



LANDMARKS COMMISSION APPLICATION

Monthly meeting is scheduled the first Wednesday of every month.

Application Deadline is 4:30 p.m. on the last Wednesday of every month.

Date Received: 6-25-19

Paid: 6-25-19 Rec'd. By MA
Trakit #: _____

I am applying for a:

- ☒ Certificate of Appropriateness (COA) - **\$15 application fee required.**
☐ Paint and Repair Grant (no fee)

A. General Information:

Name: JESS MARTINEZ

Phone-Home: 414-807-5301

Spouse's Name: DOHNA

Phone-Work: 414-807-5301

Mailing Address: 108 S PORTER AVE, WAUKESHA, WI 53186

Occupation: ATTY

Phone-Work: SAME

Occupation: ATTY

E-mail: ATTY.MARTINEZ@SBCGLOBAL.NET

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:

Historic Name of Building: W.T. LYLES BLDG

Address of Historic Property: 910-914 CLINTON ST

Construction Date/Era: 1893 TWO ~~STORY~~ BLDG BUILT 3RD FLOOR ADDED 1920

Architectural Style: QUEEN ANN

Historic Background (Brief): _____

Have there been any alterations or repairs? ☒ Yes ☐ No

Describe alterations/repairs:

ENTIRE BLDG RESTORED INSIDE AND OUT-2010+2012
LPA OBTAINED PRIOR TO RESTORATION, ALL WORK DONE
IN ACCORDANCE WITH SECRETARY OF INTERIOR'S STANDARDS
FOR REHABILITATION OF HISTORIC PROPERTIES

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

Briefly and accurately describe type and location of proposed work on primary building, carriage house, outbuildings (i.e.: garage), fences (including retaining walls), paved surfaces and landscaping. 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? <u>FRONT STOOP</u> Front or Side, Rear <u>FRONT OF BLDG</u> Ornamentation _____ Finials, Other _____	Miscellaneous: _____ Landscaping _____ Fences _____ Paving/Brick Pavers _____

SEE ATTACHED
SHEET - page 7

Estimated start date: UPON APPROVAL
 Estimated completion date: 30 DAYS TO COMPLETE
 I/We intend/have already applied for the state's preservation tax credits: ____ Yes ☒ No
 Status: _____

Has owner done any previous restoration or repair work on this property?

☐ No ☒ Yes If yes, what has been done?

BLDG WAS TOTALLY REMADE IN 2010-2012, INSIDE AND OUT ALL INTERIOR WALLS + FLOORS REDUCED TO STUDS. INTERIOR OF 2ND + 3RD FLOORS REDONE INCREASING REPLACING APT FROM TWO TO THREE, 1ST FLOOR REDONE CREATING TWO STOREFRONTS

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 all new construction or proposed additions)

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:

(This section contains horizontal lines for a written estimate, which have been crossed out with a large blue X.)

I have read and answered the above to the best of my knowledge, and the information I have supplied 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. If I am applying for a LCP & R, I also agree to do the intended paint and/or repair work, as outlined and proposed above, exactly as described, or I agree to return the entire amount of the grant. I understand that I, or my assistants, must finish the proposed project within one hundred twenty (120) days of the payment of the grant. Compensation for the paint/materials, acquired solely for the repairs specified above, will be paid promptly upon the receipt of the properly written billing, or in a manner to be agreed upon between the owner/renter and the landmarks Commission or its authorized representative(s). Once the proposed paint/repair project has been approved, no changes or alterations in design or color scheme are allowed without the express written approval of the Landmarks Commission or its authorized representative(s). Failure to comply with the above is sufficient cause for the grant recipient to be required to immediately repay the entire grant amount. Any and all disputes which may arise under this agreement, or its interpretation, concerning eligibility, approval, procedures or forfeitures, shall be presented in writing to the Landmarks Commission, by the applicant, within ten (10) days of the dispute. The Landmarks Commission will then make a decision, and notify the applicant of its decision in writing, within ten (10) days of receipt of the letter detailing the nature of the dispute. These decisions will be final and binding.

Signed: _____

Date: _____

Office use only:

Received by: _____

Inspected/Photographed By _____

COA Approved: ☐ Yes ☐ No

Authorized By _____

Moved: _____

Seconded: _____

Vote: _____

Comments: _____

_____LCP & R Approved: ☐ Yes ☐ No

Authorized By _____

Moved: _____

Seconded: _____

Vote: _____

Comments: _____

Repair or replace deteriorated tile work on the horizontal surface and adjacent vertical surfaces of the front stoop of the W.T. Lyle Building at 910-14 Clinton Street, Waukesha as depicted in the photographs marked Exhibits D, E and F. Adhering to the standards set out in Exhibit A, Standards for Restoration 5. and 6., portions of the horizontal tile work resting on a cracked portion of the concrete slab will be removed, deteriorated concrete ground down, and epoxy injected as necessary to level and restore a stable surface for replacing the patterned tile. Irreparably damaged tile only will be replaced with unglazed ceramic quarry tile (see Exhibit B), a visually matching material, and the "petal pattern" (visible in Exhibit E) will be duplicated in design and color as well as the texture of the material. Original grout will be color matched with Lacticrete Grout (see Exhibit C) for both horizontal and vertical tile repairs. Chipped tile at the front edge of the stoop (newly damaged by the City's snow removal this past winter), particularly visible in Exhibits F and D, will be replaced with bull nose tile (as shown in Exhibit B). Any loose vertical tiles on the surfaces which abut the stoop itself or the sidewalk will be re-adhered; broken tiles will be replaced by the unglazed ceramic quarry tile (shown in Exhibit B).

We have located a craftsman with experience in historic preservation whose work on local properties we have inspected, including the one at 520 N. Grand Avenue.

EXHIBITS

- Exhibit A The Secretary of the Interior's Standards for the Treatment of Historic Properties, 1995
- Exhibit B Metropolitan Ceramics unglazed ceramic tile samples
- Exhibit C Laticrete Grout & Sealant Color Card
- Exhibit D Photo: building, first floor stoop
- Exhibit E Photo: stoop close up of "petal pattern" tile
- Exhibit F Photo: stoop showing damaged bull nose tile
- Exhibit G Copies of 3 Estimates—3 pages

EXHIBIT A:**The Secretary of the Interior's Standards for the Treatment of Historic Properties, 1995****Standards for Preservation**

1. A property will be used as it was historically, or be given a new use that maximizes the retention of distinctive materials, features, spaces, and spatial relationships. Where a treatment and use have not been identified, a property will be protected and, if necessary, stabilized until additional work may be undertaken.
2. The historic character of a property will be retained and preserved. The replacement of intact or repairable historic 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. Work needed to stabilize, consolidate, and conserve existing historic materials and features will be physically and visually compatible, identifiable upon close inspection, and properly documented for future research.
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. The existing condition of historic features will be evaluated to determine the appropriate level of intervention needed. Where the severity of deterioration requires repair or limited replacement of a distinctive feature, the new material will match the old in composition, design, color, and texture.
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. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.

Standards for Rehabilitation

1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, 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. Archeological 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.

Standards for Restoration

1. A property will be used as it was historically or be given a new use which reflects the property's restoration period.
2. Materials and features from the restoration period will be retained and preserved. The removal of materials or alteration of features, spaces, and spatial relationships that characterize the period will not be undertaken.
3. Each property will be recognized as a physical record of its time, place, and use. Work needed to stabilize, consolidate and conserve materials and features from the restoration period will be physically and visually compatible, identifiable upon close inspection, and properly documented for future research. *(bridg permit wd be docu mentation)*
4. Materials, features, spaces, and finishes that characterize other historical periods will be documented prior to their alteration or removal.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize the restoration period will be preserved.
6. Deteriorated features from the restoration period 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.
7. Replacement of missing features from the restoration period will be substantiated by documentary and physical evidence. A false sense of history will not be created by adding conjectural features, features from other properties, or by combining features that never existed together historically.
8. 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.
9. Archeological resources affected by a project will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.
10. Designs that were never executed historically will not be constructed.

Standards for Reconstruction

1. Reconstruction will be used to depict vanished or non-surviving portions of a property when documentary and physical evidence is available to permit accurate reconstruction with minimal conjecture, and such reconstruction is essential to the public understanding of the property.
2. Reconstruction of a landscape, building, structure, or object in its historic location will be preceded by a thorough archeological investigation to identify and evaluate those features and artifacts which are essential to an accurate reconstruction. If such resources must be disturbed, mitigation measures will be undertaken.
3. Reconstruction will include measures to preserve any remaining historic materials, features, and spatial relationships.
4. Reconstruction will be based on the accurate duplication of historic features and elements substantiated by documentary or physical evidence rather than on conjectural designs or the availability of different features from other historic properties. A reconstructed property will re-create the appearance of the non-surviving historic property in materials, design, color, and texture.
5. A reconstruction will be clearly identified as a contemporary re-creation.
6. Designs that were never executed historically will not be constructed.



ATTORNEYS AT LAW
JESS MARTINEZ
DONNA PAUL MARTINEZ
NICHOLAS K. MARTINEZ

MARTINEZ
LAW OFFICE

VAN BIER

SALON

282-4463725

Exhibit D



Exh: b. 1 + E



Exhibit F

Exhibit E

Proposal



28508 Anlace Drive, Waterford, WI 53185



414-630-7981

Jess Martinez	414-807-5301	4/24/19
Proposal Submitted To	Phone	Date
910 + 914 Clinton Street		
Street Address	Cell	Job Name
Waukesha, WI. 53186	attymartinez@sbcglobal.net	
City, State, Zip	E-mail	Job Location

We hereby submit specifications and estimates for: **Front Walkway**
CONCRETE/CONSTRUCTION:

- Remove existing tile stoop/entry and haul away
- Grind down existing concrete pad
- Caulk all existing cracks on base
- Pour new concrete base coat
- Cut and prep new ceramic Quarry tile using Mayflower Red, Adobe, and Raven colors
- Wet set new tiles
- Enhance where needed
- Grout using Perma Select colored grout
- Seal entire area
- **Using rectangle pattern only (matching) vertical section**

Total: \$11,275.00

AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, BUILDER HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS 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 THE UNDERSIGNED BUILDER, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO HIS MORTGAGE LENDER, IF ANY, BUILDER AGREES TO COOPERATE WITH THE OWNER AND HIS LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

(Dollars) \$ See Above **60% Upon Contract Signed, 40% At Completion**

Payment to be made as follows.

We are not liable for peeling, cracking or breakage of concrete, (or damage to buried or underground utilities, pipes, drains, electric, etc. - Please inform if these exist.)
 We are not responsible for color variations that may occur from the ready mix manufacturers.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized
Signature: _____

Note: This proposal may be withdrawn
by us if not accepted within _____ days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____

Date of Acceptance: _____

Signature: _____

4666 S 49th St
Greenfield, WI.53220



Damir
414-530-3999

Please contact us at domsmasonry@gmail.com

Date: May 18, 2019

Proposal Submitted To:

Work to be performed at:

Name: J. Martinez

Name:

Street:

Street: SAME

City: Waukesha

City:

State/Zip: Wisconsin

State:

Telephone #

E-mail:

We hereby propose the following scope of work to include all materials and labor necessary for the completion of:

Restauration of the front stoop.

Remove tiles that are following crack on the slab, after injecting epoxy in to the slab; replace missing tiles with new ones, approved by owner, on the right side of the stoop.

Remove all tiles that are dropped in front of the right side of the doorway and level off the patched-up part with concrete, after replace with new tiles,

Remove all loose vertical tiles and re-apply them back to adhere to concrete behind.

Tiles and color of the mortar will be approved by owner before start of the job.

Precaution shall be exercised at all times for the protection of persons including employees and property. The safety provisions of applicable laws, building construction codes shall be observed. Work shall comply with the general orders of safety in construction as issued by the department of industry, labor and human relations.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workman like manner for the sum of:

Amount: \$ 5 200.00

Respectfully submitted by Dom's Masonry LLC

**NOTE - THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT
ACCEPTED WITHIN 14 DAYS**

With PAYMENT AS FOLLOWS:

50% upon arrival and 50% upon completion

Any alteration or deviation from the above specifications involving extra cost will be executed only upon written order, and will become an extra chargeover and above estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Terms of payment: There will be a 1.5% charge per month subject to lien. Must be paid as specified on contract or written agreement

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are here by accepted. You are authorized to do the work as specified. Payments will be made as specified above.

SIGNATURE / DATE:



Cornerstone Restoration LLC
901 FRONT ST.
SULLIVAN, WI 53178
(262) 832-1179
Info@MasonryWI.com
www.MasonryWI.com

ADDRESS

Jess Martinez
910 Clinton St
Waukesha, WI 53186

PROPOSAL 2680

DATE 12/04/2017

EXPIRATION DATE 06/04/2018

ACTIVITY

AMOUNT

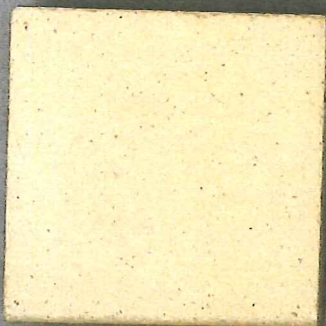
Remove and replace failed tile at front stoop. Time and Material. \$90 per man hour. Projected project cost of \$9,000.00

TOTAL

Accepted By

Accepted Date

clear tones
QUARRYBASICS®
Unglazed Ceramic Quarry Tile



101 Oyster Bay



105 Buckskin



107 Boulevard



108 Chestnut Brown

**Unglazed
Quarry Tile**

The right combination
of durability and
design with natural
through-the-body
colors.

QUARRYBASICS®
go everywhere...

- **Indoor**
- **Outdoor**
- **Commercial**
- **Residential**



205 Adobe



220 Auburn



310 Mayflower Red



505 Plaza Gray



507 Puritan Gray



710 Raven



METROPOLITAN
CERAMICS

NOTE: ORDER CURRENT SAMPLES BEFORE FINAL SELECTION

