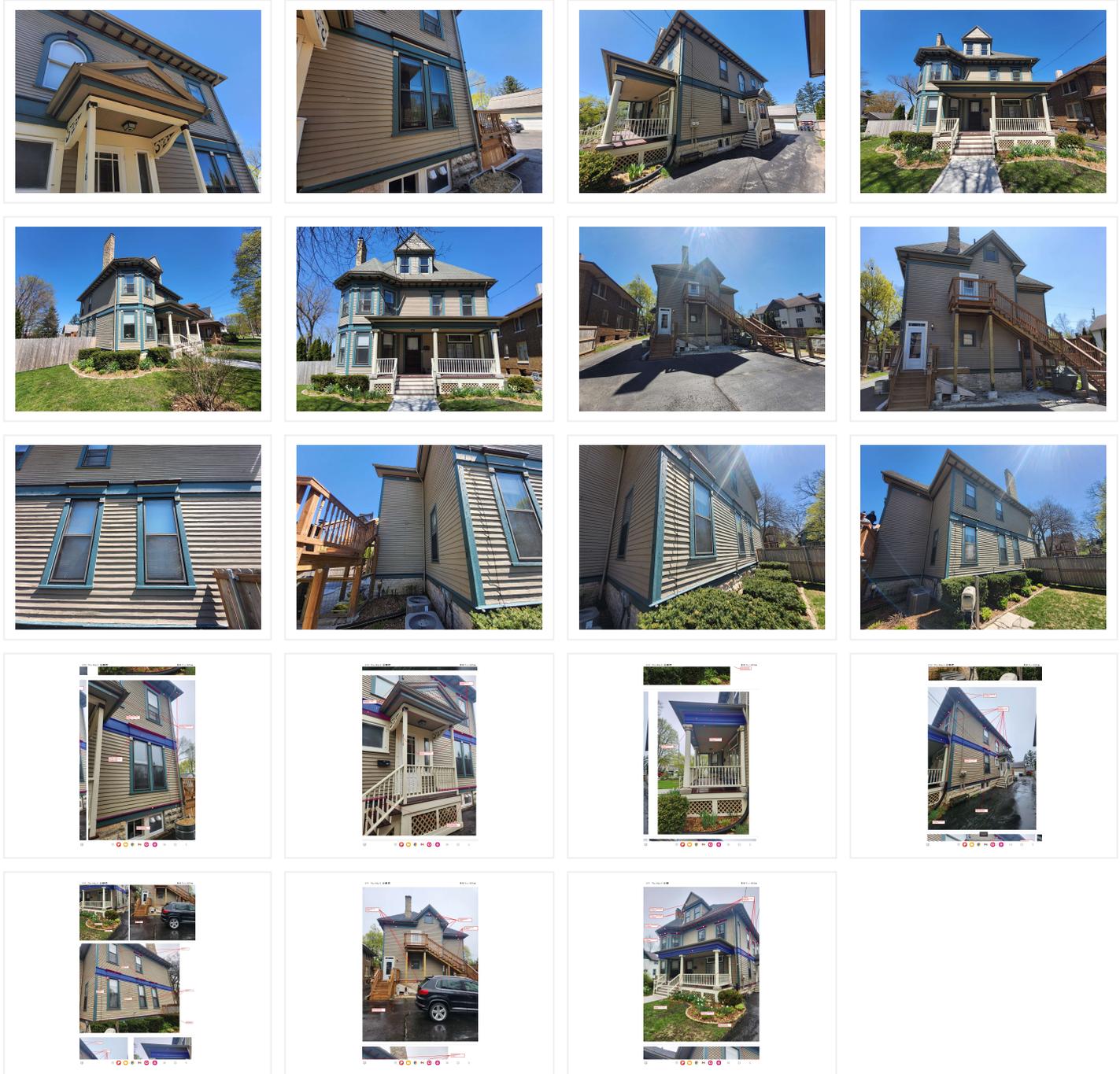
	Sub Total	\$20,687.00
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	Spring early bird discount 15% off +5% flex schedule discount	-\$4,137.00
	Total	\$16,550.00

- 25% Deposit due upon signing, client will be using the Greensky financing for the remaining payment
- Payable via Check, Cash, or ACH Bank transfer. (Add 3% surcharge for Credit Cards)

# Media

## Exterior Job Description



This painting contract is between the Customer (Owner) and Two Day Painting (Contractor). By signing this agreement, Owner represents and warrants that Owner has legal authority to execute this agreement, and owner has reviewed and approved each of the terms below.

**Payment:** Deposit due upon signing; remainder due upon completion. Contractor is entitled to a service charge of 2% per month on all past due amounts accruing (3) days after completion, plus all costs of collections. Final Payment shall constitute acceptance and approval of all work.

**Work and Materials:** Contractor is responsible for, and shall have sole control of the management, performance methods, sequences, and coordination of the work. Materials may have normal industry

tolerances for color, variation, finish, texture, and performance standards. Excess unused materials shall remain the property of the contractor.

**NOTICE OF OWNER'S RIGHT OF RESCISSION:** The owner may cancel this contract at any time prior to midnight of the third (3rd) business day after the date of this contract signing. Cancellation must be in writing. Email is cool too.

**Access to Jobsite; Jobsite Responsibility:** Owner shall provide electric power and water to the Contractor. Owner agrees to maintain access for Contractor at the Jobsite, to keep the Jobsite free from obstructions and conflicting work, trim all plants and vegetation a minimum of 12 inches away from the house, and to obtain permission for Contractor to gain access through adjacent property, if required by Contractor to do so. Contractor is not responsible for failures or defects that result from work by third parties, whether occurring before or after commencement or completion of the Work. Contractor is not responsible for the safety of any person or pet on the job site, other than it's workers.

**Owner's Personal Property:** Owner agrees to remove/protect/secure any personal property (including any pets) at or near the Jobsite. If Owner asks Contractor to move personal property or fixtures, Owner agrees to hold Contractor harmless for any damage caused to or by the personal property or fixtures during relocation. Owner also agrees that Contractor shall not be held liable for any minor damage to the Owner's landscaping or building, including damage resulting from the relocation of large appliances. Contractor shall take reasonable efforts to avoid damage to existing property and in such event shall not be responsible for damage to Owner's property, whether caused in whole or in part by Contractor, its employees or subcontractors, or their suppliers in the performance of Work at the Jobsite.

**Marketing:** Owner agrees to allow Contractor to display a company sign at the job site, take photos and videos of the jobsite to use for marketing purposes, and to communicate via email and text for future correspondence and offerings.

**Changes.** Contractor or the Owner may request changes in the Work, which may impact the Contract Price or Contract Schedule. All such changes will be in a written Change Order to be signed by both Parties prior to the commencement of any new work. The Parties agree that Change Orders may be documented via email correspondences and approved by the Parties electronically. For changes in the Work, the Parties shall negotiate an adjustment to the Contract Price and/or the Contract Schedule in good faith and as expeditiously as possible. Where Contractor seeks input and information from Owner prior to issuing a Change Order, Owner shall use reasonable efforts to respond to Contractor's request for information within three (3) calendar days. Acceptance of a Change Order by Owner shall not be unreasonably withheld.

**Work Stoppage:** Should work be stopped by Owner for more than (7) calendar days, contractor may terminate this agreement and collect the value of all work completed and materials ordered as of the date the work is stopped, plus Contractor's anticipated profit. If the project is exterior related and can not be completed before the winter, Owner will make a partial payment based on the percentage of the work performed, at the Contractor's discretion.

**Delay:** Work shall be completed in accordance to the agreed upon schedule, unless delay occurs due to work stoppage, adverse weather conditions, labor disputes, changes by owner, work performed by owner or other hired contractors, supply shortages, casualties or accidents, Owner's failure to make any partial payments if required, or any other cause beyond Contractor's control. Any such delay shall extend the time to complete the

project by a reasonable amount, or at Contractor's option, terminate this agreement if the cause of the delay cannot be resolved within (7) days.

**Lead Paint Acknowledgement:** I, the Owner, have received a copy of the pamphlet, The Lead-Safe Guide to Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools, from Contractor Informing me of the potential risk of lead hazard exposure from renovation activity to be performed in/on my dwelling unit. I acknowledge having received this pamphlet before the work began. An additional link to the pamphlet is <https://www.epa.gov/sites/default/files/documents/renovaterightbrochure.pdf>

**Disputes:** All disputes related to this Agreement shall be resolved through mediation or binding arbitration, which shall be conducted by the NARI Home Improvement Council Ethics Committee pursuant to its rules. If the parties proceed to binding arbitration, the decision of the NARI Home Improvement Council Ethics Committee shall be final regarding all matters submitted to it and may be enforced in any court having jurisdiction thereof in accordance with the Wisconsin Arbitration Act.

**2 Year Limited Warranty:** Contractor warrants against the peeling of the paint applied as the result of inadequate surface preparation, and/or improper application. This limited warranty shall commence upon the Contractor's completion of the Work and run for a period of (i) twenty-four (24) months if the Work involves the application of two coats of paint; or (ii) twelve (12) months if the Work involves the application of one coat of paint. Contractor's limited warranty does not include: (a) any areas where the owner supplied the paint (b) remedies for defects or damages caused by the owner or any other contractor's work; (c) abuse; (d) brush marks, roller texture, fading, chalking, flashing, warped vinyl, cracking due to the buildup of excess paint, peeling due to ice dams, surfactant leaching, rusting, stain seepage, bleed through, deteriorating stain, delamination, peeling along rotting boards, separating drywall tape seems, protruding nails, nail pops, hail damage; (e) any Work performed in bathrooms, decks, areas exposed to forced moisture, and any horizontal surfaces where any moisture may collect. Owner acknowledges and agrees that an exact color match between the materials used by Contractor in performing any warranty work may not match existing materials. This limited warranty will be voided if Contractor does not receive final payment from Owner. This limited warranty shall extend to Owner alone and automatically terminates upon Owner selling or vacating the Jobsite. The warranty period is not extended by Contractor's correction of defective work. Owner shall notify Contractor in writing of any defects prior to expiration of the warranty. Contractor shall correct the defect at its own schedule and cost and bear the expense of additional services required for correction of the defect. If Owner does not permit Contractor the opportunity to examine, test or correct the defect as reasonably requested by Contractor, Owner waives the Contractor's obligation to correct the defect. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED. CONTRACTOR IS NOT LIABLE TO OWNER FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY SORT.

**Free Touchups For Life:** Contractor will provide free touchups up to (4) hours per calendar year on prior work we have completed. These free touchups can be used a maximum of two (2) times, for up to (8) total hours of free touchup work amongst the life of the project. All touchups will be done on the Contractor's schedule at their sole discretion. The Owner must supply brand new paint, with the same color, brand, and sheen as originally used. The Contractor will supply the labor and equipment to complete the touchups. All touchups must be 20 feet or lower, with the ability to be reached by one painter using ladders. If more painters are needed, or scaffolding or lifts are required, Contractor will need to bill for the extra labor and equipment costs. If Owner requests more than four (4) hours of touchups, we will bill for any additional hours. We will simply touch up spots, and not repaint entire surfaces. Touchups may not perfectly blend in with the old paint and

may be visible. Time spent securing materials, including drivetime, will be considered a part of the touchup time. Any materials required will be billed to Owner.

**PCA Standards:** Work will be performed in accordance with standards of the Painting Contractors of America, unless otherwise stated in the proposal. PCA Standards are listed at the following website: <https://www.pcapainted.org/wp-content/uploads/2021/08/2021-Complete-Industry-Standards-Document.pdf>.

**NOTICE OF CONSTRUCTION DEFECTS AND RIGHT TO CURE:** Contractor and Owner agree to comply with Section 895.07 of the Wisconsin Statutes with regard to the requirements of Notice and the Right to Cure before commencing any formal proceeding to resolve the dispute. Owner acknowledges that a copy of the State of Wisconsin brochure of Notice and Right to Cure has been given to the Owner at the time this Agreement is signed. Notwithstanding anything to the contrary in the Agreement, Contractor shall not be obligated to replace or repair any Defect (as defined below) or pay for the replacement or repair of the same if such Defect is caused, in whole or in part by: (a) Owner's improper or insufficient maintenance of the Jobsite or improper or insufficient maintenance or operation of any of the Jobsite's systems; (b) natural occurrences beyond Contractor's control; (c) an act or omission of Owner or any third parties not under Contractor's control, including, but not limited to, work performed by Owner or by other contractors hired by Owner; or (d) normal wear and tear and normal usage. In the event of an alleged construction or design defect arising out of or relating to the Agreement, including, but not limited to, breach of warranty, incomplete Work, or any other condition of the Jobsite (each a "Defect"), Owner shall notify Contractor through written notice of any such Defect, regardless of the cause or source, promptly upon Owner's discovery of the Defect. Owner shall thereafter provide Contractor with reasonable access during normal working hours to the Jobsite for the purpose of investigating, testing and examining the Defect. If the Defect is covered by Contractor's limited warranty, then Contractor shall be given reasonable access to the Jobsite and a reasonable amount of time to, in Contractor's sole discretion, replace or repair the Defect. THE REPLACEMENT OR REPAIR OF THE DEFECT SHALL BE OWNER'S SOLE AND EXCLUSIVE REMEDY FOR A DEFECT. OWNER WAIVES ANY AND ALL INCIDENTAL AND CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY RELATING TO A DEFECT.

**LIEN NOTICE:** AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, TWO DAY PAINTING LLC HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES PERFORMING, FURNISHING, OR PROCURING LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO TWO DAY PAINTING LLC, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN SIXTY (60) CALENDAR DAYS AFTER THEY FIRST PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS OR SPECIFICATIONS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. TWO DAY PAINTING LLC AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

**NOTICE OF CONSUMER'S RIGHT TO RECEIVE LIEN WAIVERS:** If a consumer requests lien waivers, a seller of home improvement services must provide lien waivers from all contractors, subcontractors, and material suppliers. This Wisconsin law protects consumers from having liens filed against their property. Lien waivers prevent the filing of a lien on your home in the event that a contractor does not pay suppliers or subcontractors.



05/15/2024

DATE

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ESTIMATOR SIGNATURE



05/15/2024

DATE

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CUSTOMER SIGNATURE

Quote #12735 for Zech and Candice LeGros  
Total value: \$16,550.00

