



Architectural Design Review Board
June 6, 2023 @ 4:00 p.m.
Council Chambers
First Floor, 345 High Street
Hamilton, Ohio 45011

NOTE: Agenda and Reports may be amended as necessary or as required.
Applicants, Please Review Your Proposal for accuracy.

Board Members

Bloch (Torgersen)	Combs (Powell)	Essman (O'Neill)	Jacobs (Wieland)	Moeller (Vaughn)
Vacant	Sandlin (White)	Schneider (Vacant)	Spurlock (Mills)	Weltzer (Ripperger)

I. Roll Call:

II. Swearing in of Those Providing Testimony to the Board:

1. Notary Public – Liz Hayden

III. Conflict of Interest

Prior to consideration of the following agenda items, each member should examine the agenda to determine whether he or she has any conflict of interest with any agenda item. If so, please note the agenda item for which you intend to abstain or recuse yourself as an exception to the upcoming motion. You may not discuss or vote on any item you have a conflict of interest with or act in any way to influence the deliberation or vote.

Motion: I move that a note be made upon the minutes that each member of the ADRB was furnished a copy of the agenda prior to its being considered at this meeting, and that, with the exception of the items so noted, no member has identified any conflict of interest regarding any agenda item.

IV. Old Business – Properties Seeking COAs

1. 810 Dayton St- Roof Replacement

Motions:

- ADRB move to approve the COA request to replace the existing slate roof with asphalt shingles as proposed after determining it maintains compliance with Section 2600 of the Hamilton Zoning Ordinance and ADRB Policies & Guidelines.
- ADRB move to deny the COA request as proposed, as it is not compliant with Section 2600 of the Hamilton Zoning Ordinance and/or ADRB Policies & Guidelines.

V. New Business – Properties Seeking COAs

1. 228 High St- Projecting Sign

Motions:

- ADRB move to approve the COA request to install the projecting sign as proposed after determining it maintains compliance with Section 2600 of the Hamilton Zoning Ordinance and ADRB Policies & Guidelines.
- ADRB move to deny the COA request as proposed, as it is not compliant with Section 2600 of the Hamilton Zoning Ordinance and/or ADRB Policies & Guidelines.

VI. Administrative Approvals

- 314 N 7th St- 6-month extension- Board approved roof replacement with black or grey dimensional shingles. Removal of vinyl siding on rear addition and application of hardie board siding.
- 231 N 7th St- Removal of existing chain link fence and replace with 6' tall wood picket privacy fence. Fence will be installed in same location as previous fence, setback off the alley, in the side and rear yard only, stained a muted red. Fence must be properly maintained, including the approved color of fence. The fence should not have holes or missing pieces, and the fence should be properly affixed to the ground or base, not leaning or falling. Finished side of the fence will face out along alley.
- 439 S 2nd St- Installation of 6-foot tall wood picket privacy fence along the rear and side property lines. Finished side of fence must face right-of-way along alley. Fence must be a natural wood color or stained brown, muted red,



or gray color. Fence must be properly maintained, including the approved color of fence. The fence should not have holes or missing pieces, and the fence should be properly affixed to the ground or base, not leaning or falling. Fence must be located in the side yard, behind the front wall of primary structures.

- 1017 Campbell Ave- Like-for-Like replacement of red asphalt shingles and black rubber roofing.
- 816 S Front St- Like-for-Like repair and replacement for the following: Repair wood soffits with wood soffit material as needed, repair wood box gutters with wood box gutter material and reline box gutters as needed, replace existing aluminum gutters and downspouts with aluminum gutters and downspouts, replace wood siding with new wood siding as needed, tuckpoint mortar between bricks, replace the broken glass in the windows with new glass (no other changes to the windows are approved), repair rubber flat roof with new rubber flat roof material, replace plywood with new plywood, replace 2 by 4 wood with new 2 by 4 wood, replace 2 by 6 wood with new 2 by 6 wood. Original material that is in good shape shall be maintained when possible. The exterior look, dimensions, sizes of the soffits, box gutters, siding, gutters, downspouts, siding, brick, and windows shall be maintained.
- 139 Main St- Brick repair and tuckpointing as needed.
- 1030 Dayton St- Like-for-like white paint on door, trim, and columns.
- 806 Dayton St- Like-for-Like repair of existing wood windows to include reglazing, painting, installation of sash rope and weights, putty, and rehanging. Like for like paint on body and window (SW 2801 Rookwood Dark Red).
- 724 Dayton St- Like for like painting of exterior of the house with the same colors as existing. The window trim, columns, and soffits as off-white; the body of the house as tan; and the column capitals, accents, and gutters as green.
- 340 S C St- Painting of front door, porch door, and rear doors. Utilizing Sherwin Williams Historical Collection “Rookwood Sash Green” (SW 2810). Replacement of porch light fixture.
- 41 N C St- Like-for-Like repair and replacement of deteriorating stucco on the south side of the building, not to exceed location of existing stucco patch (under 2nd floor window only). Tuckpoint and brick repair to existing soft brick. Paint body Dorian Gray (SW7017); trim and accents black. Follow ADRB Policies and Guidelines regarding paint removal. Replace existing front light fixture with an approved exterior light fixture.
- 29 S D St- Replacing existing steel front door and storm door with wood door. Wood door to match other doors already approved on the home.
- 375 S D St- Like-for-Like painting of South and East exterior window trim, wood, and stucco. Utilizing Sherwin Williams “Turkish Coffee” (SW 6076) as Brown, and “Believable Buff” (SW 6120) as Cream. Brown trim for the wood and window trim, and Cream stucco.



I. Miscellaneous

- No ADRB hearing on July 4, 2023.

VII. Approval of Meeting Minutes:

1. May 16, 2023

VIII. Adjourn





To: Architectural Design Review Board
From: Dani Baxter
Subject: Old Business - AGENDA ITEM #1
810 Dayton St – Roof Replacement
Joshua Maggard, Applicant
Meeting Date: June 6, 2023
Received Application: April 18, 2023
Impacts: Dayton-Campbell Historic District

Updated Staff Report Since May 2, 2023 Motion to Table

The Durable Slate Company- Total estimate \$16,300. Work to be performed as indicated on estimate:

- Replace approximately 20 slate tiles that are missing or badly broken.
- Category of slate repair is listed as “minimum” and future routine slate maintenance will be needed.
- Replace steel flashings on rear chimney and all four valleys
- Remove and replace rear roof hatch and front chimney with slate (previously approved by ADRB)
- Paint metal with rust-inhibitive metal paint
- Rear vent boot needs new metal
- Old metal work on box gutters at end of life expectancy
- Future repairs listed: slate maintenance and gutters
- Chimney leak repair

Clearview Construction LLC- Total estimate \$16,500. Work to be performed as indicated on estimate:

- Completely tear off one existing chimney and roof hatch to roofline deck and slate over existing holes at right side upper roofing elevation.
- 40 slate repair (missing or badly broken).
- Resecure as needed and paint all existing hip/ridge metal using a rust preventive oil based paint.
- Remove/replace existing pipe boot at rear.
- Tear off 55' of existing valley metal on upper main roofing elevation, relay 55' of ice and water shield and install 55' valley metal using 16 oz copper.
- Remove existing chimney step/counter flashing at front gutter line chimney, relay roofing underlayment around perimeter of chimney using ice and water shield, re-step/counter flash using 16 oz copper and reskim coat chimney crown.
- Remove nail pops in right side upper elevation gutter and reseal the gutter as needed using a rubberized roof coating

Precision Slate & Tile Roofing- Total estimate \$13,750. Work to be performed as indicated on estimate:

- Replace up to 30 slate tiles.
- Replace with 12x24 tree pitch weathering green to match.
- Remove chimney and roof hatch and cover with OSB and slate.
- Install ice/water shield, counter flashing, metal apron, and back pan.
- Remove and replace 90' of ridge roll.
- Chris from Precision Slate indicated in his email that the stop gutters, flashings, and vent boots are past their life span and need to be addressed in the near future. These items do not appear to be included in the estimate.

A To Z Roofing - Kelly stated that his initial bid of \$6,200 was for dimensional shingles to match those installed on the first floor roof. He stated that the shingles quoted are the top rated shingles on the market.

Planning Dept staff spoke to Kelly on May 19, 2023. He stated that the Owens Corning Berkshire shingles the ADRB previously recommended are not in production again until August and it is unknown what colors will be manufactured. Kelly also stated that some of the GAF Slateline shingles he has installed previously on other projects are not holding up in windstorms and are blowing off. Kelly suggested CertainTeed shingles, which also resemble slate.

1. **Berkshire Owens Corning Shingle**: Total estimate \$14,400. Work to be performed as indicated on estimate:

- Remove existing roofing
- Install synthetic felt paper
- Install ice and water shield at eaves
- Remove chimney and roof hatch
- Install new wood over chimney and roof hatch locations
- Install Berkshire Owens Corning shingle
- Install vents and new chimney flashings
- Install drip edge and gutter apron
- 10 year labor warranty

2. **Belmont CertainTeed Shingle**: Total estimate \$11,760. Work to be performed as indicated on estimate:

- Remove existing roofing
- Install synthetic felt paper
- Install ice and water shield at eaves
- Remove chimney and roof hatch
- Install new wood over chimney and roof hatch locations
- Install Belmont CertainTeed shingle
- Install vents and new chimney flashings



- Install drip edge and gutter apron
- 10 year labor warranty

Update from Applicant- Mr. Maggard indicated that he has reached out to his insurance company to file a claim for the roof repair and the inspector will be on site June 1, 2023. The applicant stated that if the insurance covers the slate they would repair it. If the insurance does not cover the slate repair, they cannot afford the cost to repair and would need to install shingles.

Motion:

The ADRB may approve, modify, or deny the COA request as presented to the Board. Planning Department staff has prepared the following motions for the Board's consideration:

- ADRB move to approve the COA request to replace the existing slate roof with asphalt shingles as proposed after determining it maintains compliance with Section 2600 of the Hamilton Zoning Ordinance and ADRB Policies & Guidelines.
- ADRB move to deny the COA request as proposed, as it is not compliant with Section 2600 of the Hamilton Zoning Ordinance and/or ADRB Policies & Guidelines.



The Durable Slate Company Estimate:



170 Novner Dr. • Woodlawn, Ohio • 45215
 p. 513-372-8391 • f 513-621-3466 • toll free 877-340-9179 • www.DurableSlate.com
 Columbus • Cincinnati • Cleveland • Indianapolis • New Orleans • Rockville, MD.

Columbus • Cleveland • Cincinnati • Louisville • Baltimore • DC • New Orleans • Clearwater

PROPOSAL SUBMITTED TO JOSH MAGGARD	PHONE (513) 575-6188	DATE 5-12-23	ID# 230418-019
JOB ADDRESS 810 DAYTON ST	JOB NAME 	BILLING ADDRESS (IF DIFFERENT)	
CITY, STATE, ZIP CODE HAMILTON OH 45011	CONTACT tlarholt	CITY, STATE, ZIP CODE	

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

Out of State

Dollars (\$) **16,300**

Payment to be made as follows unless otherwise specified in writing on the contract.
 For all contracts over \$5000, a 10 % deposit is due at signing.
 For all contracts over \$10,000, 25% of the remaining contract total is due at the start of the job.
 For any special order items, a 100% deposit of the cost of the item will be required at signing.
 Balance due as set forth in Payment Terms provision of Additional Terms and Conditions. Balance to foreman upon completion.

Note: This proposal may be withdrawn by The Durable Slate Company if not accepted within 15 days: as of _____ (date)
 Estimator's Signature: DAVID CESCANE Date: 5-12-23

We hereby submit specifications and estimates for:

Replace approximately 20 slates all over the roof with a similar salvaged slate. Re-hang loose slates in the process.
 This includes: missing badly broken badly disintegrated storm damaged poorly repaired.

The category of slate repair we will be doing is: Complete Basic Minimum Specific (See page 3 for details)
 MINIMUM CHARGE SERVICE CALL FEE. THE PRICE FOR THIS WORK IS FINAL.

Replace the following flashings in copper steel:

- Chimney flashings: REAR CENTER CHIMNEY, IN HAND SOLDERED METAL, TAND BRACK: \$2500
- Valley metal: ALL FOUR VALLEYS, WITH NEW PAINT GRIP CAN. VALLEYS: \$1000
- Ridge roll/ridge flashings: OUTSIDE OF WORK AREA
- Miscellaneous flashings: TIGHTEN PAINT RIDGE ROLL (BRACK): \$500
- Metal roof/pan:
- Snow guards: REAR ROOF HATCH, REMOVE DECK AND SLATE OVER: \$1800

All flashing work will be performed to the highest professional standards. This flashing work will involve approximately 200 slates. Flashings will be lock seamed, soldered where appropriate. Valleys and flashings will be underlaid with ice and water shield. All work will be properly tied in to adjacent surfaces. Please see additional information on the reverse side of this contract regarding chimney repairs and leak diagnosis.

Paint existing metal with rust-inhibitive metal paint. Color: _____

Gutters/downspouts Masonry Hat/Vent boots Other work EPDM

- REAR VENT BOOT, IN HAND SOLDERED METAL: \$600
- FRONT RIGHT SIDE CHIMNEY, TEAR DOWN TO JUST BELOW ROOF DECK, INSTALL DECK AND SLATE OVER: \$1800

Major problems discovered: OLD METAL BRACK, AT END OF LIFE EXPECTANCY (FOR GUTTER WORK)

Future repairs needed: Slate/Tile maintenance Valleys Flashings Metal roofs Gutters Other _____
 Snow guards Ice guard Sections of roof need re-felted Hat/Vent boots
 Your roof has ribbon grade slate. This type of slate requires above average maintenance.
 This estimate includes minimum slate repair only. Future routine slate maintenance will be needed.

Were any leaks shown or described to the estimator? Yes No APPEARS METAL WORK, FINISHING VALLEY
 Warranty Information contained on page 3 of this contract. No Warranty

Any labor, materials, or work not specifically set forth above is beyond the scope of Contractor's proposal and not included in it.

ADDITIONAL TERMS & CONDITIONS APPLICABLE TO THIS CONTRACT ON REVERSE SIDE

You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation for an explanation of this right. Customer has received the "Notice of Cancellation Form".

Customer's Initial: _____

Acceptance of Proposal: The price, specifications, terms and conditions are satisfactory and are hereby accepted. Contractor is authorized to do the work as specified. Payment will be made as outlined above. Customer will carry insurance adequate to cover fire, theft, tornadoes and other hazards. Contractor to carry Workers' Compensation and liability insurance. Additional terms and conditions on reverse. This contract, with said additional terms and conditions, which are hereby incorporated, represents the entire agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral.

Accepted by: _____

Customer Signature: _____

Date of Acceptance: _____



Terms and Conditions

Deposits: Customer understands and acknowledges that Contractor may procure materials and take other necessary actions to perform the work agreed to in this contract. Therefore, any deposit returned at the request of the Customer will be the amount of the original deposit less any job related expenses incurred by the Contractor after the deposit has been received and before the Customer's request for the deposit to be returned. These expenses may include, but are not limited to materials purchased specifically for the cancelled job and permit fees. Contractor will provide written proof of all expenses deducted from the returned deposit. Additionally, Customer acknowledges that obtaining approval of an insurance claim from a carrier involves time and expense and provides value to the Customer. Accordingly, Customer understands and agrees that if he/she cancels this contract after the insurance carrier approves the claim but before the work commences, Contractor will retain 25% of the deposit and refund 75% of the deposit less expenses described earlier in this clause.

Defects: Customer understands that certain defects including, but not limited to, deteriorated decking or rafters, may not be discoverable until work has commenced and therefore, unless specifically included in writing, are not included within the initial scope of this contract. Customer and Contractor agree that work to address these and other such discovered defects will be bid as needed at time of discovery and, upon acceptance, this amount will be in addition to the original contract amount. Contractor is not obligated to perform any such work if Customer does not accept and agree to Contractor's bid or unless otherwise agreed by Contractor and Customer in a change order signed by both Customer and Contractor.

Payment Terms: The parties agree that Contractor will issue bi-weekly invoices for payment (also referred to herein as a "draw") to Customer. Full payment by Customer on a draw shall be due within 5 days of the date of the draw. Any draw not paid within 5 days will accrue interest at the rate of 1.5% per month or 18% annually, and will be subject to the Breach Due to Non-Payment provision below. A 1% per month service charge will be added to the balance of all accounts 30 days or older.

Breach Due to Non-Payment: Customer's failure to comply with any payment obligations under this contract shall constitute a material breach of this contract, and Contractor shall be entitled to all remedies and damages available to Contractor under the law. Further, in the event of such breach by Customer, Contractor shall have the right to permanently stop work and leave the project due to Customer's breach. Contractor shall be entitled to recover from Customer all attorneys' fees, expenses, and costs incurred by Contractor in connection with Contractor's attempts to collect any amounts owed to Contractor by Customer under this contract, including, but not limited to, those fees, expenses, and costs incurred as a result of litigation.

Partially Completed Jobs: Customer understands that Contractor may need to put a commenced job on hold due to circumstances beyond the control of Contractor. Such circumstances include, but are not limited to, weather, hazardous conditions, Customer's express decision and/or waiting for other contractors to complete necessary preliminary work. Customer agrees that the cost of the completed portion of the work will be billed and is payable at the time such circumstance occurs, and that Contractor shall not be responsible or liable to Customer or any third party for any losses, costs, or damages that may result from Contractor acting pursuant to this provision.

Materials: Customer understands and acknowledges that unless specifically agreed to in writing, all materials removed from the job location for the purpose of performing work, and any unused materials remaining after this job is completed are the sole property of Contractor.

Excess Costs: If at any time a home construction service provided under this contract requires extra costs above the cost specified or estimated in the contract that were reasonably unforeseen, but necessary, and the total of all extra costs to date exceeds \$5000 over the course of the entire contract, Customer has a right to an estimate of those excess costs before Contractor begins work related to those costs. Customer shall initial below his/her choice of the type of estimate the Customer requires from the Contractor.

Written estimate: _____ Oral Estimate: _____ Date: _____
OUR POLICY IS THAT YOU WILL RECEIVE A WRITTEN ESTIMATE REGARDLESS OF AMOUNT BEFORE THE HOME CONSTRUCTION SERVICE SUPPLIER BEGINS WORK RELATED TO THOSE COSTS.

If any unforeseen professional services or permit fees are required to perform the contracted work, a signed Change Order will be required from the homeowner before we can proceed with the work.

Customer's Indemnification of Contractor: Customer has represented to Contractor that Customer has obtained the necessary permissions and/or authorizations for Contractor to perform the work set forth in this contract, and Customer acknowledges that Contractor has relied on such representations. Customer agrees to fully indemnify and hold harmless Contractor and its employees from any demand, claim, or action of any kind by any third party that may arise out of Contractor's performance under this contract, including any damages, attorneys' fees, expenses, or costs arising out of any such demand, claim, or action, except any that may arise out of the sole negligence of Contractor.

Dispute Resolution: For any disputes that arise under this contract, except for those that arise solely due to Customer's breach of the Payment provision above, the parties acknowledge and agree that no lawsuit may be filed unless and until after the dispute has been submitted to mediation through the American Arbitration Association. The mediation shall be pursuant to the American Arbitration Association's Construction Industry Rules and Mediation Procedures and shall occur in Columbus, Ohio. This contract shall be governed by Ohio law and the parties acknowledge and agree that exclusive venue and forum for any lawsuit arising under this contract shall be a state or federal court located in Franklin County, Ohio. Contractor shall be entitled to recover its attorneys' fees, expenses, and costs in the event Contractor prevails in any such lawsuit between the parties.

Severability: In case any one or more of the provisions contained in this contract should be invalid, illegal, or unenforceable in any respect, such provision shall be deemed modified to the extent necessary to permit its enforcement under applicable law, and the validity, legality, or enforceability of the remaining provisions hereof shall not be affected nor impaired and shall remain in full force and effect.

General Warranty Conditions: Contractor gives the following limited warranty on all types of repair and installation. All labor and material is warranted as specified on the following page – titled *Categories of State Repair & Warranties*, and will be provided in a workmanlike manner according to standard practice of the trade. Contractor cannot warrant that the roof will never leak. Contractor warrants that they will repair any leaks caused by Contractor's work occurring during the term of any specific warranty. No provision of this or any other warranty shall be construed to cover damages to the building or contents thereof or to cover damages or leaks caused by circumstances including, but not limited to, the following:

- Any condition beyond the control of Contractor
- Acts of God
- Strikes or delays
- Abuse, misuse, accident, vandalism
- Installation of skylights, attachments or penetrations, unless performed by Contractor
- Defective workmanship of other trades or contractors
- Negligence in maintaining the roof
- Structural defect

All warranties are eligible to be transferred to a new owner for the remainder of the life of the original warranty. In order to qualify for a transferrable warranty, the current owner must have The Durable State Company out to inspect our work prior to the sale of the property. If upon inspection the work appears to have been properly maintained and unaltered, then a transfer of warranty that covers only our work, specifically indicated in writing by the Contractor will be provided. If the current owner has hired any other company to do any work on or related to the roof in the area of where our work was done, our warranty will be null and void and no transfer of warranty is permitted.

Accepted by: _____

Customer Signature _____

Date of Acceptance _____



Categories of Slate Repair and Warranty Information

Please note: The category selected by the estimator applies only to slate repair, and is not relevant to any problems noted or repairs needed on flashings, valleys, gutters, masonry, etc. Additional work may be needed in these areas.

New Roof

Projects located within a 2 hour distance of one of our offices: 10 Years Customer's Initial: _____
 Projects located more than 2 hours from one of our offices: 5 Years Customer's Initial: _____

Complete Repair

All slates with broken corners on a very visible face should be replaced, unless the break is very small (1/2" - 1" or less).
 The bottom row should be very intact with no signs of aluminum sticking out, no back-up slates hanging down, no large broken corners, etc.
 No pieces of aluminum should be left in place of a slate or any part of a slate.
 Face nails should be removed.
 Any slates with metal clips will be re-hung, preferably with slate hooks or center nails. No metal clips should be left in the roof.
 Wrong-width slates should be changed.
 Wrong-colored slates on very visible faces will be replaced, unless otherwise stated on the estimate.
 Any loose ridge roll will be screwed down.
 Slates on the hips, ridges, valleys, and flashing areas will be repaired as needed if those areas are not being re-flashed as part of the job.
 All caulked or tarred slates will be replaced.

Unless specifically stated on the estimate, the following is not covered on a complete repair:
 If there are many face nails (found usually on houses in rural areas) they will not all be replaced.
 Occasionally, a slate roof can be stained due to a rust streak or some other reason. These slates will not be replaced unless specified.
 Any slates with gutter straps nailed through them on the first row of slates will not be replaced.
 Warranty: 1 year Customer's Initial: _____

Basic Repair

This is a repair that is normally done when the roof is in good condition and needs only necessary maintenance as specified on the contract.
 Unless specifically stated on the estimate, the following is not covered on a basic repair:
 Slates that are slightly off color Slates that are slightly the wrong size
 Slates that are held with a small metal clip Slates with broken corners that will not cause a leak
 Large areas of caulked or tarred slates will not be replaced
 Warranty: _____ Customer's Initial: _____

Minimum Repair

On a minimum repair, only missing slates and the worst of the broken slates will be repaired. This also includes fixing a specific leak only, or the worst of the potential leaks, as specified on the contract.
 Unless specifically stated on the estimate, the following is not covered on a minimum repair:
 Metal clips will not be removed (unless a slate is about to fall out) Slates that are the wrong color will not be replaced
 Slates that are the wrong size will not be replaced Face-nailed slates will not be replaced
 Caulked or tarred slates will not be replaced
 Warranty: *NA* Customer's Initial: _____

Specific Area Repair

Only the specific area, as specified on the contract will be worked on.
 No Warranty Warranty: _____ Customer's Initial: _____

Chimney Leaks & Water Repellent

There are many reasons for chimney leaks, and it is not always possible to identify the specific reason for the leak. Even when an estimator sees an obvious reason for a leak, there can also be factors that contribute to the leak which are not obvious and will only become clear once the obvious repair is made. Because of this we do not offer any guarantee that the leak will be resolved, however each step taken to repair a leaking chimney will be warranted as to materials and workmanship. The following are the most common reasons for leaks around chimneys:
 - Poor joint between the masonry and counterflashing (the part of the flashing that is cut into the masonry joint)
 - Flaws in the roofing material above or adjacent to the chimney - Faults in the crown of the chimney
 - Flashing problems - Gaps between the flue liner and the chimney
 - Very porous bricks - Missing mortar
 - Problems with an adjacent gutter - Ice damming
 - Condensation from a furnace, hot water tank, vent pipe, etc. which are vented through the chimney
 - Capillary action (the tendency of a liquid to adhere to a solid surface)
 No Warranty Customer's Initial: _____

Tile Roofs

Complete Pick up and Relay Specific Area Pick up and Relay
 Warranty: 5-year warranty on workmanship/specific area worked on only Customer's Initial: _____

Tile repair

No Warranty Customer's Initial: _____

Flashing & Valley Replacement

Warranty: 5-year warranty on workmanship and metal installation Customer's Initial: _____

Metal & Metal Roofs

Paint Grip, Copper Flat Lock, Standing Seam Copper, Box Gutter, Hanging Gutter, Stop Gutter, etc.
 Warranty: 5 Years Customer's Initial: _____

Rubber Roofs:

New Rubber Roof - 3 Years Patchwork: NO WARRANTY Customer's Initial: _____

Other: Customer's Initial: _____





NOTICE OF CANCELLATION

Date of transaction: ____/____/____

Customer may cancel this transaction, without any penalty or obligation, within three business days from the above date.

If customer cancels, any property traded in, any payments made by the customer under the contract or sale, and any negotiable instrument executed by the customer will be returned within ten business days following receipt by the Contractor of customer's cancellation notice, and any security interest arising out of the transaction will be cancelled.

If customer cancels, customer must make available to the contractor at customer's residence, in substantially as good condition as when received, any goods delivered to customer under this contract or sale; or customer may if customer wishes, comply with the instructions of the contractor regarding the return shipment of the goods at the contractor's expense and risk.

If customer does make the goods available to the contractor and the contractor does not pick them up within twenty days of the date of customer's notice of cancellation, customer may retain or dispose of the goods without any further obligation. If customer fails to make the goods available to the contractor, or if customer agrees to return the goods to the contractor and fails to do so, then customer remains liable for performance of all obligations under the contract.

To cancel this transaction, mail with return receipt requested, deliver in person a signed and dated copy of this cancellation notice or any other written notice of cancellation, or send notice by facsimile transmission or electronic mail, to:

The Durable Slate Company
170 Novner Dr.
Woodlawn, OH 45215
emartin@durableslate.com
jhowes@durableslate.com
Fax#: 513-621-3466

I hereby cancel this transaction.

Date: ____/____/____

Customer's signature: _____



Clearview Construction LLC Estimate:

CLEARVIEW CONSTRUCTION LLC

4520 Bridgetown Road
Cincinnati, Ohio 45211
513-975-0030 Office
513-206-6415 Field
Clearviewroofing@outlook.com

Proposal Submitted to:

Josh Maggard
810 Dayton Street
Hamilton, Ohio 45211
513-575-6188
Jmaggard41@yahoo.com

Roofing Project

We hereby propose to complete the following project labor, materials and removal of all non-salvageable waste from property in a workman like manner.

- **Complete tear off of one existing chimney and roof hatch to roof line deck and slate over existing holes at right side upper roofing elevation. 40 slate repair (missing or badly broken). Resecure as needed and paint all existing hip/ridge metal using a rust preventive oil based paint. Remove/replace existing pipe boot at rear. Tear off 55' of existing valley metal on upper main roofing elevation, relay 55' of ice and water shield and install 55' valley metal using 16 oz copper. Remove existing chimney step/counter flashing at front gutter line chimney, relay roofing underlayment around perimeter of chimney using ice and water shield, re-step/counter flash using 16 oz copper and reskim coat chimney crown. Remove nail pops in right side upper elevation gutter and reseal the gutter as needed using a rubberized roof coating**

Project Cost \$16,500.00

TERMS OF CONTRACT

- Your project completion is estimated at 3-5 working days.
- All project related non-salvageable items are to be removed to a landfill at the expense of Clearview Construction LLC.
- Clearview Construction LLC will supervise and direct the work, using the best skill and attention. We shall also be solely responsible for and have control over construction means, methods, techniques, sequences, procedures, and coordination for all portions of the work compliant to Clearview Construction LLC. under this agreement. 2 year labor warranty upon job completion on valley metal, chimney flashing, pipe boot
- Clearview Construction LLC. holds property owner harmless for any injuries sustained by any employee, agent, assignee of Clearview Construction LLC while we are working on property.
- Clearview Construction LLC shall enforce strict discipline and good order among contractor employees carrying out work under this agreement. We will not permit employment of unfit persons or persons not skilled in tasks assigned to them.
- All work areas are to be kept in a safe manner and will be cleaned up at works end daily.
- If there any unseen damages such as wood repair or iso board that we cannot see until we begin tear off any alteration of deviation from the above specifications involving extra costs will be executed only upon written change order and will become extra charges over and above the estimate.
- Minor wood repair up to 30 LF. will be repaired under contract, anything over will be an additional \$3.75 per LF. plus material cost as add-on with verbal/written approval
- Once project has begun, work will proceed uninterrupted Monday-Friday excluding holidays 8:00am-6:00 pm until project is completed.
- All agreements are contingent upon accidents, or delays beyond our control. If price of proposal is not approved within 30 days, estimated cost can be subject to price increase due to constant material cost inflation
- Property owner supplies permit Clearview Construction LLC supplies inspections

** Payments to be made as follows: A deposit of **\$8,250.00** at signing of contract. The balance of **\$8,250.00** to be paid in full to foreman day of completion.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above. Owner will carry insurance adequate to cover fire, theft, tornadoes and other hazards. Contractor to carry Workers Compensation and liability insurance. A 2% per month service charge will be added to the final balance of all accounts 30 days or older. Customer will be responsible for all legal and collection fees. Note: This proposal may be



withdrawn by Clearview Construction LLC if not excepted within 30 days. Any breaking of contract will resort in cancellation fees and penalties.

Respectfully submitted by: _____
Clearview Construction LLC

Accepted by: _____



Precision Slate and Tile Roofing Estimate:



Precision Slate and Tile Roofing Company
 2767 E 4th ave ,
 Columbus, OH 43219
 Phone: (614) 448-8344

05/24/2023

Company Representative
 Chris Stuart
 Phone: (614) 448-8344
 precisionslatesales2@gmail.com

Josh Maggard 810 Dayton Street Hamilton, OH 45011 (513) 575-6188	Job: Josh Maggard
Slate Repair Section	
	Qty Unit Price
Slate Repair Replace up to 30 slate that are missing, broken or slide out. Replace with 12x24 tree pitch weathering green to match.	1.00 EA \$1,050.00
Chimney Flashings Set up to access work area. Remove slate and metal flashings around chimney down to decking. Inspect wood work and all wood work will be quoted upon discovery. Install ice and water shield to exposed wood area. Install custom fabricated , hand soldered, metal apron and back pan. Install hand made counter flashing using the tuck and grind method. Re-intall slate.	1.00 EA \$3,750.00
Chimney Removal Set up to access work area. Remove chimney on front right of house down below roof line. Install 3/4 OSB to cover existing hole and/or to match existing Install ice and water shield over exposed wood. Install slate	1.00 EA \$2,850.00
Removal of Roof Hatch Set up to access work area. Remove slate around the roof hatch Remove the roof hatch. Frame in the area as needed and use 3/4 OSB to cover existing area and/or to match existing Install ice and water shield Install slate	1.00 EA \$2,125.00
Ridge Roll Set up to access work area. Remove roughly 90' of ridge roll Install new ridge roll on the entire house of roughly 90' using neoprene screws to install.	1.00 EA \$3,975.00
	\$13,750.00

TOTAL	\$13,750.00
--------------	--------------------



.....

Payment due upon completion. Jobs over \$5,000 will require a 30% deposit with signed contract.

Acceptance of Proposal: The prices, specifications, terms and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Contract price is good for 30 days. Payment will be made as outlined above. Owner will carry insurance adequate to cover fire, theft, tornadoes and other hazards. Contractor to carry Workers' Compensation and liability insurance. Contractor not responsible for consequential damages. Contractor is not responsible for condition(s) of existing structure relating to rotten wood, faulty wiring, tree limbs or drainage unless specified in contract. A 1½% per month service charge will be added to the balance of all accounts 30 days or older. Customer will be responsible for all legal and collection fees. This contract represents the entire agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral.

NOTE: Additional Terms & Conditions applicable. A complete list of Terms & Conditions available upon request.

.....

Company Authorized Signature

Date

Customer Signature

Date

Customer Signature

Date



A to Z Roofing and Siding, LLC Estimate:



A2Z Roofing And Siding, LLC

2420 Pleasant Ave
 Hamilton, OH
 45015
 513-370-7677
 a2zroofingandsiding.com
 kellystewart3551@gmail.com

ESTIMATE
 8583

DATE
 05/29/2023

TOTAL
 USD \$14,400.00

TO
516 Dayton St.
 dani.baxter@hamilton-oh.gov

DESCRIPTION	RATE	QTY	AMOUNT
Remove existing roofing. Install synthetic felt paper. Install ice and water shield at eaves. Remove chimney. Install new wood. Install a Berkshire Owens Corning shingle. Install vents, and new chimney flashings. Removed roof hatch. Install wood. Install drip edge and gutter apron. Clean and haul away all debris. Give a 10 year labor warranty on all work performed.	\$14,400.00	1	\$14,400.00
TOTAL			USD \$14,400.00

If we install the certanted Belmounts, it will be \$11,760.



Original Staff Report from May 2, 2023

Introduction:

The Applicant, Joshua Maggard, has submitted a Certificate of Appropriateness Application for roof replacement and removal of a chimney and roof hatch as proposed at 810 Dayton Street. The proposal involves replacing the existing slate roof with black asphalt shingles and removing the existing front chimney and roof hatch to mitigate extensive roof leaks.

This property is located within the Dayton-Campbell Historic District and is Zoned TN-1. This property is not located on the State of Ohio Historical Inventory.

Proposal

- Existing Roof-
 - Material- black asphalt shingles (1st Floor); gray/tan scalloped edge slate roof (2nd floor)
- Proposed Roof-
 - Material- black asphalt shingles
- Chimney Removal- replace with wood and asphalt shingles
- Roof Hatch Removal- replace with wood and asphalt shingles

Administrative Approval

1. On April 21, 2023 an Administrative COA was granted by the ADRB Secretary for a like-for-like repair and replacement of slate roof tiles as an emergency repair request for multiple spots on roof where water is leaking into attic and recoat interior of existing box gutters.
2. The November 15, 2022 ADRB presentation and minutes indicate that an Administrative COA was issued for repair of the first story roof, which appeared to be existing shingles. The applicant indicates this repair was also required due to the roof leaking.

ADRB Policies & Guidelines

This application broaches the topic of roofs and chimneys in the ADRB Policies and Guidelines.

Roofs

Asphalt Roofs



Dimensional roofing is preferred in all cases.

Slate Roofs

Requests for Certificates of Appropriateness involving slate roofs will be treated by the Board as follows:

- A. Every effort should be made to repair/save an original slate roof for the following reasons:
 1. The color, texture, and design of a slate roof contribute significantly to the overall architectural appearance of a structure and its environs.
 2. Specific slate roofing products/designs/installation methods may be indicative of significant architectural periods/design developments within the district.
 3. Slate roofs have the longest life of any roofing material.
- B. Requests for slate roof replacement must include the following conclusive information from the property owner:
 1. Evidence that alternatives to complete slate roof replacement were explored by the property owner with contractors/individuals knowledgeable in, and qualified to work with, slate roofing.
 2. Evidence of the need for slate roof replacement in written form submitted by more than one source experienced in slate roofs.
- C. The Board reserves the right to complete an onsite investigation of the need for replacement by the Board itself or its designate prior to rendering a decision to issue or deny a Certificate.
- D. If replacement of a slate roof is approved the following will apply:
 1. The Board will give priority consideration to replacement of the existing (old) slate roof with a new slate roof as close in design and color to the original as possible.
 2. If the cost of replacement under consideration "1" above is proven to be prohibitive to the property owner, the Board may approve/specify an acceptable alternative roofing application/material. Every effort will be made to minimize the impact of such an approval on the structure, its environs, and/or the district.
 3. The Board may require that the existing (old) slate be saved by the owner/contractor and be given/sold to a third party not-for-profit for future use in city preservation efforts.

Chimneys

General Chimney Guidelines

Chimneys should be preserved and maintained. The ADRB views chimneys as important to the character of the structure. Most older structures, and residences have masonry chimneys. Chimneys generally have their own bases at the building's foundation to support the weight of the structure.



A general makeup of a historic chimney includes the following:

The firebox and the hearth are stone, firebrick, or tile. The stack, including the flue, is stone or brick. The flue connects the firebox to the stack and includes a smoke chamber to prevent any downward drafts from filling the house with smoke and ash.

Guidelines

- Leaning stacks should be dismantled and rebuilt. Typically, the chimney needs to be rebuilt only from the roof line up.
- Chimneys should be capped with either a brick or stone chimney cap that has at least a two-inch overhang from the outside of the chimney to avoid water damage inside the chimney.
- Encasing Brick or Original Masonry Chimneys in concrete or similar material is not recommended.

Staff Comments:

- There are existing black asphalt shingles along the front porch roof. The proposed black asphalt shingles will match first floor roof.
- Applicant is proposing to remove the chimney and roof hatch due to deterioration of the structures and moisture leaking into home.
- Previous repairs to mitigate the leaks were performed, to include tar patches. A to Z Roofing indicated they cannot fix around the tar, that the best course of action is to remove the chimney and roof hatch.

Motion:

The ADRB may approve, modify, or deny the COA request as presented to the Board. Planning Department staff has prepared the following motions for the Board's consideration:

- ADRB move to approve the COA request to replace the existing slate roof with black asphalt shingles and remove the existing chimney and roof hatch as proposed after determining it maintains compliance with Section 2600 of the Hamilton Zoning Ordinance and ADRB Policies & Guidelines.
- ADRB move to deny the COA request as proposed, as it is not compliant with Section 2600 of the Hamilton Zoning Ordinance and/or ADRB Policies & Guidelines.



Attachments:



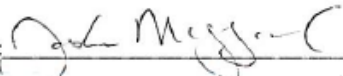
1. Exhibit A – Location Map
2. Exhibit B – Certificate of Appropriateness Application
3. Exhibit C – Site Photos



Exhibit A – Location Map



Exhibit B – Certificate of Appropriateness Application

 City of Hamilton BUTLER COUNTY OHIO		Planning Department 345 High Street, 3rd floor Hamilton, Ohio 45011
Architectural Design Review Board		
Phone: 513-785-7350	Fax: 513-785-7359	Email: hamiltonhistoric@hamilton-oh.gov
APPLICATION FOR A CERTIFICATE OF APPROPRIATENESS		
<p>Exterior changes made to buildings, outbuildings, landscapes, or other exterior features located within one of the City of Hamilton's Historic Areas or properties individually listed by Ordinance shall not be permitted unless and until the Architectural Design Review Board issues a Certificate of Appropriateness for the action. The ADRB will review the plans, monitor the work and administer the Architectural Conservation/Historic District section (Section 2600) of the Hamilton City Zoning Ordinance.</p>		
<p>A fee will be charged for any Certificate of Appropriateness application that is required to be heard before the ADRB, <u>unless the proposed change is returning to or restoring to previous or original historic materials that can be referenced in past Architectural Design Review Board or other official City of Hamilton/State of Ohio Historic Inventory records.</u> A proposal that is Like for Like (A repair or improvement in relation to a property in which the repair or improvement utilizes the existing materials/colors and replaces them with matching materials) does not require ADRB review and will be approved by the Secretary.</p>		
<p>A nonrefundable fifty-dollar (\$50.00) fee for Residential property or one-hundred-dollar (\$100.00) fee for Commercial property is due when a Certificate of Appropriateness application is submitted.</p>		
Fee Schedule		
Proposal:	Residential	Commercial
Exterior Change	\$50	\$100
Like for Like Work (no board review)	\$0	\$0
Return to Original Historic Materials	\$0	\$0
Work without COA Fee (First Occurrence)	\$100	\$200
Work W/O COA Fee (Multiple Occurrences)	\$300	\$600
Property Address: <u>810 Dayton St. Hamilton, Oh. 45011</u>		
Applicant Name: <u>Joshua Maggard</u>		
Applicant Mailing Address: <u>810 Dayton St. Hamilton, Oh. 45011</u>		
Owner/s Name: <u>Joshua Maggard</u>		
Owner Mailing Address: <u>810 Dayton St. Hamilton, Oh. 45011</u>		
Daytime Contact Phone: <u>513-575-6188</u> Email: <u>jmaggard41@gmail.com</u>		
Applicant Signature: <u></u> Date: <u>4/18/2023</u>		
APPLICANTS ARE HIGHLY ENCOURAGED TO APPEAR BEFORE THE BOARD TO SUPPORT THEIR APPLICATION.		
Please see Page 4 for the Meeting Dates and Application Deadlines.		
Rev. 01/01/2023		



CHECK ALL THAT APPLY & FILL IN THE CORRESPONDING INFORMATION

Architectural Style of Structure/House (put N/A if not known): _____

Paint Sample Provided (often required)

Appearance of Color: _____

Color Name & Manufacturer: _____

Location (body, window trim, specific trim, accent): _____

Siding Sample Provided

Existing Siding (style, material, color, location): _____

Proposed Siding (style, material, color, location): _____

Manufacturer: _____ Proposed Size: _____

NOTE: If proposing vinyl or aluminum siding, per ADRB Guidelines, applicant must be provided a copy of Preservation Brief 8, concerning siding. It is HIGHLY recommended that applicant provide pictures and document extensive reasons why vinyl or non-historic siding is being proposed.

Roof *Roofing may require a building permit from the Building Department*

Existing Roof (material, style, color): Slate - Gray

Proposed Roof (material, style, color): Asphalt Shingle - black to match current on first story roof (porch)

Manufacturer: _____ Location: _____

Windows / Door

Existing Windows/Door (style, material, size, color, location): _____

Proposed Windows/Door (style, material, size, color, location): _____

Manufacturer: _____ Type (if applicable): _____

NOTE: Per ADRB Guidelines, it is recommended that proposed windows are the same size and material as the original window opening. Covering of windows is highly discouraged. For vinyl or other non- historic windows, it is recommended to document existing windows, including the condition and reasons why original windows should be replaced.

Fence *Chain-link is discouraged unless certain conditions are met defined by ADRB*

Existing Fence (type, material, color): _____

Proposed Fence (type, material, color, location, course): _____

Gutters *It is advised that all replaced gutters match the look of the existing*

Existing Gutter (material, style, location, color): _____

Proposed Gutter (material, style, location, color): _____

Manufacturer: _____

Soffit

Existing Soffit (style, material, location, color): _____

Proposed Soffit (style, material, location, color): _____

Other:

Applications can be submitted electronically to HamiltonHistoric@hamilton-oh.gov



CHECK ALL THAT APPLY & FILL IN THE CORRESPONDING INFORMATION

DESCRIPTION OF WORK TO BE PERFORMED

Please **specify** the exact location on the structure, the nature of the work, the materials and methods to be used, and the existing historic features to be repaired or replaced not previously mentioned. Landscape, fence, and out buildings, etc., should include a sketch of the property showing the proposed location. In order to make an appropriate, fair and timely decision the ADRB may request additional detailed information. This may include plans, sketches, photographs, and information about the materials to be used, including brochures, catalog information, and paint chips. The more information provided, the better:

Remove existing roof.
Install a GAF timberline HDZ lifetime shingle.
Install synthetic felt paper.
Install ice and water shield.
Install drip edge and gutter apron.
Install new vents and new chimney flashing.
Remove one chimney in disrepair, put wood in place of.
Remove hatch from roof, install wood.
Install new valley metal.
Re-coat box gutters.
Clean and haul away all debris.

Demolition

NOTE: 2600 Certificate of Appropriateness – Demolition: In the event an application for a Certificate of Appropriateness includes demolition of any property in the Architectural Conservation/Historic District the applicant shall be required to submit evidence to the Architectural Design Review Board indicating that two of the following conditions prevail:

- A. That the property proposed for demolition is not inherently consistent with other properties in its area of the Architectural Conservation/Historic District. For example, it may have been built at a time outside of the period of significance of the historic district.
- B. That the property proposed for demolition contains no features of architectural and/or historical significance.
- C. That there is no reasonable economic use for the property as it exists or as it might be rehabilitated, that there is no feasible means or prudent alternative to demolition.
- D. Existing structures listed in Section 2603.1(Central Area Building Inventory) shall be maintained. No demolition proposal will be accepted:
1. Without evidence showing significant financial infeasibility of preserving, rehabilitating, restoring or reconstructing the structure. An example might be providing a pro forma that documents how the costs of rehabilitation could not be recuperated reasonably through the reuse of the building.
 2. Without a detailed plan of demolition and potential reuse of the property.
 3. Without a detailed plan of preserving any remaining exterior architectural features and/or historical features of the structure and site.
- E. The demolition of the property would contribute to a significant economic development purpose or proposal that furthers the City of Hamilton's comprehensive plan, Plan Hamilton. That the demolition would have a strategic economic impact to the historic district or neighborhood as a whole beyond the individual property.

Please attach supporting information as a separate document as necessary

Applications can be submitted electronically to HamiltonHistoric@hamilton-oh.gov



Exhibit C – Site Photos

Main Chimney Leak



Roof Hatch Leak



Front Chimney Proposed to be Removed for Leaks



Interior Damage from Chimney Proposed to be Removed



Interior Damage from First Floor Porch (last year)



Quote from A to Z Roofing and Siding

11:01 5G

<https://app.invoicesimple.com/v/...>

a2zroofingandsiding.com
kellystewart3551@gmail.com

TO jmaggard41@yahoo.com
810 Dayton St.

DESCRIPTION	AMOUNT
Remove existing roof. Install a GAF timberline HDZ lifetime shingle. Install synthetic felt paper. Install ice and water shield. Install drip edge and gutter apron. Install new vents and new chimney flashing. Remove one chimney, put wood in place of. Remove hatch from roof, install wood. Install new valley metal. Re-coat box gutters. Clean and haul away all debris. Give a 10 year labor warranty and all work performed.	\$6,200.00 x 1 <hr/> \$6,200.00
TOTAL	USD \$6,200.00



Exterior Photos









To: Architectural Design Review Board
From: Dani Baxter
Subject: New Business - AGENDA ITEM #1
228 High St- Projecting Sign
David Jursik, Applicant
Meeting Date: June 6, 2023
Received Application: May 12, 2023
Impacts: Central Area Building Inventory

Introduction:

The Applicant, David Jursik, has submitted a Certificate of Appropriateness Application for a new projecting sign proposed at 228 High St. The proposal involves installation of a new projecting sign advertising the Mercantile Lofts.

This property is located within the Central Area Building Inventory and is Zoned DT-1. This property is not located on the State of Ohio Historical Inventory.

Proposal

- Light Source- Neon illumination
- Color- black, white, and red
- Design- rectangle with angled top and cylindrical base
- Dimensions-
 - Top- 8 feet tall, 1.66 feet wide
 - Base- 1.5 feet tall, 3.5 feet wide
 - Total height- 9.5 feet
 - Total width- 3.5 feet
 - Total Area- Approximately 18.5 square feet

Hamilton Zoning Ordinance

Section 1707.6 Projecting Signs

ADRB Policies & Guidelines

This application broaches the topic of signs in the ADRB Policies and Guidelines.

General Signage Guidelines

All signage must follow the requirements of the Hamilton Zoning Ordinance regardless of the guidelines for historic sign review.

- A. All signs need to be made of durable materials, and not to become a hazard due to disrepair, damage or inclement weather. All letters, numbers, and logos shall be permanently affixed to the sign itself or the building.
- B. New signage should be designed to be a logical and complementary component of the overall design of a building. New signage should also visibly compliment the streetscape and historic district through shape, form, material and overall design.
- C. Signs should reflect the scale and character of its surroundings in size, type, face, graphics, lighting, square footage, style, material, and related qualities to the building.
- D. Historic and/or existing iconic signs should be preserved, rehabilitated, and maintained when feasible.
- E. Pedestrian oriented signage is preferred and encouraged,
 - i. Projecting Signs are encouraged when feasible
 - ii. Wall signs are also appropriate
- F. The signage message should be designed in a simple fashion and may include the business name, logo, function and/or street number or address and related artistic treatments.
- G. Signage should not obscure any significant architectural elements; the installation of a sign must be reversible and cannot permanently alter or damage historic building materials.
- H. Not recommended: Flashing Lights, Strobe Lights or other similar treatments and LED screens, projectors and related equipment and LED programmable signs. They will be evaluated on a case-by-case basis, based on context.
 - i. Not Recommended:
 - ii. Internally illuminated window signs are generally not appropriate but can be considered on a case-by-case basis. This includes flashing and strobe lights and other such attention-seeking devices whether or not they are part of a sign.
- I. Historic Theatre Signs, Marquee Signs and other High-Quality signs, appropriate and sensitive to the historic character of the building and area can be considered.
- J. New lighting / signage technologies will be considered on a case-by-case basis.
- K. Lighting the signs externally is encouraged. Utilizing decorative building lights to light the sign often is most appropriate. However, internally illuminated signage will be evaluated on a case-by-case basis.

Projecting Signs / Blade Signs



- Projecting signs should utilize artistic design treatments, craftsmanship and other design approaches to enhance the sign (i.e. metal and carved wood), including sculptural forms. If utilized - Sign Brackets should use appropriate materials and be of such a decorative design as to serve as an enhancement to the sign itself. This is also a recommended feature for proposed signs on prominent streetscapes such as Main Street.
- Height of the projecting sign will be determined through the City of Hamilton sign permit process.

Staff Comments:

1. Hamilton Zoning Ordinance Section 1707.6 regulates the sign area of all projecting signs to six square feet. The applicant is required to also obtain a variance from the Board of Zoning Appeals before sign installation.
2. A revocable right of way permit is required from the Engineering Department before sign installation.

Motion:

The ADRB may approve, modify, or deny the COA request as presented to the Board. Planning Department staff has prepared the following motions for the Board's consideration:

- ADRB move to approve the COA request to install the projecting sign as proposed after determining it maintains compliance with Section 2600 of the Hamilton Zoning Ordinance and ADRB Policies & Guidelines.
- ADRB move to deny the COA request as proposed, as it is not compliant with Section 2600 of the Hamilton Zoning Ordinance and/or ADRB Policies & Guidelines.

Attachments:

1. Exhibit A – Location Map
2. Exhibit B – Certificate of Appropriateness Application
3. Exhibit C – Site Photos
4. Exhibit D – Rendering & Material Specs



Exhibit A – Location Map



Exhibit B – Certificate of Appropriateness Application



Planning Department
345 High Street, 3rd floor
Hamilton, Ohio 45011

Architectural Design Review Board

Phone: 513-785-7350

Fax: 513-785-7359

Email: hamiltonhistoric@hamilton-oh.gov

APPLICATION FOR A CERTIFICATE OF APPROPRIATENESS

Exterior changes made to buildings, outbuildings, landscapes, or other exterior features located within one of the City of Hamilton's Historic Areas or properties individually listed by Ordinance shall not be permitted unless and until the Architectural Design Review Board issues a Certificate of Appropriateness for the action. The ADRB will review the plans, monitor the work and administer the Architectural Conservation/Historic District section (Section 2600) of the Hamilton City Zoning Ordinance.

A fee will be charged for any Certificate of Appropriateness application that is required to be heard before the ADRB, unless the proposed change is returning to or restoring to previous or original historic materials that can be referenced in past Architectural Design Review Board or other official City of Hamilton/State of Ohio Historic Inventory records. A proposal that is Like for Like (A repair or improvement in relation to a property in which the repair or improvement utilizes the existing materials/colors and replaces them with matching materials) does not require ADRB review and will be approved by the Secretary.

A nonrefundable fifty-dollar (\$50.00) fee for Residential property or one-hundred-dollar (\$100.00) fee for Commercial property is due when a Certificate of Appropriateness application is submitted.

Fee Schedule		
Proposal:	Residential	Commercial
Exterior Change	\$50	\$100
Like for Like Work (no board review)	\$0	\$0
Return to Original Historic Materials	\$0	\$0
Work without COA Fee (First Occurrence)	\$100	\$200
Work W/O COA Fee (Multiple Occurrences)	\$300	\$600

Property Address: 229 HIGH STREET

Applicant Name: DAVID P. JURSIK

Applicant Mailing Address: 29 MAPLEWOOD AVE AKRON OH 44313

Owner/s Name: HISTORIC DEVELOPERS.COM

Owner Mailing Address: _____

Daytime Contact Phone: 330-352-1053 Email: djursik@historicdevelopers.com

Applicant Signature: David Jurisik Date: 5-10-23

APPLICANTS ARE HIGHLY ENCOURAGED TO APPEAR BEFORE THE BOARD TO SUPPORT THEIR APPLICATION.

Please see Page 4 for the Meeting Dates and Application Deadlines.

Rev. 01/01/2023



CHECK ALL THAT APPLY & FILL IN THE CORRESPONDING INFORMATION

Architectural Style of Structure/House (put N/A if not known): _____

Paint Sample Provided (often required)

Appearance of Color: _____

Color Name & Manufacturer: _____

Location (body, window trim, specific trim, accent): _____

Siding Sample Provided

Existing Siding (style, material, color, location): _____

Proposed Siding (style, material, color, location): _____

Manufacturer: _____ Proposed Size: _____

NOTE: If proposing vinyl or aluminum siding, per ADRB Guidelines, applicant must be provided a copy of Preservation Brief 8, concerning siding. It is HIGHLY recommended that applicant provide pictures and document extensive reasons why vinyl or non-historic siding is being proposed.

Roof *Roofing may require a building permit from the Building Department*

Existing Roof (material, style, color): _____

Proposed Roof (material, style, color): _____

Manufacturer: _____ Location: _____

Windows / Door

Existing Windows/Door (style, material, size, color, location): _____

Proposed Windows/Door (style, material, size, color, location): _____

Manufacturer: _____ Type (if applicable): _____

NOTE: Per ADRB Guidelines, it is recommended that proposed windows are the same size and material as the original window opening. Covering of windows is highly discouraged. For vinyl or other non-historic windows, it is recommended to document existing windows, including the condition and reasons why original windows should be replaced.

Fence *Chain-link is discouraged unless certain conditions are met defined by ADRB*

Existing Fence (type, material, color): _____

Proposed Fence (type, material, color, location, course): _____

Gutters *It is advised that all replaced gutters match the look of the existing*

Existing Gutter (material, style, location, color): _____

Proposed Gutter (material, style, location, color): _____

Manufacturer: _____

Soffit

Existing Soffit (style, material, location, color): _____

Proposed Soffit (style, material, location, color): _____

Other:

SIGN

Applications can be submitted electronically to HamiltonHistoric@hamilton-oh.gov



CHECK ALL THAT APPLY & FILL IN THE CORRESPONDING INFORMATION

DESCRIPTION OF WORK TO BE PERFORMED

Please **specify** the exact location on the structure, the nature of the work, the materials and methods to be used, and the existing historic features to be repaired or replaced not previously mentioned. Landscape, fence, and out buildings, etc., should include a sketch of the property showing the proposed location. In order to make an appropriate, fair and timely decision the ADRB may request additional detailed information. This may include plans, sketches, photographs, and information about the materials to be used, including brochures, catalog information, and paint chips. The more information provided, the better:

Demolition

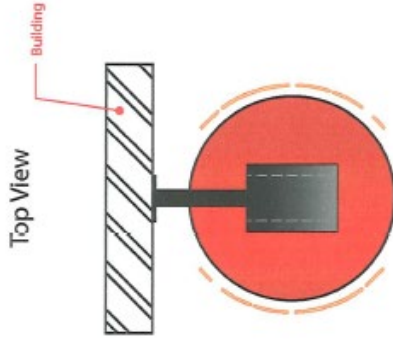
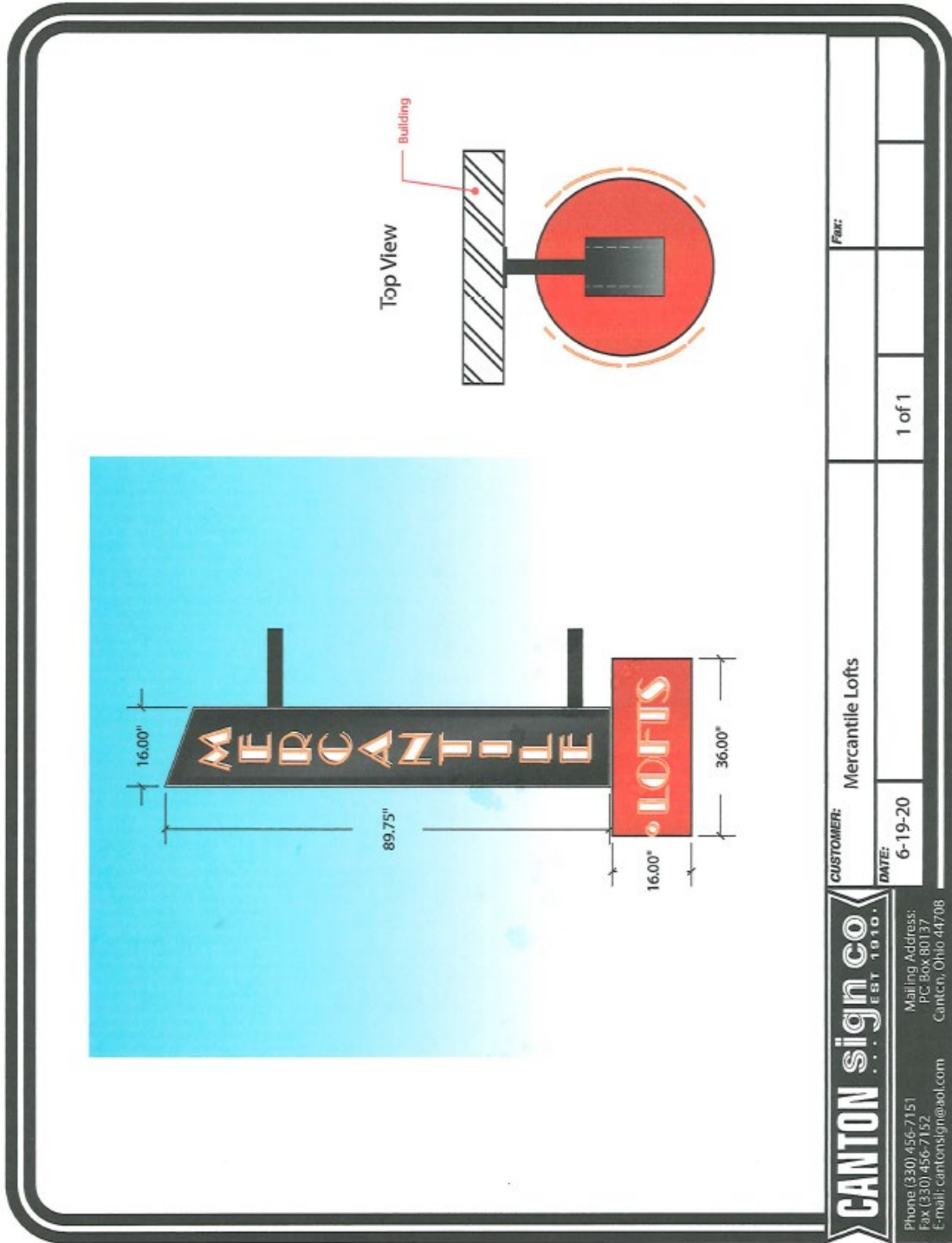
NOTE: 2600 Certificate of Appropriateness – Demolition: In the event an application for a Certificate of Appropriateness includes demolition of any property in the Architectural Conservation/Historic District the applicant shall be required to submit evidence to the Architectural Design Review Board indicating that two of the following conditions prevail:

- A. That the property proposed for demolition is not inherently consistent with other properties in its area of the Architectural Conservation/Historic District. For example, it may have been built at a time outside of the period of significance of the historic district.
- B. That the property proposed for demolition contains no features of architectural and/or historical significance.
- C. That there is no reasonable economic use for the property as it exists or as it might be rehabilitated, that there is no feasible means or prudent alternative to demolition,
- D. Existing structures listed in Section 2603.1(Central Area Building Inventory) shall be maintained. No demolition proposal will be accepted:
 - 1. Without evidence showing significant financial infeasibility of preserving, rehabilitating, restoring or reconstructing the structure. An example might be providing a pro forma that documents how the costs of rehabilitation could not be recuperated reasonably through the reuse of the building.
 - 2. Without a detailed plan of demolition and potential reuse of the property.
 - 3. Without a detailed plan of preserving any remaining exterior architectural features and/or historical features of the structure and site.
- E. The demolition of the property would contribute to a significant economic development purpose or proposal that furthers the City of Hamilton's comprehensive plan, Plan Hamilton. That the demolition would have a strategic economic impact to the historic district or neighborhood as a whole beyond the individual property.

Please attach supporting information as a separate document as necessary

Applications can be submitted electronically to HamiltonHistoric@hamilton-oh.gov





CANTON sign co. EST. 1910	CUSTOMER:	Mercantile Lofts	Date:		6-19-20	1 of 1
	Phone (330) 456-7151 Fax (330) 456-7152 E-mail: canton@cantonsign.com	Mailing Address: P.O. Box 80137 Canton, Ohio 44708	Fax:			

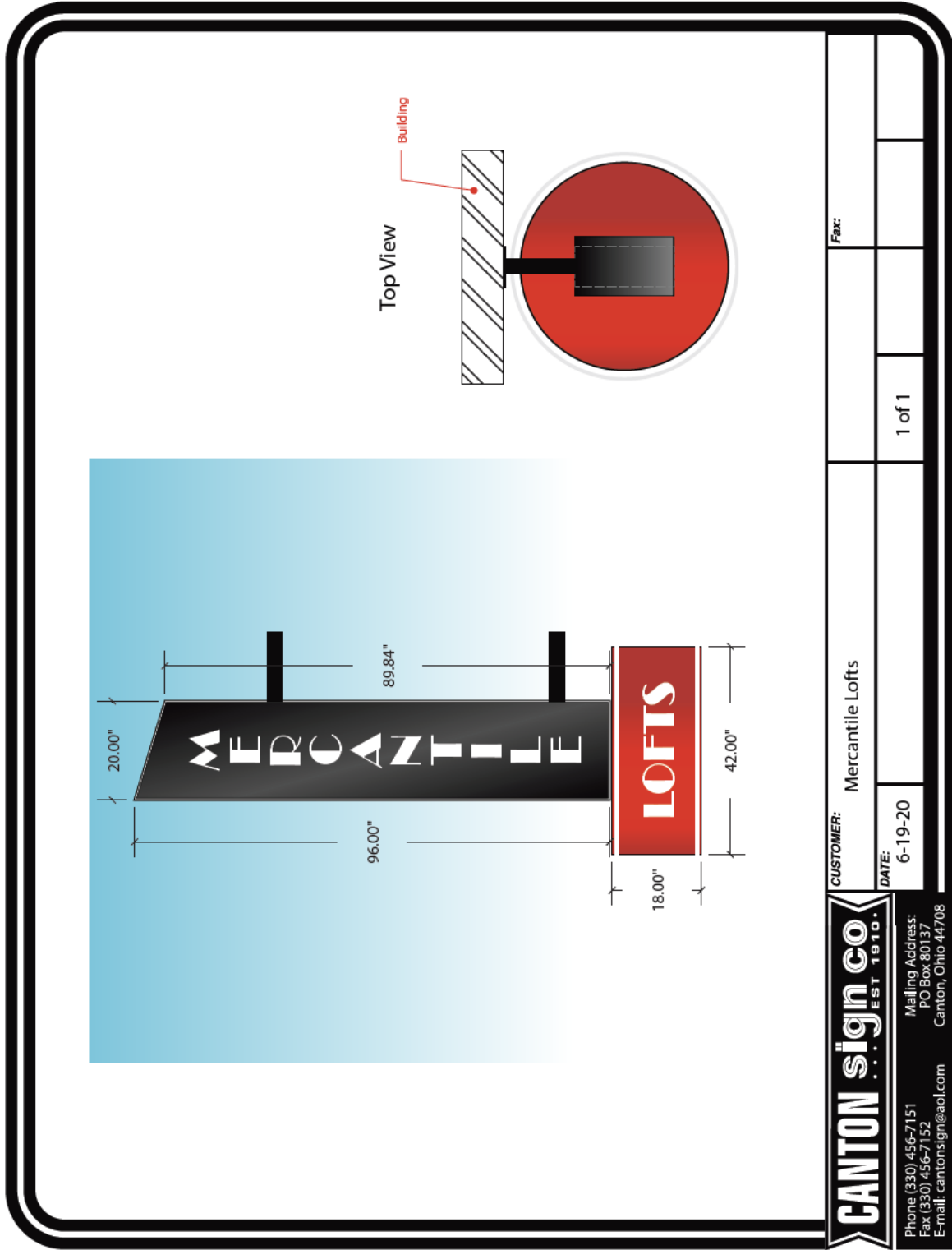


Exhibit C – Site Photos





Exhibit D – Rendering & Material Specs



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