

REQUEST FOR PROPOSALS FOR HISTORIC STRUCTURE RELOCATION AND REHABILITATION

The City of Louisville is accepting proposals from qualified contractors (“Contractor”) to relocated two historic structures currently located at the City Services Building, 739 S 104th St., Louisville, CO 80027, to Miners Field Park, 1212 South Street, as well as develop plans for and perform rehabilitation of the structures. Please review the following pages for complete information on the request for proposal process and details.

Timeline of Activities and Proposal Format

- Digital copies of each proposal shall be submitted in PDF to the City Contact Person listed below. Proposals shall be submitted on a flash drive, via email or file transfer.
- The City of Louisville will receive proposals in response to this RFP until 4:00 pm MST on Friday, November 22, 2019. Proposals received after that time will not be reviewed. Proposals submitted on a flash drive must be in a sealed envelope plainly marked with the project name “Miners Cabins Relocation Services”, and shall be addressed as follows:

Felicity Selvoski
City of Louisville
749 Main Street
Louisville CO 80027

Or emailed to fselvoski@louisvilleco.gov with “Miners Cabins Relocation Services” in the Subject line.

- Interviews of applicants selected by City for interview (if necessary) – beginning the week of December 9, 2019.
- Anticipate final selection by the week of December 16, 2019.
- Contract executed by the City approximately December 30, 2019.

SECTION 1. SUMMARY OF REQUEST

PURPOSE: The City of Louisville is seeking proposals for engineering, design, relocation and construction services to relocate and rehabilitate the historic structures (“Miners Cabins”) currently located at 739 S 104th St., Louisville, Colorado. The Cabins were previously moved in 2018 from the Miners Field neighborhood to City Shops while the City determined a permanent home for the structures. The Contractor shall accomplish the following: Provide all necessary expertise, equipment, materials, supervision, labor and incidentals required to prepare and relocate the structures from City Services, Louisville, Colorado and place them on a new foundation to be located at Miners Field, 1212 South St., Louisville, Colorado and perform rehabilitation of the structures. There is also a strong desire in the community for volunteer participation in the rehabilitation of the Cabins. All proposals should include a plan for use of volunteers in the rehabilitation efforts.

The proposed project has been structured in two phases:

1. Phase One: Cabin relocation to Miners Field, including site preparation, Cabin structural stabilization and transportation, and Cabin placement on a foundation. This includes development of civil and building plans meeting City building codes and requirements and submittal and approval of the plans from the City’s Engineering and Building Divisions.
2. Phase Two: Cabin rehabilitation. This includes preparation of design drawings for review and approval by the Historic Preservation Commission and Alteration Certificate for Historic Landmarks, development of civil and building plans meeting City building codes and requirements and submittal and approval of the plans from the City’s Engineering and Building Divisions.

F&D International conducted an assessment of the structures dated May 4, 2017, which is attached to this RFP.

Questions regarding the proposal can be directed to:

Felicity Selvoski City of Louisville 749 Main Street Louisville, CO 80027	303.335.4594 FSelvoski@LouisvilleCO.gov
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SECTION 2. SCOPE OF WORK

The Scope of Work shall include but is not limited to the following:

- Submit a safety plan prior to the commencement of the Job. The safety plan should detail procedures for accident prevention and show an understanding of all local, state, and federal regulations governing the relocation of the structure.
 - The relocation operations shall be conducted in a manner which will ensure the safety of persons and property and will prevent damage by falling debris or other cause to adjacent buildings, structures or other facilities. The Contractor will take the necessary steps to protect the structure from inclement weather, water, vandalism, and theft. Any

damage caused by the relocation to the structure, to adjacent facilities, to utilities, to streets and roadways, including curbs and gutters, shall be the responsibility of the Contractor.

- Evaluate site conditions at the receiving site (Miners Field) and provide a site plan for grading, drainage, foundation and any other needed site work to accommodate the cabins. Site planning for the cabins will need to be coordinated with the City's Parks, Public Works, and Planning Departments. A site and topographic survey may be required.
- Transport the Cabins to the new site. Transportation shall be in accordance with all applicable federal, state, and local ordinances and regulations.
 - The Contractor will be responsible for developing construction documents and obtaining the necessary permits and making the necessary arrangements with local authorities to transport the Cabins, including escorts and traffic control (as required).
 - Coordinate with utility companies to make necessary arrangements and payment for checking and clearing utility lines and traffic lights as required to move the cabins.
- The Contractor will be responsible for providing shoring and bracing or other support necessary to prevent movement, settlement, or collapse of the Cabins during the move.
 - The Contractor will be responsible for the safety and adequacy of the precautions against movement.
 - The Contractor will be responsible for protecting all surfaces, windows, and doors and other features of the structure from potential damage.
 - The Contractor will repair any damage incurred or alterations made to the building during the relocation/move as required to preserve the integrity of the structure.
- Prepare the Miners Field site to receive the Cabins (to include but not limited to site grading, removal of landscaping, installation of foundations). Anchor/attach the Cabins to the new foundations.
- Coordinate, oversee and conduct rehabilitation construction work on the Cabins as defined by the Secretary of the Interior's Standards for Rehabilitation.
 - This will include developing design plans for the rehabilitation work to be presented to the City's Historic Preservation Commission for approval through the Alteration Certificate process for historic Landmarks.
 - The Contractor will be responsible for developing construction documents and obtaining the necessary permits for the rehabilitation work.
- The City requests the Contractor provide meaningful opportunities for community volunteers to assist in the relocation and rehabilitation work. The Contractor will need to provide a plan for volunteer participation, including how volunteers will be supervised and what elements of the project to which volunteers will be able to contribute.

SECTION 3. STANDARD TERMS AND CONDITIONS

When preparing a proposal for submission in response to this RFP, Contractors should be aware of the following terms and conditions which have been established by the City of Louisville:

This request for proposals is not an offer to contract. The provisions in this RFP and any purchasing policies or procedures of the City are solely for the fiscal responsibility of the City, and confer no rights, duties or entitlements to any party submitting proposals. The City of Louisville reserves the right to reject

any and all proposals, to consider alternatives, to waive any informalities and irregularities, to abandon the project and this RFP at any time, and to re-solicit proposals.

The City of Louisville reserves the right to conduct such investigations of and discussions with those who have submitted proposals or other entities as they deem necessary or appropriate to assist in the evaluation of any proposal or to secure maximum clarification and completeness of any proposal.

The successful proposer shall be required to sign a contract with the City in a form provided by and acceptable to the City. The contractor shall be an independent contractor of the City.

The City of Louisville assumes no responsibility for payment of any expenses incurred by any proponent as part of the RFP process.

The following criteria will be used to evaluate all proposals:

- RFP, as well as their understanding of the scope of such services and the specific requirements of the City of Louisville.
- The reputation, experience, and efficiency of the contractor.
- The ability of the contractor to provide quality services within time and funding constraints.
- The general organization of the proposal: Special consideration will be given to submittals which are appropriate, address the goals; and provide in a clear and concise format the requested information.
- Other selection factors within this RFP or that City determines are relevant to consideration of the best interests of the City.

All responses to this RFP become the property of the City upon receipt and regardless of selection or rejection, and will not be returned, except that the City may return late responses submitted after the response deadline. Any trade secrets or confidential commercial or financial information submitted with any response is subject to potential disclosure and submitting it against the City in respect to agreement to indemnify the City for any costs, legal fees or expenses incurred in relation to any proceeding concerning disclosure of such information. Any trade secrets or confidential commercial or financial information submitted with a response shall be clearly segregated and marked; provided; however, that neither cost information nor the total RFP will be considered proprietary. The City will notify the vendor of any request for disclosure of information so segregated and marked that may be subject to nondisclosure, and it will be the responsibility of the vendor to object and to pursue any legal actions pursuant to Colorado law. A vendor shall notify the City within 24 hours of notification by City of request for disclosure of the protection under Colorado law.

SECTION 4. SUBMITTAL REQUIREMENTS

The following information is required for a proposal to be considered complete and to be eligible for the award process. Please respond to all of the following outlined points specifically and clearly.

- A. GENERAL INTRODUCTION: Provide the name, address, and email address of Contractor. If an entity, provide the legal name of the entity and the names of the entity's principal(s) who is

proposed to provide the services. Provide a concise description and experience of yourself, or your firm, and the experience of the Contractor.

- B. PRIOR EXPERIENCE: Provide a review of qualifications and relevant experience for all team members involved. Relevant experience should include details on removing and relocating houses from one site to another site and must provide convincing evidence that the team has sufficient understanding and experience with similar projects to be able to remove and relocate the Improvements. Qualified engineering and architecture professionals with demonstrated historic preservation, restoration, and building relocation and stabilization experience must be demonstrated.
- C. REFERENCES: Provide a list of at least 3 references from clients with similar projects completed by the person/firm(s), giving names, addresses, and phone numbers of clients.
- D. MOVING AND REHABILITATION PLAN: Provide a concise proposed scope of work for moving and rehabilitating the cabins including permitting, mitigation of hazardous materials, staging for move, transportation from City Services Building to Miners Field, new foundation, site restoration, anticipated timeline.
- E. COST PROPOSAL: Provide a detailed and itemized cost proposal for each phase of the project. Such cost proposal should also include a line item for the volunteer portion of the project. Also include hourly rates of each of the consultants that are anticipated to work on the project.
- F. Review the City's standard contract and highlight any concerns.
- G. Provide the completed pre-contract certification and return with your proposal.

**AN AGREEMENT BY AND BETWEEN THE CITY OF LOUISVILLE
AND _____
FOR CONSULTING SERVICES**

1).0 PARTIES

This AGREEMENT FOR CONSULTING SERVICES (this “Agreement”) is made and entered into this ____ day of _____, 20__ (the “Effective Date”), by and between the **City of Louisville**, a Colorado home rule municipal corporation, hereinafter referred to as the “City”, and _____ [Name of Contractor], a _____ [State of Formation and Type of Entity] hereinafter referred to as the “Consultant”.

2).0 RECITALS AND PURPOSE

- 2.1 The City desires to engage the Consultant for the purpose of providing building relocation, construction, and rehabilitation services as further set forth in the Consultant’s Scope of Services (which services are hereinafter referred to as the “Services”).
- 2.2 The Consultant represents that it has the special expertise, qualifications and background necessary to complete the Services.

3).0 SCOPE OF SERVICES

The Consultant agrees to provide the City with the specific Services and to perform the specific tasks, duties and responsibilities set forth in Scope of Services attached hereto as Exhibit “B” and incorporated herein by reference.

4).0 COMPENSATION

- 4.1 The City shall pay the Consultant for services under this agreement a total not to exceed the amounts set forth in Exhibit “C” attached hereto and incorporated herein by this reference. [Further revise as needed to reflect whether contract is hourly or flat amount]. The City shall not pay mileage and other reimbursable expenses (such as meals, parking, travel expenses, necessary memberships, etc.), unless such expenses are (1) clearly set forth in the Scope of Services, and (2) necessary for performance of the Services (“Pre-Approved Expenses”). The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the Consultant’s efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside consultant fees. The Scope of Services and payment therefor shall only be changed by a properly authorized amendment to this Agreement. No City employee has the authority to bind the City with regard to any payment for any services which exceeds the amount payable under the terms of this Agreement.
- 4.2 The Consultant shall submit monthly an invoice to the City for Services rendered and a detailed expense report for Pre-Approved Expenses incurred during the previous month. The invoice shall document the Services provided during the preceding month, identifying

by work category and subcategory the work and tasks performed and such other information as may be required by the City. The Consultant shall provide such additional backup documentation as may be required by the City. The City shall pay the invoice within thirty (30) days of receipt unless the Services or the documentation therefor are unsatisfactory. Payments made after thirty (30) days may be assessed an interest charge of one percent (1%) per month unless the delay in payment resulted from unsatisfactory work or documentation therefor.

5).0 PROJECT REPRESENTATION

- 5.1 The City designates _____ as the responsible City staff to provide direction to the Consultant during the conduct of the Services. The Consultant shall comply with the directions given by _____ and such person's designees.
- 5.2 The Consultant designates _____ as its project manager and as the principal in charge who shall be providing the Services under this Agreement. [The Services shall not be provided by persons other than _____.] [or] [Should any of the representatives be replaced, particularly _____, and such replacement require the City or the Consultant to undertake additional reevaluations, coordination, orientations, etc., the Consultant shall be fully responsible for all such additional costs and services.]

6).0 TERM

- 6.1 The term of this Agreement shall be from the Effective Date to _____, 20____, unless sooner terminated pursuant to Section 13, below. The Consultant's Services under this Agreement shall commence on [(the Effective Date) or (on another date desired by the City, after the Effective Date)] and Consultant shall proceed with diligence and promptness so that the Services are completed in a timely fashion consistent with the City's requirements.
- 6.2 Nothing in this Agreement is intended or shall be deemed or construed as creating any multiple-fiscal year direct or indirect debt or financial obligation on the part of the City within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. All financial obligations of the City under this Agreement are subject to annual budgeting and appropriation by the Louisville City Council, in its sole discretion. Notwithstanding anything in this Agreement to the contrary, in the event of non-appropriation, this Agreement shall terminate effective December 31 of the then-current fiscal year.

7).0 INSURANCE

- 7.1 The Consultant agrees to procure and maintain, at its own cost, the policies of insurance set forth in Subsections 7.1.1 through 7.1.4. The Consultant shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure

or maintain insurance in sufficient amounts, durations, or types. The coverages required below shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained from the date of commencement of services hereunder. The required coverages are:

- 7.1.1 Workers' Compensation insurance as required by the Labor Code of the State of Colorado and Employers Liability Insurance. Evidence of qualified self-insured status may be substituted.
 - 7.1.2 General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate. The policy shall include the City of Louisville, its officers and its employees, as additional insureds, with primary coverage as respects the City of Louisville, its officers and its employees, and shall contain a severability of interests provision.
 - 7.1.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than FOUR HUNDRED THOUSAND DOLLARS (\$400,000) per person in any one occurrence and ONE MILLION DOLLARS (\$1,000,000) for two or more persons in any one occurrence, and auto property damage insurance of at least FIFTY THOUSAND DOLLARS (\$50,000) per occurrence, with respect to each of Consultant's owned, hired or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision. If the Consultant has no owned automobiles, the requirements of this paragraph shall be met by each employee of the Consultant providing services to the City of Louisville under this Agreement.
 - 7.1.4 Professional Liability coverage with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate.
- 7.2 The Consultant's general liability insurance, automobile liability and physical damage insurance, and professional liability insurance shall be endorsed to include the City, and its elected and appointed officers and employees, as additional insureds, unless the City in its sole discretion waives such requirement. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Consultant. Such policies shall contain a severability of interests provision. The Consultant shall be solely responsible for any deductible losses under each of the policies required above.
- 7.3 Certificates of insurance shall be provided by the Consultant as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the City. No required coverage shall be cancelled, terminated or materially changed until at least 30 days' prior written notice has been given to the City. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

7.4 Failure on the part of the Consultant to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate this Agreement, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Consultant to the City upon demand, or the City may offset the cost of the premiums against any monies due to Consultant from the City.

7.5 The parties understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to the City, its officers, or its employees.

8).0 INDEMNIFICATION

To the fullest extent permitted by law, the Consultant agrees to indemnify and hold harmless the City, and its elected and appointed officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the services hereunder, if and to the extent such injury, loss, or damage is caused by the negligent act, omission, or other fault of the Consultant or any subcontractor of the Consultant, or any officer, employee, or agent of the Consultant or any subcontractor, or any other person for whom Consultant is responsible. The Consultant shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands. The Consultant shall further bear all other costs and expenses incurred by the City or Consultant and related to any such liability, claims and demands, including but not limited to court costs, expert witness fees and attorneys' fees if the court determines that these incurred costs and expenses are related to such negligent acts, errors, and omissions or other fault of the Consultant. [Notwithstanding the foregoing, Consultant's duty to defend, indemnify and hold harmless the City, and its elected and appointed officials and employees as set forth in this section shall only arise upon determination, by adjudication, alternative dispute resolution, or mutual agreement between Consultant and the City, of the Consultant's liability or fault.] The City shall be entitled to its costs and attorneys' fees incurred in any action to enforce the provisions of this Section 8.0. The Consultant's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the City.

9).0 QUALITY OF WORK

Consultant's professional services shall be in accordance with the prevailing standard of practice normally exercised in the performance of services of a similar nature in the Denver metropolitan area.

10).0 INDEPENDENT CONTRACTOR

It is the expressed intent of the parties that the Consultant is an independent contractor and not the agent, employee or servant of the City, and that:

- 10.1. Consultant shall satisfy all tax and other governmentally imposed responsibilities including but not limited to, payment of state, federal, and social security taxes, unemployment taxes, worker's compensation and self-employment taxes. No state, federal or local taxes of any kind shall be withheld or paid by the City.
- 10.2. **Consultant is not entitled to worker's compensation benefits except as may be provided by the Consultant nor to unemployment insurance benefits unless unemployment compensation coverage is provided by the Consultant or some entity other than the City.**
- 10.3. Consultant does not have the authority to act for the City, or to bind the City in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the City.
- 10.4. Consultant has and retains control of and supervision over the performance of Consultant's obligations hereunder and control over any persons employed by Consultant for performing the Services hereunder.
- 10.5. The City will not provide training or instruction to Consultant or any of its employees regarding the performance of the Services hereunder.
- 10.6. Neither the Consultant nor any of its officers or employees will receive benefits of any type from the City.
- 10.7. Consultant represents that it is engaged in providing similar services to other clients and/or the general public and is not required to work exclusively for the City.
- 10.8. All Services are to be performed solely at the risk of Consultant and Consultant shall take all precautions necessary for the proper and sole performance thereof.
- 10.9. Consultant will not combine its business operations in any way with the City's business operations and each party shall maintain their operations as separate and distinct.

11).0 ASSIGNMENT

Except as provided in section 22.0 hereof, Consultant shall not assign or delegate this Agreement or any portion thereof, or any monies due or to become due hereunder without the City's prior written consent.

12).0 DEFAULT

Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default.

13).0 TERMINATION

- 13.1 This Agreement may be terminated by either party for material breach or default of this Agreement by the other party not caused by any action or omission of the other party by giving the other party written notice at least thirty (30) days in advance of the termination date. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.
- 13.2 In addition to the foregoing, this Agreement may be terminated by the City for its convenience and without cause of any nature by giving written notice at least fifteen (15) days in advance of the termination date. In the event of such termination, the Consultant will be paid for the reasonable value of the services rendered to the date of termination, not to exceed a pro-rated daily rate, for the services rendered to the date of termination, and upon such payment, all obligations of the City to the Consultant under this Agreement will cease. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

14).0 INSPECTION AND AUDIT

The City and its duly authorized representatives shall have access to any books, documents, papers, and records of the Consultant that are related to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

15).0 DOCUMENTS

All computer input and output, analyses, plans, documents photographic images, tests, maps, surveys, electronic files and written material of any kind generated in the performance of this Agreement or developed for the City in performance of the Services are and shall remain the sole and exclusive property of the City. All such materials shall be promptly provided to the City upon request therefor and at the time of termination of this Agreement, without further charge or expense to the City. Consultant shall not provide copies of any such material to any other party without the prior written consent of the City.

16).0 ENFORCEMENT

- 16.1 In the event that suit is brought upon this Agreement to enforce its terms, the prevailing party shall be entitled to its reasonable attorneys' fees and related court costs.
- 16.2 This Agreement shall be deemed entered into in Boulder County, Colorado, and shall be governed by and interpreted under the laws of the State of Colorado. Any action arising out of, in connection with, or relating to this Agreement shall be filed in the District Court of Boulder County of the State of Colorado, and in no other court. Consultant hereby

waives its right to challenge the personal jurisdiction of the District Court of Boulder County of the State of Colorado over it.

17).0 COMPLIANCE WITH LAWS; WORK BY ILLEGAL ALIENS PROHIBITED

- 17.1 Consultant shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the City; for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals.
- 17.2 Exhibit A, the “City of Louisville Public Services Contract Addendum-Prohibition Against Employing Illegal Aliens”, is attached hereto and incorporated herein by reference. There is also attached hereto a copy of Consultant’s Pre-Contract Certification which Consultant has executed and delivered to the City prior to Consultant’s execution of this Agreement.
- 17.3 Consultant acknowledges that the City of Louisville Code of Ethics provides that independent contractors who perform official actions on behalf of the City which involve the use of discretionary authority shall not receive any gifts seeking to influence their official actions on behalf of the City, and that City officers and employees similarly shall not receive such gifts. Consultant agrees to abide by the gift restrictions of the City’s Code of Ethics.

18).0 INTEGRATION AND AMENDMENT

This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

19).0 NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be given by hand delivery, by United States first class mail, postage prepaid, registered or certified, return receipt requested, by national overnight carrier, or by facsimile transmission, addressed to the party for whom it is intended at the following address:

If to the City:

City of Louisville
Attn: City Manager
749 Main Street
Louisville, Colorado 80027
Telephone: (303) 335-4533
Fax: (303) 335-4550

If to the Consultant:

Any such notice or other communication shall be effective when received as indicated on the delivery receipt, if by hand delivery or overnight carrier; on the United States mail return receipt, if by United States mail; or on facsimile transmission receipt. Either party may by similar notice given, change the address to which future notices or other communications shall be sent.

20).0 EQUAL OPPORTUNITY EMPLOYER

- 20.1 Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. Consultant will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, disability, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.
- 20.2 Consultant shall be in compliance with the applicable provisions of the American with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal, state, or local laws and regulations. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of this Agreement or any renewal thereof.

21.0 NO THIRD PARTY BENEFICIARIES

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to City and Consultant, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the parties that any person other than City or Consultant receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

22.0 SUBCONTRACTORS

Consultant may utilize subcontractors identified in its qualifications submittal to assist with non-specialized works as necessary to complete projects. Consultant will submit any proposed subcontractor and the description of its services to the City for approval. The City will not work directly with subcontractors.

23.0 AUTHORITY TO BIND

Each of the persons signing below on behalf of any party hereby represents and warrants that such person is signing with full and complete authority to bind the party on whose behalf of whom such person is signing, to each and every term of this Agreement.

In witness whereof, the parties have executed this Agreement to be effective on the date first above written.

CITY OF LOUISVILLE,
a Colorado Municipal Corporation

By: _____
Robert P. Muckle, Mayor

Attest: _____
Meredyth Muth, City Clerk

CONSULTANT:

By: _____
Title: _____

Exhibit A

City of Louisville Public Services Contract Addendum Prohibition Against Employing Illegal Aliens

Prohibition Against Employing Illegal Aliens. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

Contractor will participate in either the E-verify program or the Department program, as defined in C.R.S. § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services. Contractor is prohibited from using the E-verify program or the Department program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement for services knowingly employs or contracts with an illegal alien, Contractor shall:

- a. Notify the subcontractor and the City within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- b. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this paragraph the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

If Contractor violates a provision of this Agreement required pursuant to C.R.S. § 8-17.5-102, City may terminate the Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City.

Pre-Contract Certification in Compliance with C.R.S. Section 8-17.5-102(1)

The undersigned hereby certifies as follows:

That at the time of providing this certification, the undersigned does not knowingly employ or contract with an illegal alien; and that the undersigned will participate in the E-Verify program or the Department program, as defined in C.R.S. § § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform under the public contract for services.

Proposer:

By_____

Title:_____

Date

Exhibit B – Scope of Services

[Insert Scope of Service(s)]

HISTORIC STRUCTURAL ASSESSMENT OF: 801 & 809 Lee Ave., Louisville, Colorado



Prepared For:
City of Louisville, Colorado

Inspection Date:
4 May 2017

Prepared By:
F&D International LLC
1930 Central Ave., Unit B
Boulder, CO 80301
303.652.3200
www.fdi-one.com



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1.0 EXECUTIVE SUMMARY

Representatives of F&D International LLC (F&D) were retained by the City of Louisville (City) to provide a Historical Structural Assessment of two small miner cabins located at 801 and 809 Lee Ave. The purpose of the Assessment was to provide an engineer's opinion in terms of the feasibility of relocating and rehabilitation of the two cabins in question. The Assessment should not be construed with the definition of what a "historical structural assessment" is as defined the Colorado Historical Preservation Office.

In summary, it is the opinion of the F&D that the cabins can be relocated. It should be noted that, even though it is believed the cabins can be relocated, there is no guarantee that the cabins will not suffer damage during the relocation. If the City does opt to move forward with a relocation program, it is recommended that F&D be consulted to prepare a detailed relocation plan.

Assumptions were made in terms of a forward-looking pro-forma in terms of the budget (conceptual budget) amount associated with the relocation. An itemized conceptual budget is presented in Section 5.3 of this report. Based on the assumptions made in preparing the conceptual budget, it is anticipated the relocation program will run, in rough order of magnitude, (i) relocation \$117,700 and (ii) rehabilitation \$115,170.

Field Assessments performed by:

Todd E. Ficken, PE

Scott Kallase, EIT

Report Prepared by and Submitted by:

F&D International LLC, Todd E. Ficken, PE and Scott Kallase, EIT

City's Representative On-site:

Representatives for the City included Lauren A. Trice AICP, Rob Zuccaro Director of Planning and Building Safety as well as the property owner, Mr. Michael McApline. Mr. McApline also provided anecdotal information about various building systems.

Louisville Historical Museum

We also want to extend our appreciation to Bridget Bacon, Museum Coordinator at the Louisville Historical Museum, for her assistance in providing the assessment team with the social history about the property.

2.0 INTRODUCTION

2.1 Research Background / Project Participants:

The structural evaluation for Cabin 801 and 809 was conducted to provide advise upon the feasibility of possibly relocating the two cabins in question and to develop a forward-looking pro-forma budget associated with the possible relocation. Both cabins were inspected visually and through non-destructive means to identify as best as possible the structural integrity of the cabins, e.g., only those elements of the structure that could be seen without the use of tools were examined. Where it was deemed appropriate, inferences were made from what was visible as to how the structure and other engineering and architectural elements may be performing.

Resultantly, there may be hidden issues that were not noticed, and it is recommended that any budget, especially with older properties, include a contingency percentage to deal with unforeseen and unexpected circumstances.

The cabins were inspected on the morning of 4 May 2017. Weather conditions were calm wind, clear skies, and about 70F. The cabins were shown by the owner, Mr. Mike McAlpine. Also present was a real estate developer, Mr. Justin McClure who has an interest in the property, Ms. Lauren Trice and Mr. Rob Zuccaro representatives from the City of Louisville.

The overall finding is that the cabins, relative to their age, are in good condition. It is recommended that some structural improvements be made. Even though the cabins have stood the test of time, there are some structural framing issues that were noted, especially the decayed wood sections. But overall the structures appear to be plumb, level and without sagging structure members.

2.2 Building Location:

There are two cabins on a single deeded parcel and are constructed on Outlot 2.. The cabins have a common address noted as:

- ✓ 801 Lee Ave.
- ✓ 809 Lee Ave.

The cabins are located on the northwest corner of Lee Ave and Spruce Street.

The legal description is:

Outlots 1 & 2, S&W BLK 2 Louisville East & Abandoned Railway Right of Way Lying West of Outlot 1 and Outlot 2 8-1S-69, REC 805500-01 11/17/86 IMPS ID 71870 Comb Here Per Owner 1983

3.0 History and Use

3.1 Architectural Significance & Construction History

Both of the Cabins were noted to have been constructed in the circa 1935 to 1940 timeframe. A detailed discussion of the architectural significance and construction was provided by the Louisville Historical Museum.

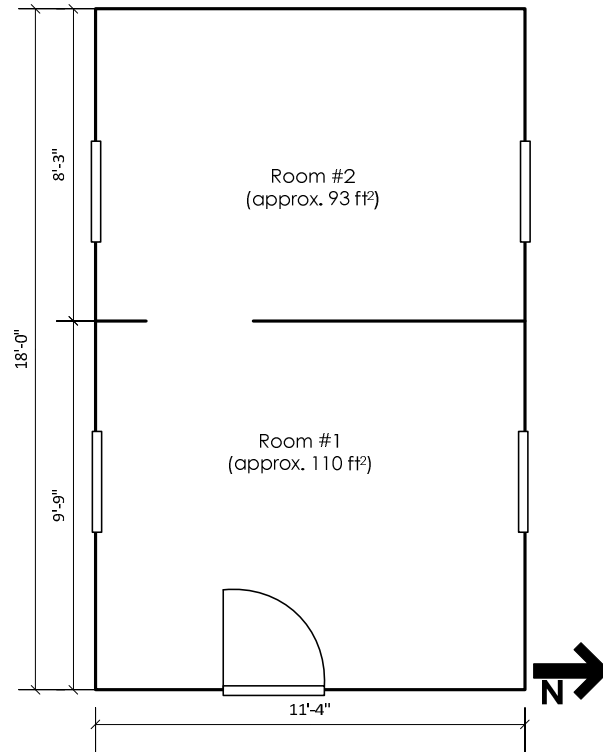
The Louisville Historical Museum prepared a detailed summary of the subject properties, entitled "Two Cabins at 825 Lee Ave., Louisville, Colorado" dated January 2017. That report summarizes how the cabins were used over time, the ownership records and descriptions of the two properties. This report can be found in Appendix A.

Also, mentioned in the Historical Museum's report is an architectural survey for 801 and 809 Lee Ave. that was completed in the year 2000, those two surveys can be found in Appendix B.

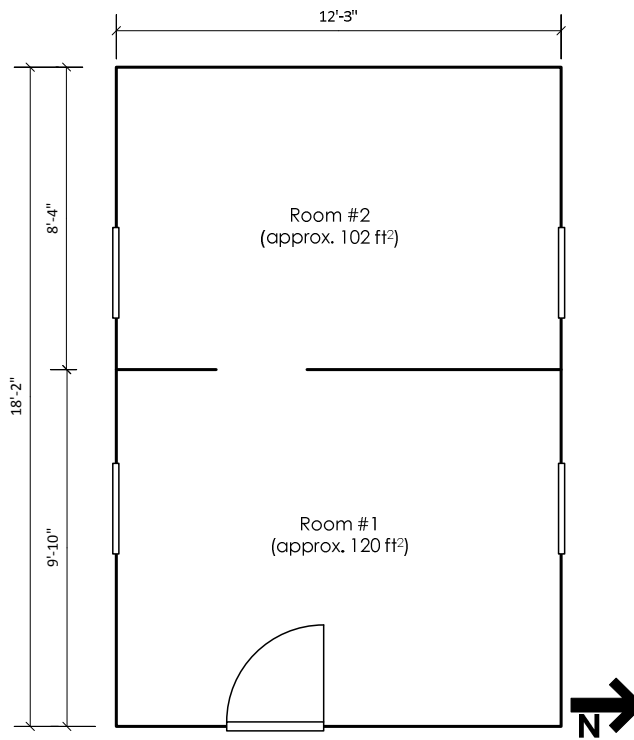
Both the Historical Museum report and the architectural survey reports provides full details as to the architectural significance and construction history. Pursuant to the field visit of 5 May 2017, the cabins appeared to be in the same condition with no additions or notable alterations subsequent to their original construction as noted in the 2000 architectural reports noted herein.

3.2 Floor Plan

In terms of floor plans, the two cabins are identical. The cabins consist of two small simple rooms, containing no closet space, bathrooms, etc. Per field measurements, 809 is slightly larger in plan than 801. Cabin 809 was noted to be approximately 222 ft² and cabin 801 was noted to be approximately 203 ft².



Cabin 801 – Floor Plan



Cabin 809 – Floor Plan

3.3 Proposed Use(s) in New Location

Pursuant to the current discussions with the City, it is understood that the City is interested in possibly securing ownership of the two Cabins in question and relocating the cabins to a new site for rehabilitating (or preserving) the Cabins. At the time this assessment was published, it was not certain as to whether or not the City would indeed take possession of and relocate the cabins, and also where the cabins might be relocated to if the City takes ownership, and if the City takes ownership, whether the Cabins would be preserved, restored or rehabilitated. The focus of the report is to help the City determine the final relocation plans of the Cabins.

4.0 PHYSICAL DESCRIPTION

The cabins appear to have no notable alterations since they were both originally constructed in 1935. For over 80 years, the cabins have exhibited the test of time and appear to still be in relatively structurally sound condition. The structural assessment did not include a destructive or disassembly of the building components, e.g., what could be observed without removing wall coverings, etc., is the extent, and from that point, the structural condition was inferred. The soundness of the structures is highly dependent on some maintenance related work, specifically the roof coverings are in very poor condition resultantly, water is leaking into the cabins. Unless the cabins are re-roofed, the cabins will start to rapidly deteriorate.

Based on what could be observed, the cabins are simple wood framed structures, using dimensional rough-sawn lumber. The framing associated with each cabin is very similar. The noted difference is primarily the wood sheathing used for the roof and siding. Cabin 809 used a 1x6 sheathing and cabin 801 used a 1x4 sheathing material.

4.1 Structural System

The structural system for both cabins is wood, stick framed structures. The walls and roof system are framed using rough-sawn 2x4 framing members with wood sheathing. (Cabin 809 is sheathed with 1x6 wood planking that is rabbeted and Cabin 801 is sheathed in 1x4 wood planking with is rabbeted). The floor systems are partially indeterminate, the floor system is sheathed with a 1x8 wood plank sheathing, but the floor joist system is not known. It is assumed to be either a 2x6 or it may be a 2x4 floor joist system.

From the nailing patterns, it is speculated that the exterior wall framing is rough-sawn 2x4 framing members set on 24 inch centers. This speculation is based on the spacing of the roof rafters which are noted to be on 24-inch centers.

It appears the cabins may rest upon a concrete foundation pad. It is not known of the concrete is a continuous pad or a perimeter ring. This opinion is based on observing a small area beneath Cabin 801 that appears resting on a concrete pad.

4.2 Envelope – Exterior Walls

As noted, the exterior walls are conjectured to be framed using rough-sawn 2x4 framing on 24 inch centers. A top plate is visible and it assumed there is a bottom plate as well. The interior side of the exterior wall is sheathed with wood planks laid horizontal. Similarly, it appears the exterior side of the wall is sheathed with wood planks as well overlaid with plain sawn log siding running vertically.

4.3 Envelope – Roofing & Waterproofing

With respect to both cabins, there is very little in terms of waterproofing that was performed at the time of construction or over the years since. It does appear the exterior walls were wrapped with a felt paper prior to installing the exterior siding. Also, there is a lack of flashing over the windows or doors.

Cabin 809 – This cabin is roofed with cedar shakes. The roof is in very poor condition, with many damaged and missing cedar shakes. There is evidence the roof leaks. If the cabin is to be preserved, it is recommended the cabin be immediately re-roofed. Future research will be required as to the original type of roof covering material.

Cabin 801 – This cabin is roofed with a 90-lb. granular rolled roofing. Similar to the 809 Cabin, the roof covering is in very poor condition with large sections that have blown off, exposing the underlying roof sheathing. If the cabin is to be preserved, it is recommended the cabin be immediately re-roofed.

4.4 Windows & Doors

Each cabin had one door (the front door) and four windows. The windows are slightly different between the two cabins in terms how the sashes were divided up. The windows on both are double hung, single pane window units. The window units are original to the cabin. The windows are boarded up.

The windows are not operational, most of the glass panes are broken out, window glazing is deteriorated, in general, the windows are in poor condition. It is speculated that to return the windows to full functionality, they will have to be removed and reconstructed where possible or reproduced if beyond repair.

4.5 Interior Finishes

Whether the interiors were re-done over time is not known. This can be researched, but is beyond the scope of this report. From the appearance of the interior finishes, the last time the interiors were addressed may have been over 60 plus years ago. The interiors were completely finished and at one time appeared to be nicely finished.

Cabin 801 – The interior was trimmed out with painted base and case. There are remnants of a VCT flooring material over the wood plank floor, remnants of wall paper, and other finish items. The ceiling was finished with wood beaded board and painted.

Cabin 809 – The interior was trimmed out with painted base and case. There are remnants of a VCT flooring material over the wood plank floor, remnants of wall paper, and other finish items. The ceiling was finished with 1x6 wood planks and painted.

4.6 Mechanical Systems

Both Cabins had a basic mechanical system, consisting of a gas fired heater, gas range, and a general-purpose sink. Whether the gas appliances and sink were original to the Cabins, it is not known. It is speculated that the appliances and sink were actually original.

Cabin 801 – There is evidence the cabin was provided with natural gas, possibly propane. It is conjectured that the natural gas was added after sometime after the cabin was first constructed. There are remnants of a gas fired heater and a gas range located in the front room. Also, noted is a sink.

Cabin 809 – Similar to Cabin 801, cabin 809 appeared to have a similar mechanical system.

Neither cabin had a bathroom. From examination of the site, it appears the cabins shared an outside privy.

4.7 Electrical Systems

At one time the cabins did have electric power, currently the Cabins do not have electric power. Electric power appeared to supply a single overhead light in each room and possibly a receptacle or two. Wiring methods appeared to be typical for circa 1940, e.g., a combination of knob & tube and surface mounted twisted cloth covered conductors with porcelain devices. Since the conductors are surface mounted, including in the attic space as noted in Cabin 801, it is conjectured that the electrification was a remodel that occurred sometime after the Cabins were constructed and occupied.

5.0 - Feasibility of Moving Structures/Rehabilitation in New Location

5.1 Historic Preservation Objectives & Feasibility of Relocation

At the time this report was drafted, the relocation plans of the two cabins in question was not known. It was understood that the City of Louisville is contemplating what to do with the cabins, if anything. Part of the impetus for the structural assessment is due to a pending demolition permit for the demolition of the two cabins in order to make way for new development. Resultantly, the City is looking at whether it would like to secure ownership of the Cabins and undertake the relocation thereof. The purpose of this report was to (a) review the feasibility of whether the two cabins can be moved, (b) review a conceptual budget to relocate the cabins as well as renovate (word is loosely defined) and (c) how would the cabins be used, if used at all.

In working with the City representatives, it was mentioned, that there is an interest to preserve the unique character of “old town” Louisville and these two cabins certainly provide a unique and excellent example of the unique character of “old town” from a bygone era. But beyond that it is not known;

- Whether the City of interested in the Cabins.
- Where the cabins may be relocated too, if relocated at all.
- If relocated, is there funding to relocate the cabins.
- Whether the cabins would be restored and if so what level of restoration, namely, historical preservation, historical restoration, or historical rehabilitation.
- Whether an agreement can be worked out to secure the rights to the cabins, assuming the City would like to take on the project of relocating the cabins.

Not knowing the full intentions of the City, it is the authors opinion that it is realistically feasible to relocate the cabins. Both cabins appear to be in a reasonably structurally sound condition. The framing is adequately sheathed and the cabins appear sturdy enough to survive a relocation. There are a few unknowns, such as the floor system and what the cabins are actually resting on in terms of a foundation and if resting on a concrete pad, how is the cabin attached to that concrete pad. But with proper support and bracing, it is the author's opinion the cabins can be relocated. It is important to note that this is an opinion and that opinion does come with some risk to the City in this undertaking. It is impossible to quantify that risk, but with care and due-diligence it is opined that risk can be mitigated to a certain degree. The cabins could still incur damage and possibly be damaged beyond repair. It is possible that during transport the transport truck gets in an accident and the cabin is damaged.

5.2 Prioritized Work

How the work is prioritized hinges on the intentions of the City. If the City does decide to take possession of the Cabins, an outline on how the work may be prioritized consists of:

- (1) Determining a suitable relocation site.
- (2) Determining how the City like to restore the cabins, i.e., preservation, restorage, or rehabilitation.
- (3) Determining how the cabins may be used, i.e., open to the public, etc.
- (4) Completing the architecture and engineering work to relocate and restore the Cabins.
- (5) Securing the funding.
- (6) Executing the relocation, inclusive of site preparation at the receiving site.
- (7) Completing the restoration.

5.3 Detailed Estimate of Probable Cost of Relocation/Rehabilitation

As noted in Section 5.2 above, not knowing specifically what the City's intentions are, it is difficult to develop a detailed estimate of probable cost for the relocation and restoration of the Cabins. At this point, all that can be done is to speculate a budget. A budget has been assumed, the reader is cautioned to note that the budget (and any budget for that matter) is forward-looking and pro-forma in nature which means actual project costs could be much more or much less than estimated. This is exacerbated for the budget was prepared based on speculation and very broad assumptions.

Some assumptions are:

- (1) Relocation site is assumed to be within a two-mile radius of the current Cabin location.
- (2) A conceptualized (not engineered) plan is assumed in terms of how the cabins would be physically moved. Assumed plan is to construct a lifting platform, fully wrap and brace cabin, lift with a crane and transport on a flat trailer.
- (3) Receiving site – Assumed to require grading, foundation for receive the Cabins, utilities (electric), site hardscaping and landscaping.
- (4) Cabins – A full rehabilitation as defined by the Secretary of the Interior's Standard for rehabilitation.

Descriptions	Qnt	Units	\$/unit	Total
Utility Coordination (Departing Site)	1	l.s.	\$5,000	\$5,000
Site Preparation to Remove Cabins	1	l.s.	\$7,500	\$7,500
Bracing, cribbling, and Rigging	2	l.s.	\$3,500	\$7,000
Steel Cradle	1	ea	\$3,500	\$3,500
Crane (Grove Rubber Tire, 60 ton assumed)	20	hrs	\$235	\$4,700
Trucking	20	hrs	\$125	\$2,500
Site Preparation Receiving Site	1	l.s.	\$10,000	\$10,000
Concrete Foundation Pad	2	ea	\$6,500	\$13,000
Moving of Cabins	2	ea	\$3,500	\$7,000
Removal of Bracing, Rigging	2	ea	\$1,500	\$3,000
Repairs to Cabins due to Move	2	ea	\$2,500	\$5,000
Receiving Site Design and Landscaping	1	l.s.	\$35,000	\$35,000
Engineering (Moving and site plan development)	1	l.s.	\$18,500	\$18,500
Architectural and Engineering for Rehabilitation	2	ea	\$20,000	\$40,000
Rehabilitation Effort	2	ea	\$25,000	\$50,000
Subtotal				\$211,700
Owner's Contingency (10%)	1	l.s.	\$21,170	\$21,170
Pro-Forma, Forward Looking Budget Total ⁽¹⁾				\$232,870

Footnote (1) – The budget estimate is highly variable, there are many assumptions and unknowns at this time. Actual costs could be much less or more depending on how the project is defined.

6.0 Photographs

Picture 1 – View of Cabin 801 and 809 looking from the southeast corner of Lee and Spruce to the Northwest. Cabin 801 is to the left (south) and Cabin 809 is to the right (north).



Picture 2 – Another view of the cabins, looking to the west. The front of the cabins face to the east.



Picture 3 – View of the cabins looking to the southwest. The fence, planting areas, sidewalk, etc. can be seen in the photos taken circa 1950's.



Picture 4 – East elevation of Cabin 801.



Picture 5 – East and north elevation of Cabin 801. The siding is a pine log siding that has been debarked and sawn to a thickness of approximately 1 ½" inches. It is nailed to a horizontally planked wood sheathing. The siding is in good condition, some signs of deterioration though. It is believed the cabin sits upon a concrete pad type foundation.



Picture 6 – Cabin 801, The roof is a 1 vertical to 2 horizontal gabled roof. The covering is 90 lb granular rolled roofing material in very poor condition.



Picture 7 – Cabin 801, south facing roof, as noted the roof covering is in very poor condition. If the cabin is to be preserved, it will require immediate attention to a new roof covering.



Picture 8 – Cabin 801, the roof is stick framed with rough sawn 2x4 on 24 inch centers and sheathed with a 1x4 wood planks, rabbet joinery. From what could be seen from the sheathing and rafters, it appeared in sound structural condition.



Picture 9 – Closer view of Cabin 801 roof sheathing and end rafters.



Picture 10 – Cabin 809 sits immediately to the north of cabin 801. Construction and overall condition is very similar to Cabin 801, with some minor differences.



Picture 11 – Cabin 809 roof system is stick framed rough-sawn rafters on 24 inch centers and a roof pitch of 1 unit vertically to 2 units horizontally. The roof deck is sheathed with 1x6 wood planks, rabbeted together. The roof structure appears in sound condition.



Picture 12 – Closer view of Cabin 809's roof structure.



Picture 13 – Cabin 809 roof structure.



Picture 14 – The rafters on both Cabin 801 and 809 are plumb cut and trimmed with a fascia board. The fascia board on both cabins is in various states of decay and needs replacement as well as the fascia boards on the end gables as well.



Picture 15 – View of both cabins, 801 is in the background and 809 is in the foreground.



Picture 16 – Trim fascia boards on Cabin 801, note condition of trim fascia board is in decayed poor condition. If cabins are to be preserved, all roof trim boards will need to be replaced, along with new roof covering.



Picture 17 – Roof covering on Cabin 801, in very poor condition, urgently needs to be replaced.



Picture 18 – View of cabins looking to the northeast. Cabin 809 in background and Cabin 801 in foreground.



Cabin 801 – The following pictures, picture 19 to Picture 32 are Cabin 801.

Picture 19 – View of east elevation. Cabin is sided in pine plain sawn pine logs. It is believed the siding is original. Overall the siding is in good condition. Currently the cabin is being used as a storage facility.



Picture 20 – View of cabin, siding is in generally sound condition, needs to be re-sealed. Siding is nailed to the underlying wood plank sheathing.



Picture 21 – Entrance door, door is in poor condition. Door could be restored. Door jamb is relatively plumb and level, in good condition.



Picture 22 – Interior view of east room, refer to page 4 in report for a sketch floor plan. Exterior wall is sheathed with 1x4 horizontal planks, rabbeted. Exterior wall is assumed to be rough-sawn 2x4's on 24 inch centers, sheathed on both sides.



Picture 23 – View of front room. Gas stone in the corner, located to the back of the front room to the north side. Note ceiling is beaded board, nailed to rough-sawn 2x4 ceiling joists.



Picture 24 – View of the southwest corner of the front room, walls were covered in a wall paper. Note window casing, all the windows and door were cased and the casing was painted.



Picture 25 – Close up of ceiling treatment.



Picture 26 – Ceiling treatment. T&G beaded board. Also note the casing around the entry door, 1x4 pine casing.



Picture 27 – Immediately to the north of the front door is a sink. Sink was not operational.



Picture 28 – Cabin also appears to have had a gas fired heater. The manufacturing date of the heater was not discovered. It is opined that the gas heater and stove were added to the cabin sometime after the cabin was constructed.



Picture 29 – The cabin was electrified. The service entered on the west side (back of the cabin). The wiring method was knob & tube and surface mounted conductors with porcelain devices. Each room has a ceiling mounted light and at least one receptacle. Note also the interior finish of the back room as well.



Picture 30 – Backroom interior finish, ceiling is T&G beaded board and wallpaper covered walls.



Picture 31 – View of the roof structure. As noted, rafters are rough-sawn 2x4, 24 inches on center sheathed with 1x4 rabbeted planks. The structure appears sound and in relatively good condition.



Picture 32 – Another view of the roof structure. Note also the electric conditions, using knob insulators. It is conjectured, due to the surface running on conductors that the cabin was originally not electrified and the electrification came sometime after the cabin was constructed.



Cabin 809 – The following pictures, picture 33 to Picture 45 are Cabin 809.

Picture 33 – East elevation of Cabin 809. Cabin 809 is the larger of the two cabins. Construction methods and material are very similar as Cabin 801. The front entry door appears to be original to the structure and would recommend the door be restored. The vertical pipe to the left of the door is the vent pipe for the sink.



Picture 34 – View of the east and south elevations. Windows are double hung unit units, in various stages of decay.



Picture 35 – South elevation of the Cabin.



Picture 36 – The floor structure system is indeterminable. It is assumed to be sitting on wood girders with rough-sawn floor joists, which is typical for the era and similar to the exterior wall framing. The lower sections of the siding are showing decay.



Picture 37 – The interior has painted ceiling and trim and wallpaper covered walls. The ceiling is finished with 1x6 pine planks, nailed to ceiling joists. It appears the ceiling may be insulated to some degree as evidence of the tar paper that is hanging through the cracks in the pine planking.



Picture 38 – Another view of the ceiling finish details.



Picture 39 – It is conjectured sometime after the cabin was constructed and occupied, it was electrified, probably sometime in the 1950's the cabin received electric power. Each room, of the two-room cabin had a ceiling mounted porcelain lamp holder and at least one receptacle. Wiring is knob and tube and surface wiring.



Picture 40 – View of the front (east) room of the cabin. Currently being used for storage. Note wallpaper, crown molding and painted ceiling.



Picture 41 – To the left of the window is a surface mounted electrical receptacle. The cabin was also fitted with what was assumed a gas fired heater and stove similar to Cabin 801 to the south.



Picture 42 – Window is cased out and is a double hung window. Upper sash is three divided lights and the lower sash is full lite. Such a window style was common for the era found in homes all across Boulder County.



Picture 43 – Mechanical related items in cabin.



Picture 44 – View to the back (west) room of the two-room cabin.



Picture 45 – Back room of the cabin, similar finish items, wallpapered walls and wood planked ceiling.



7.0 Bibliography

8.0 Appendices

Louisville Historical Museum
Department of Library & Museum Services
City of Louisville, Colorado
January 2017



Two Cabins at 825 Lee Ave., Louisville, Colorado (Also referred to as 801 & 809 Lee)

Legal Description of Parcel from Boulder County Assessor: OUTLOTS 1 & 2 S & W BLK 2
LOUISVILLE EAST & ABANDONED RAILWAY RIGHT OF WAY LYING WEST OF OUTLOT 1 & OUTLOT
2 8-1S-69 REC 805500-01 11/17/86 3 IMPS ID 71870 COMB HERE PER OWNER 1983

Specifically, the two cabins in question were constructed on Outlot 2. According to the Boulder County Assessor website, the entire parcel currently contains six structures. The two freestanding cabins, to be referred to as Cabin #1 and Cabin #2, are the subjects of this report and are pictured here in a 2016 photo:



These two cabins were surveyed in 2000 under the addresses of 801 Lee Ave. and 809 Lee Ave. Those Architectural Inventory Forms are incorporated by reference into this report.

Year of Construction: circa 1935-1940

Summary: Emmet and Laura Trott built these very small cabins and they were rented out, with other cabins on the property, starting during the Depression years of the 1930s. The cabins are in their original locations in the Miners Field neighborhood.

Louisville's mining history extends to the culture that grew around the mining economy. People didn't have much, lived in small structures in tight-knit neighborhoods, often rented rather than owned, and made do (and were inventive with) with the resources available to them. This was already the case in Louisville, but it was particularly true during the Depression years when the cabins were built. To many, these two cabins represent a counterpoint to a later time when residents are fortunate to be enjoying a more comfortable lifestyle.

In 2016, the Louisville Historical Museum included images of these two cabins in both public presentations that were given on "Tiny Houses With a History" about the prevalence and history of small houses in Louisville. According to the 2000 Architectural Survey Forms, Cabin #1 (to the south) is 198 square feet and Cabin #2 (to the north) is 216 square feet.

Development of East Louisville Addition

The history of the East Louisville Addition originated with Charles C. Welch, a prominent businessman and figure in Colorado history who started the first coal mine in Louisville and was the primary person behind the establishment of Louisville as a town. His wife, R. Jeannette Welch, transferred the land to brothers William J. Lee and George A. Lee, who platted the area in 1906, thereby creating the East Louisville Addition. The subdivision is located on the opposite side of the railroad tracks from the commercial core of Old Town Louisville and most of the rest of the town.

Houses in the East Louisville neighborhood are characterized by their close proximity to Miners Field, a historic ball field dating back to the late 1800s, and to their close proximity to the railroad. Not only is the main railroad line nearby, but a railroad spur cut through from northwest to southeast. The cabins at 825 Lee are close to Miners Field and were notably close to the railroad spur, which is now gone, and to Miners Field, located just northeast of the cabins. This neighborhood historically had a high number of immigrant residents.

Earliest Ownership of Lots, to 1930s

In 1908, after having platted East Louisville in 1906, the Lee brothers sold Outlots 1 and 2 (on which the cabins were later constructed) to August Seeger. Property records indicate that August and Mina Seeger sold the lots to William Jopling in around the same year. William Jopling had been born in England in 1849 and he passed away by 1918. There is no evidence that he ever lived in a structure on the lots; the 1910 census records show that he was living in Old Town Louisville on the west side of the railroad tracks, not the east side where these lots are located. However, the 1909 Drumm's Wall Map of Louisville does show a structure existing on Outlot 2, seen here. Nothing else is known about that building. The area in which the cabins are located is circled.



In 1918, Jopling's estate sold the lots to Tony D'Orio. He had been born in Italy in about 1878 and was a longtime shoemaker in Louisville. As with Jopling, there is not any evidence that he lived in a structure on the lots. Records show that he lived with his family on Grant Ave. during the time of his ownership of the lots.

Trott Construction and Ownership of Cabins, 1936-1946; Dates of Construction

Boulder County Recorder property records indicate that Laura Trott purchased these lots in 1936, based on the recording of the deed of trust (mortgage) on the property that year. The actual warranty deed was not recorded until 1940. The Trotts are believed to have been the owners who were responsible for the construction of the cabins. They built four cabins on the lots, all facing Lee Ave. Cabins 3 and 4 were later attached to one another to become one building. There were also additional buildings adding up to several rentals. According to the 2000 Architectural Inventory Forms for Cabin #1 and Cabin #2, they were both constructed on Outlot 2.

Laura Hendricks Trott (1898-1986) was born in Oklahoma. Her husband, Benjamin "Emmit" Trott (1894-1972) was born in Arkansas. They married in Arkansas in 1914 and had several children. At the time of the 1930 census, they were living in Six Mile, Franklin County, Illinois, which was a coal mining community from which others also came to Louisville. The Trott family arrived in Louisville by 1933 and Emmit Trott opened a junk business on the north side of Pine just east of the railroad tracks. Their property on Pine included the Ernest Grill Lumber building, which they later relocated, and the house that is now 1105 Pine. The 1940 federal census listed him as being the proprietor of a junk business. He is also remembered as having had a hauling business. They purchased this separate parcel on Pine by a deed that was recorded in 1945 and are believed to have also owned other property in East Louisville.

The 1948 Boulder County Assessor cards for these structures do not give a date of construction. The Boulder County Assessor website appears to give 1935 as the date of construction. Boulder County has sometimes been found to be in error with respect to the dates of construction of Louisville's historic buildings, so other evidence is looked to. In this case, the Boulder County property records indicate that the Trotts, who are believed to have constructed the cabins, purchased them in 1936 (the year in which the deed of trust on the property was recorded, though the warranty deed was not recorded until 1940). According to Louisville resident Jean Morgan, a grandson of Laura and Emmit Trott was born in one of the cabins in 1939. Last, the 2000 Architectural Inventory Forms state that the two cabins were constructed in "ca. 1940." Based on these pieces of evidence, the construction date is estimated to be "circa 1935-1940."

The following excerpt of an aerial view from the Carnegie Library for Local History shows the cabins and the area around them in the early 1940s. The Trott business and home can be seen to the south of the cabins (on the north side of Pine). The area in which the cabins are located is circled.



History of Cabins and Ancillary Buildings in Louisville

These cabins relate to an aspect of Louisville history from its earlier years, particularly the mining years. Although people in the Louisville community were overall similarly situated in terms of class, many residents could not afford to purchase houses or wanted the convenience of rentals. Also, according to many current Louisville residents, for a long time there were more people interested in purchasing houses than there were houses to purchase. As a result, many people in Louisville rented or lived in temporary housing. Census records show that it was common for a family to rent a house, and that it was also very common for people to live in the outbuildings of relatives or to rent outbuildings. If a single miner or a few single miners lived in such a building, it is still in Louisville typically referred to as a "batch" or "bach" (short for bachelor).

Likewise, if one owned an extra outbuilding, cabin, or cottage, one could gain extra income by renting it out. A coal stove and chimney could be installed relatively easily, and the outhouse would typically be shared.

The fact that the local mines closed in the summers also contributed to the prevalence of outbuildings. Many of Louisville's historic homes may have been very small, but one could easily add additional outbuildings to a property, particularly in the summertime when many miners worked to improve their houses and yards.

Although the rental market was very active, there were not records kept of rentals. Most of the available information comes from census records, which noted for the census years from 1900-1940 whether the head of a household owned or rented; Louisville directories that show extra people or even an extra family residing at a particular address; information that has been collected over the years from Louisville families; and historic photos and property records documenting the presence of small cabins.

Many of Louisville's cabins and outbuildings are gone, but some historic houses in Louisville still have outbuildings that were once rented out to single people, couples, or families. One example is 1024 Grant, which is one of the twelve structures in Louisville that is listed on the National Register of Historic Places. When it was selected for the Register in 1986, one of the considerations in its favor was that it still had associated outbuildings. One of these outbuildings was a cottage that was rented out.

In another example, the small building behind the Mossoni House at 836 Main St. (now the location of Bittersweet) was rented out to families such as Boyd and Callie Forbis and their children, who lived there at the time of the 1930 census. The structure is now part of Por Wine House.

When Emmitt and Laura Trott purchased Outlots 1 and 2 in the mid 1930s, it was likely with the intention that they could build cabins there and bring in rental income. The presence of the cabins were likely a draw for Marjorie Downer when she decided to buy the property from the Trotts in 1946, as she could benefit from the rental income and be able to keep an eye on the cabins from her own home on the property.

In 1946, Laura Trott sold the property with the cabins to Glen and Lois Walters. In around 1947, the Trotts moved to Lafayette and had a secondhand/antique business there at a store (moved from its Pine St. location in Louisville) called Trott's Trading Post. Also in 1947, Glen and Lois Walters sold the property with the cabins to Mayfair Development Co.

Downer Ownership, 1946-1994

In 1946, Marjorie Downer purchased a parcel of land from Mayfair Development Co. In about 1949, she built a house on the property in which she lived. She was able to oversee her rental cabins from her house on Lee Ave.

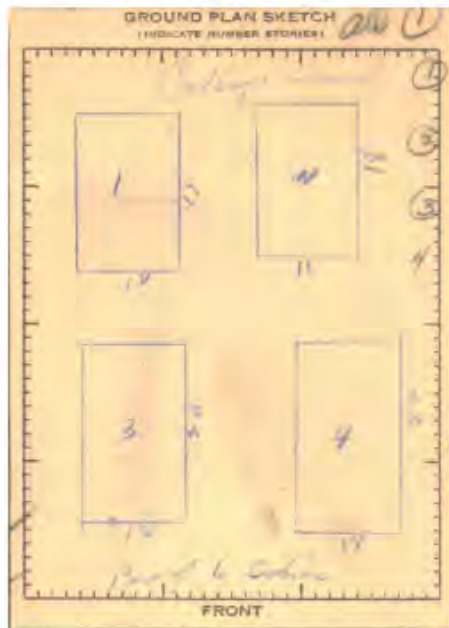
Marjorie Downer (1898-1985) was born in a sod house in Nebraska. Her family moved to Colorado by 1910. Previous places in Colorado where she lived were: Englewood in 1910, Bailey in 1920 (teacher at a country school), Denver in 1930 (working in printing office), and Wray in 1940 (no occupation given, but living with her mother, brother, and other relatives). It is believed that her primary occupation was that of a schoolteacher. No records were found that would indicate that she ever married.

The following images are from the 1948 Boulder County Assessor cards that were completed for all of the buildings at 825 Lee. These are believed to be the images of Cabin #1 and Cabin #2, though they were not specifically identified on the cards.



The following image of the ground layouts from the 1948 County Assessor cards appear to be for all four cabins facing Lee Ave. The diagram is labelled "Cottage Camp." The cabin labelled as #1 has 216 square feet and the cabin labelled as #2 has 198 square feet, which is the reverse of what was stated in the 2000 Architectural Inventory Forms for the two cabins. However, it is

not known whether or not the Assessor intended to go in order from south to north. The Assessor card indicates that the other two cabins have 240 and 264 square feet.



The following 1962 aerial photo of the Miners Field neighborhood shows a circled area where the Trott/Downer community of cabins was located. This view is looking east.



Neighborhood resident Jean Morgan has interviewed several former cabin residents, and others who remembered the cabins, and typed her notes. She noted that the cabins each consist of two rooms, with the kitchen/living space in front and the bedroom in back. They did not have insulation, but the people she interviewed remembered the cabins having had cold running water. A shared toilet was in a long, angled building behind the cabins (now gone). The siding is original. A particularly unique feature of the cabins is that the fence posts by the

cabins, still there, were made out of casings from cardox shells from the coal mines. (Cardox shells using compressed air were used to break up the coal as an alternative to using explosives.)

It is believed that single miners, couples, and families all rented the cabins at different times over the years. Unfortunately, directories from the time period of the cabin rentals typically did not identify precise addresses for residents living in this neighborhood. The 1940 census listed some households in East Louisville in which the people were renters, but there is not a way to determine exactly who lived in what building.

There may have been as many as eight small structures that Marjorie Downer owned and rented out on the property, creating a small community in a neighborhood already known for having been tight-knit. The 1949 Louisville director listed the "Louisville Cabins" as an entity with Marjorie Downer as the manager, and as noted above, the 1948 Assessor cards called it a "cottage camp." Though some outbuildings that were used for rentals still exist, these Lee Ave. cabins appear to be unique in that there were several of them rented out to different people over many years, and they are virtually unchanged today. It is believed that there is nothing similar to them elsewhere in Louisville.

At an unknown date, the cabins became vacant. Downer passed away in 1985. In 1986, her property passed to her brother, Lowell Downer, who died in 1993. In 1993, it passed to John Downer as Trustee for the Lowell Downer Living Trust. John Downer is believed to be the nephew of Marjorie Downer and Lowell Downer. In 1994, John Downer sold the property with the cabins to Michael McAlpine.

Later Ownership

In 1997, Michael McAlpine transferred ownership of the parcel with the cabins to Sidecon LP.

In 2009, Sidecon transferred ownership to 825 Lee LLC, which is the current owner of record.

2000 Architectural Survey Forms

The Architectural Survey Forms for 801 Lee and 809 Lee, which are references to the two freestanding cabins with the current address of 825 Lee, give extensive descriptions and statements of significance for both cabins. The reports state, "These two cabins have had no additions, and no notable alterations, subsequent to their original construction." The 2000 reports are incorporated by reference into this report. (It should be noted that although the 2000 reports referred to Mrs. Marjorie Downer, she did not have a married name and is believed to have not married.)

The preceding research is based on a review of relevant and available online County property records, census records, oral history interviews, Louisville directories, and Louisville Historical Museum maps, files, and obituary records.

COLORADO CULTURAL RESOURCE SURVEY

Architectural Inventory Form

(Page 1 of 5)

I. IDENTIFICATION

1. Resource number: **5BL8211**
2. Temporary number: **N/A**
3. County: **Boulder**
4. City: **Louisville**
5. Historic building name: **Mrs. Downer's Cabin**
6. Current building name: **Miner's Cabin**
7. Building address: **801 Lee Avenue**
8. Owner name: **Sidecon LP**
Owner address: **4770 Baseline Road #200
Boulder, CO 80303**

II. GEOGRAPHIC INFORMATION

9. P.M. **6th** Township **1S** Range **69W**
SW of **NE** of **NE** of **SE** of section **8**
10. UTM reference
Zone **13**
Easting: **488990**
Northing: **4425120**
11. USGS quad name: **Louisville, Colorado**
Year: **1965 (Revised 1994) 7.5'**
12. Lot(s): **n/a** Block: **Outlot 2**
Addition: **Louisville East** Year of Addition **1906**
13. Boundary Description and Justification: **This legally defined parcel encompasses but does not exceed the land historically associated with this property.**

22. Architectural style /
building type:

Other Style
(Wood Frame Front
Gable Cabin)

Official Eligibility Determination

(OAHP use only)

- Date _____ Initials _____
- ☐ Determined Eligible - National Register
☐ Determined Not Eligible - National Register
☐ Determined Eligible - State Register
☐ Determined Not Eligible - State Register
☐ Needs Data
☐ Contributes to eligible National Register District
☐ Noncontributing to eligible National Register District

III. ARCHITECTURAL DESCRIPTION

14. Building plan (footprint, shape):
Rectangular Plan
15. Dimensions in feet: **198 square feet**
16. Number of stories: **one**
17. Primary external wall material
Wood / Log
18. Roof configuration (enter one):
Gabled Roof / Front Gabled Roof
19. Primary external roof material (enter one):
Asphalt Roof
20. Special features (enter all that apply):
n/a



21. General Architectural Description

Used historically as coal miners' residences, the two small dwellings at 801 and 809 Lee Avenue are located northwest of Lee Avenue's intersection with Spruce Street. This location is east of the Burlington Northern Railroad tracks, and east of downtown Louisville. The cabin at 801 Lee Avenue measures 11' N-S by 18' E-W, and is of wood frame construction. The building has a concrete and wood timbers on grade foundation, and unpainted vertical half-log exterior walls. The roof is front gabled, with grey asphalt shingles and exposed rafter ends with fascia. There are no chimneys. There are a total of four plywood-filled windows - two each on the north and south elevations. A wood-paneled door, with one upper sash light (now filled with plywood), opens onto a concrete sidewalk on the east elevation.

23. Landscape or setting special features:

The two small cabins at 801 and 809 Lee Avenue are located northwest of Lee Avenue's intersection with Spruce Street. This location is east of the Burlington Northern Railroad tracks and east of downtown Louisville.

24. Associated buildings, features, or objects

Cabin at 809 Lee Avenue (5BL8212); long angled, wood frame secondary building to west (unsurveyed).

IV. ARCHITECTURAL HISTORY**25. Date of Construction:**

Estimate ca. 1940

Actual

Source of information:

Frankie Paxton

26. Architect:

n/a

Source of information:

n/a

27. Builder/ Contractor:

unknown

Source of information:

n/a

28. Original owner:

Mrs. Marjorie Downing

Source of information:

Frankie Paxton

30. Original location: yes

Moved no

Date of move(s) n/a

29. Construction History (include description and dates of major additions, alterations, or demolitions:

Oral sources in Louisville indicate that the two miners' cabins at 801 and 809 Lee Avenue were built in about 1940. These are the two smallest of four cabins which were built together at this location, and used as housing for coal miners in the 1940s and 1950s. The cabins had few amenities, with a common privy located in a long angled building (which still stands) to the west of the cabins. These two cabins have had no additions, and no notable alterations, subsequent to their original construction. The cabins are in at best fair condition, however, and are being allowed to deteriorate by their owner.

Resource Number: SBL8211

Temporary Resource Number: N/A

Architectural Inventory Form

(Page 3 of 5)

V. HISTORICAL ASSOCIATIONS

31. Original use(s): **Single Dwelling**
32. Intermediate use(s): **Single Dwelling**
33. Current use(s): **Vacant / Not in Use**
34. Site type(s): **Miner's Cabin**

35. Historical Background

Information regarding the two cabins at 801 and 809 was obtained primarily from Mrs. Frankie Paxton who has lived across Lee Avenue from the cabins for many years. Information from Mrs. Paxton was corroborated by Boulder County and Longmont City directories research. These were two of four cabins, or small houses, built between Lee Avenue and the railroad tracks in about 1940. The cabins were aligned in a row so that they fronted onto Lee Avenue. This cabin at 801 Lee Avenue was the smallest of the four, with each cabin to the north slightly larger than the one before it. For many years, the cabins were owned by Mrs. Marjorie Downer, who lived at 825 Lee Avenue during much of the period between circa 1940 and 1970. Mrs. Paxton related that the two cabins had many tenants over the years. Her brother Ralph, and his wife, lived in one of the cabins for a short time after they were married in 1959. Following Mrs. Downer's death, the cabins passed into the hands of her brother, and were later acquired by a nephew. The two cabins at 801 and 809 Lee Avenue have both been vacant for many years.

36. Sources of Information

Polk's Boulder County Directory [generally published annually], Denver, Kansas City, and Salt Lake City: R.L. Polk and Company Publishers.

Paxton, Frankie. Telephone interview with Carl McWilliams, May 30, 2000.

Resource Number: 5BL8211

Temporary Resource Number: N/A

Architectural Inventory Form

(Page 4 of 5)

VI. SIGNIFICANCE

37. Local landmark designation:

Yes

No ☒

Date of Designation: n/a

38. Applicable National Register Criteria

☒ A. Associated with events that have made a significant contribution to the broad patterns of our history;

B. Associated with the lives of persons significant in our past;

☒ C. Embodies the distinctive characteristics of a type, period, or method of construction, or represents the work of a master, or the possess high artistic values, or represents a significant and distinguishable entity whose components may lack individual distinction

D. Has yielded, or may be likely to yield information important in history or prehistory;

Qualifies under Criteria Considerations A through G (see Manual).

Does not meet any of the above National Register criteria.

39. Area(s) of Significance:

Architecture; Industry; Ethnic Heritage / European

40. Period of Significance: ca. 1940 - 1950

41. Level of Significance:

National:

State:

Local: ☒

42. Statement of Significance

The two cabins at 801 and 809 Lee Avenue are historically significant for their association with regional coal mining activities, during the period circa 1940 - 1950, near the end of Louisville's coal mining era. The cabins thus, may be considered eligible for inclusion in the National Register of Historic Places under Criterion A. The cabins are also architecturally significant, under National Register Criterion C, as notable examples of small front gabled cabins utilized as housing for coal miners.

43. Assessment of historic physical integrity related to significance:

Although they are in just poor to fair condition, the two cabins at 801 and 809 Lee Avenue display an overall high degree of integrity. There have been no additions, and no noticeable additions, subsequent to the cabins' original construction.

VII. NATIONAL REGISTER ELIGIBILITY ASSESSMENT

44. National Register eligibility field assessment:

Eligible: xx

Not Eligible:

Need Data:

45. Is there National Register district potential?

Yes:

No: xx

Discuss: **Houses and other buildings in this area east of downtown Louisville do not collectively display sufficient historical integrity to qualify as a National Register Historic District.**

If there is National Register district potential, is this building:

Contributing: n/a

Noncontributing: n/a

46. If the building is in an existing National Register district, is it:

Contributing: n/a

Noncontributing: n/a

VIII. RECORDING INFORMATION

47. Photograph numbers:

Roll: **CM-6**

Frame(s): **16-17**

Negatives filed at: **City of Louisville, Administration
749 Main Street
Louisville, Colorado 80027**

48. Report title: **"Old Town" Louisville Historical Building Survey**

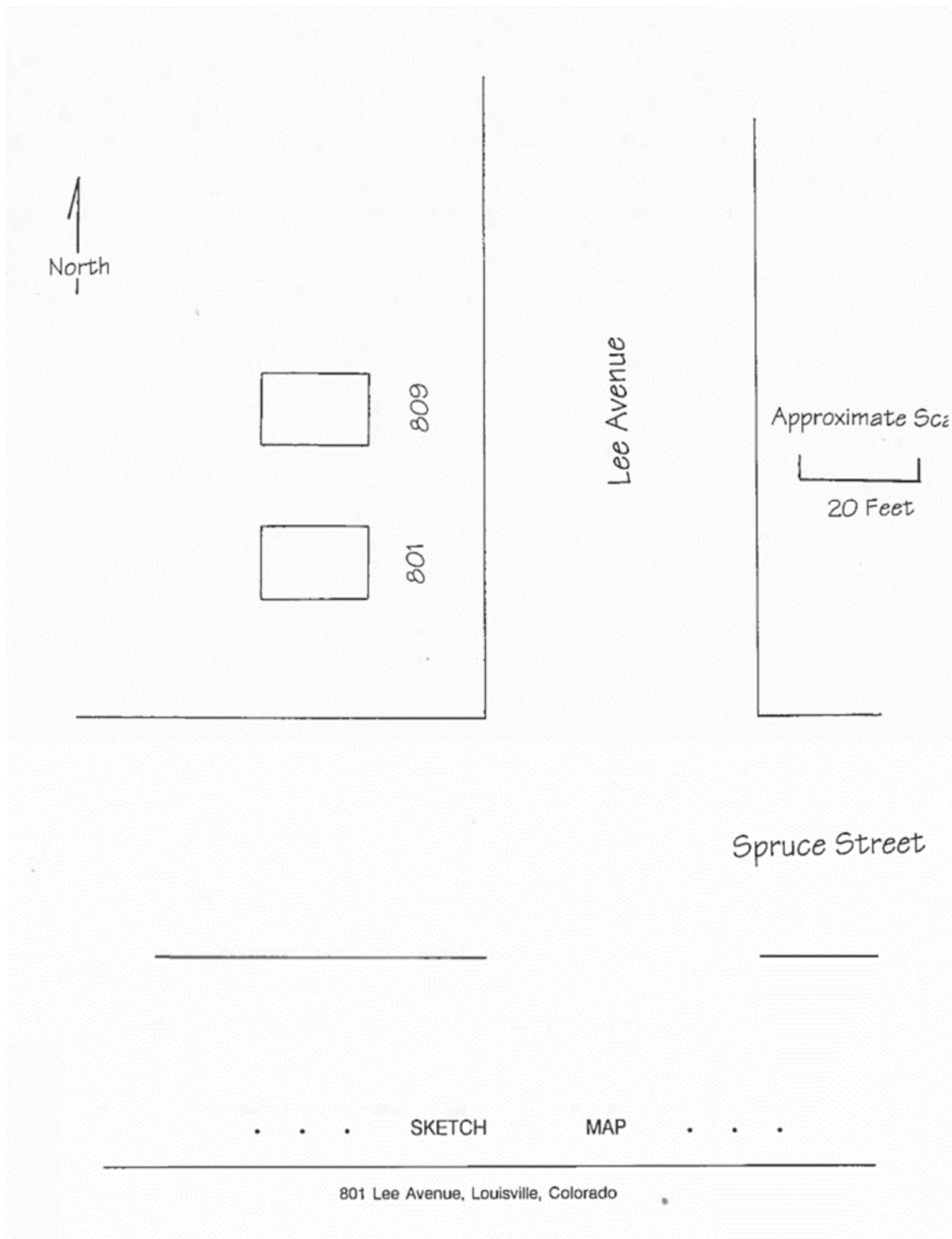
49. Date: **January 13, 2000**

50. Recorder(s): **Carl McWilliams**

51. Organization: **Cultural Resource Historians**

52. Address: **1607 Dogwood Court
Fort Collins, Colorado 80525**

53. Phone number: **970/493-5270**



COLORADO CULTURAL RESOURCE SURVEY

Architectural Inventory Form

(Page 1 of 5)

I. IDENTIFICATION

1. Resource number: **5BL8212**
2. Temporary number: **N/A**
3. County: **Boulder**
4. City: **Louisville**
5. Historic building name: **Mrs. Downer's Cabin**
6. Current building name: **Miner's Cabin**
7. Building address: **809 Lee Avenue**
8. Owner name: **Sidecon LP**
Owner address: **4770 Baseline Road #200**
Boulder, CO 80303

II. GEOGRAPHIC INFORMATION

9. P.M. **6th** Township **1S** Range **69W**
SW¼ of NE¼ of NE¼ of SE¼ of section 8
10. UTM reference
Zone **13**
Easting: **488990**
Northing: **4425130**
11. USGS quad name: **Louisville, Colorado**
Year: **1965 (Revised 1994) 7.5'**
12. Lot(s): **n/a** Block: **Outlet 2**
Addition: **Louisville East** Year of Addition **1906**
13. Boundary Description and Justification: **This legally defined parcel encompasses but does not exceed the land historically associated with this property.**

22. Architectural style /
building type:

Other Style
(Wood Frame Front
Gable Cabin)

Official Eligibility Determination

(OAHF use only)

- Date _____ Initials _____
- ☐ Determined Eligible - National Register
- ☐ Determined Not Eligible - National Register
- ☐ Determined Eligible - State Register
- ☐ Determined Not Eligible - State Register
- ☐ Needs Data
- ☐ Contributes to eligible National Register District
- ☐ Noncontributing to eligible National Register District

III. ARCHITECTURAL DESCRIPTION

14. Building plan (footprint, shape):
Rectangular Plan
15. Dimensions in feet: **216 square feet**
16. Number of stories: **one**
17. Primary external wall material
Wood / Log
18. Roof configuration (enter one):
Gabled Roof / Front Gabled Roof
19. Primary external roof material (enter one):
Asphalt Roof
20. Special features (enter all that apply):
n/a



Architectural Inventory Form

(Page 2 of 5)

21. General Architectural Description

Used historically as coal miners' residences, the two small dwellings at 801 and 809 Lee Avenue are located northwest of Lee Avenue's intersection with Spruce Street. This location is east of the Burlington Northern Railroad tracks, and east of downtown Louisville. The cabin at 809 Lee Avenue measures 12' N-S by 18' E-W, and is of wood frame construction. The building has a wood timbers on grade foundation, and unpainted vertical half-log exterior walls. The roof is front gabled, with wood shingles and exposed rafter ends. Decorative purlins, with kneebraces, appear in the upper gable end on the east elevation (facade). There are no chimneys. There are a total of four 3/1 (ribbon style) double-hung sash windows - two each on the north and south elevations. A wood-paneled door, with one upper sash light (pane missing), and with a carved lower panel, opens onto a concrete stoop and sidewalk on the east elevation.

29. Construction History (include description and dates of major additions, alterations, or demolitions:

Oral sources in Louisville indicate that the two miners' cabins at 801 and 809 Lee Avenue were built in about 1940. These are the two smallest of four cabins which were built together at this location, and used as housing for coal miners in the 1940s and 1950s. The cabins had few amenities, with a common privy located in a long angled building (which still stands) to the west of the cabins. These two cabins have had no additions, and no notable alterations, subsequent to their original construction. The cabins are in at best fair condition, however, and are being allowed to deteriorate by their owner.

23. Landscape or setting special features:

The two small cabins at 801 and 809 Lee Avenue are located northwest of Lee Avenue's intersection with Spruce Street. This location is east of the Burlington Northern Railroad tracks and east of downtown Louisville.

24. Associated buildings, features, or objects
Cabin at 801 Lee Avenue (5BL8211); long angled, wood frame secondary building to west (unsurveyed).

IV. ARCHITECTURAL HISTORY

25. Date of Construction:
 Estimate ca. 1940
 Actual

Source of information:
Frankie Paxton

26. Architect:
 n/a

Source of Information:
 n/a

27. Builder/ Contractor:
 unknown

Source of information:
 n/a

28. Original owner:
Mrs. Marjorie Downing

Source of information:
Frankie Paxton

30. Original location: **yes**
 Moved **no**
 Date of move(s) **n/a**

V. HISTORICAL ASSOCIATIONS

31. Original use(s): **Single Dwelling**
32. Intermediate use(s): **Single Dwelling**
33. Current use(s): **Vacant / Not in Use**
34. Site type(s): **Miner's Cabin**

35. Historical Background

Information regarding the two cabins at 801 and 809 was obtained primarily from Mrs. Frankie Paxton who has lived across Lee Avenue from the cabins for many years. Information from Mrs. Paxton was corroborated by Boulder County and Longmont City directories research. These were two of four cabins, or small houses, built between Lee Avenue and the railroad tracks in about 1940. The cabins were aligned in a row so that they fronted onto Lee Avenue. The cabin at 801 Lee Avenue was the smallest of the four, with each cabin to the north slightly larger than the one before it. For many years, the cabins were owned by Mrs. Marjorie Downer, who lived at 825 Lee Avenue during much of the period between circa 1940 and 1970. Mrs. Paxton related that the two cabins had many tenants over the years. Her brother Ralph, and his wife, lived in one of the cabins for a short time after they were married in 1959. Following Mrs. Downer's death, the cabins passed into the hands of her brother, and were later acquired by a nephew. The two cabins at 801 and 809 Lee Avenue have both been vacant for many years.

36. Sources of Information

Polk's Boulder County Directory [generally published annually], Denver, Kansas City, and Salt Lake City: R.L. Polk and Company Publishers.

Paxton, Frankie. Telephone interview with Carl McWilliams, May 30, 2000.

VI. SIGNIFICANCE

37. Local landmark designation:

Yes

No **xx**

Date of Designation: n/a

38. Applicable National Register Criteria

xx A. Associated with events that have made a significant contribution to the broad patterns of our history;

B. Associated with the lives of persons significant in our past;

xx C. Embodies the distinctive characteristics of a type, period, or method of construction, or represents the work of a master, or that possess high artistic values, or represents a significant and distinguishable entity whose components may lack individual distinction

D. Has yielded, or may be likely to yield information important in history or prehistory;

Qualifies under Criteria Considerations A through G (see Manual).

Does not meet any of the above National Register criteria.

39. Area(s) of Significance:

Architecture; Industry; Ethnic Heritage / European

40. Period of Significance: **ca. 1940 - 1950**

41. Level of Significance:

National:

State:

Local: **xx**

42. Statement of Significance

The two cabins at 801 and 809 Lee Avenue are historically significant for their association with regional coal mining activities, during the period circa 1940 - 1950, near the end of Louisville's coal mining era. The cabins thus, may be considered eligible for inclusion in the National Register of Historic Places under Criterion A. The cabins are also architecturally significant, under National Register Criterion C, as notable examples of small iron gabled cabins utilized as housing for coal miners.

43. Assessment of historic physical integrity related to significance:

Although they are in just poor to fair condition, the two cabins at 801 and 809 Lee Avenue display an overall high degree of integrity. There have been no additions, and no noticeable additions, subsequent to the cabins' original construction.

Resource Number: 5BL8212

Temporary Resource Number: N/A

Architectural Inventory Form

(Page 5 of 5)

VII. NATIONAL REGISTER ELIGIBILITY ASSESSMENT

44. National Register eligibility field assessment:

Eligible: xx

Not Eligible:

Need Data:

45. Is there National Register district potential?

Yes:

No: xx

Discuss: **Houses and other buildings in this area east of downtown Louisville do not collectively display sufficient historical integrity to qualify as a National Register Historic District.**

If there is National Register district potential, is this building:

Contributing: n/a

Noncontributing: n/a

46. If the building is in an existing National Register district, is it:

Contributing: n/a

Noncontributing: n/a

VIII. RECORDING INFORMATION

47. Photograph numbers:

Roll: **CM-6**

Frame(s): **18-19**

Negatives filed at: **City of Louisville, Administration
749 Main Street
Louisville, Colorado 80027**

48. Report title: **"Old Town" Louisville Historical Building Survey**

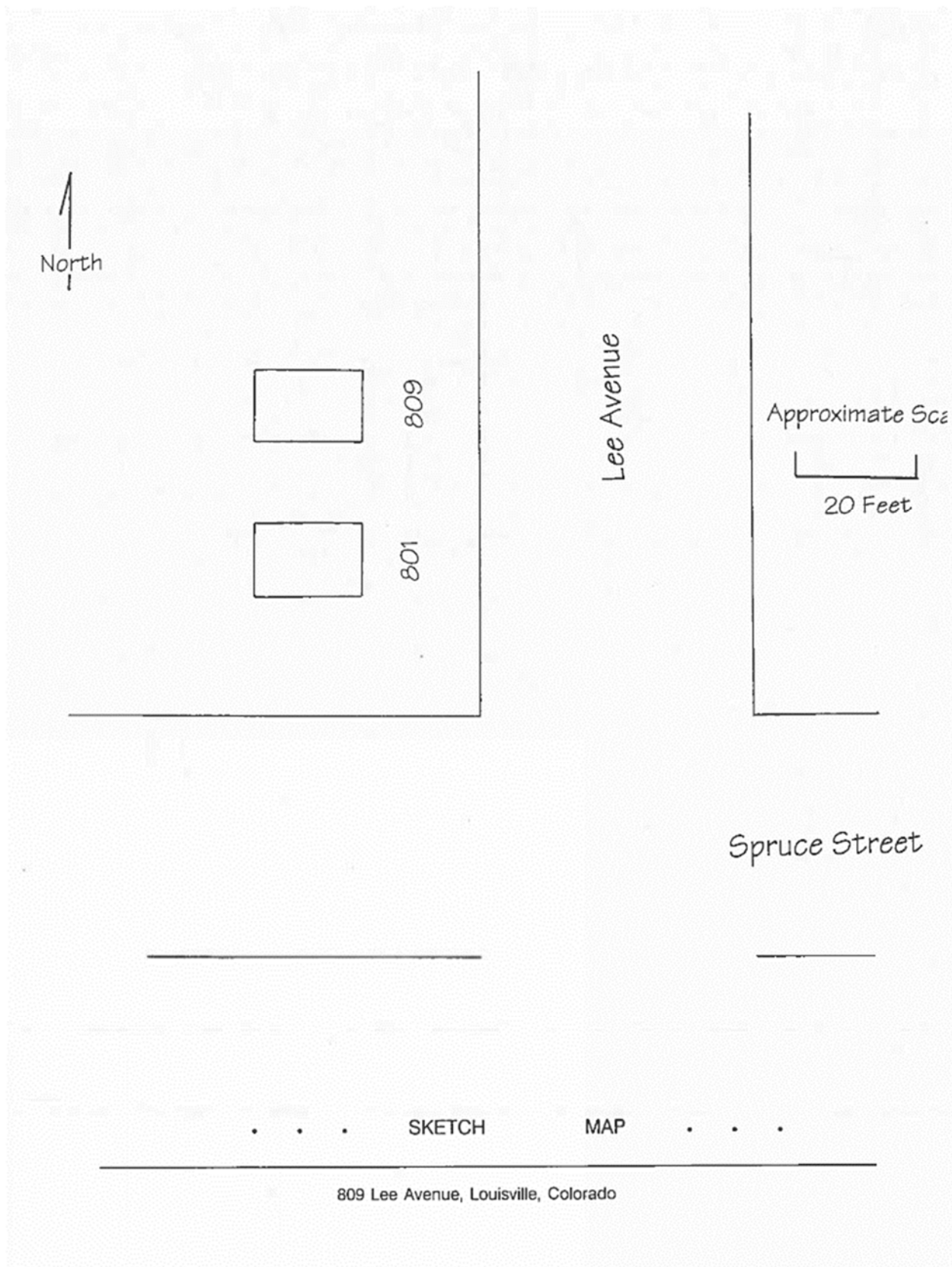
49. Date: **January 13, 2000**

50. Recorder(s): **Carl McWilliams**

51. Organization: **Cultural Resource Historians**

52. Address: **1607 Dogwood Court
Fort Collins, Colorado 80525**

53. Phone number: **970/493-5270**



This report has been produced in accordance with our signed contract and is subject to the terms and conditions agreed upon therein. All printed comments and the opinions expressed herein are those of the F&D International LLC.



. . . LOCATION MAP . . .

809 Lee Avenue, Louisville, Colorado

agreed upon therein. All printed comments and the opinions expressed herein are those of the F&D International LLC.

Page xxiii

BUILDING DESCRIPTION AND VALUE CALCULATION										CARD 2 OF 4 CARDS																																																																											
CLASSIFICATION No. 12A MAIN BUILDING DESCRIPTION TYPE AND USE 1-FAMILY DWELLING ☒ 2-FAMILY DWELLING ☐ ROW HOUSE ☐ APARTMENT BUILDING ☐ UNITS AND ROOMS KIND OF UNITS: <u>1</u> NUMBER OF UNITS: <u>1</u> FOUNDATION POSTS OR PIERS ☐ WALLS: <u>Cement</u> EXTERIOR WALLS WOOD FRAME ☒ SHEATHING ☐ NO SHEATHING ☒ SOLID MASONRY ☐ INSULATION: ☐ % AREA SIDING: <u>WOODBOARD</u> BOARD AND BATTEN ☐ SHINGLE: <u>WOOD</u> ASPHALT ☐ ASBESTOS ☐ STUCCO ☐ BRICK VENEER: ☐ COM. ☐ FACE ☐ STONE VENEER: ☐ NATIVE ☐ CUT ☐ BRICK SOLID: ☐ COM. ☐ FACE ☐ CONCRETE BLOCK ☐ <u>none</u> ROOF TYPE: ☐ FLAT ☒ PITCHED ☐ LOW ☐ MEDIUM ☒ STEEP ☐ FRAMING: SIMPLE ☐ AVERAGE ☒ DIFFICULT ☐ DATE OF CONSTRUCTION DATE: <u>1909</u> AGE: <u>10</u> SOURCE: <u>new</u>					BLDG. No. ROOFING PREPARED ROLL ☒ BUILT-UP ASPHALT ☐ SHINGLE ☐ ASPHALT ☐ ASBESTOS ☐ SLATE ☐ METAL ☐ TILE ☐ CEMENT ☐ CLAY ☐ TIN ☐ COPPER ☐ INSULATED ☐ BASEMENT AREA: ☐ 100% ☐ 75% ☐ 50% ☐ 25% ☐ NONE ☐ NO FLOOR ☐ PLASTERED ☐ CEILING ☐ PLASTERED ☐ WALLS ☐ WALLS: KIND <u>Cement block</u> FINISHED ROOMS: ☐ NO. ☐ % AREA FLOORS SUBFLOOR 1ST ☐ 2D UP ☐ NO SUBFLOOR 1ST ☐ 2D UP ☐ CONSTRUCTION: <u>WOOD JOISTS</u> CONCRETE ON GRADE ☐ FINISH FLOORING: <u>hardwood</u> TILE: 80 FT. ☐ SQ. FT. ☐ INTERIOR FINISH WALLBOARD OR EQUAL ☐ PLASTERED ☐ WOOD PANELING: ☐ KIND: ☐ SQ. FT. ☐ TILE WALLS: SQ. FT. ☐ TRIM: HARDWD. ☐ RMS. ☐ SOFTWOOD ☐ RMS. ☐ LIGHTING ELEC. ☒ GAS ☐ NONE ☐ ATTIC FINISHED STAIRS ☐ PERCENT OF GROUND AREA ☐ FINISHED ☐ % UNFIN. ☐ PORCHES NUMBER: OPEN ☐ CLOSED ☐ UNFINISHED ☐ FINISHED ☐ TERRACES KIND: ☐ HEATING STOVE ☐ <u>Stove at fireplace</u> WARM AIR: PIPELESS ☐ PIPED ☒ FORCED CIRCULATION ☐ HOT WATER OR VAPOR ☐ STEAM ☐ GAS STEAM RADIATORS ☐ GAS FLOOR FURNACES NO. ☐ AIR CONDITIONING ☐ AUTOMATIC BURNER OR STOKER ☐ OIL ☐ GAS ☒ COAL ☐ PLUMBING NONE ☐ WATER ONLY ☐ BATHROOMS: <u>1</u> TILED ☐ NUMBER OF FIXTURES: WASHSTANDS: <u>1</u> TUBS: <u>1</u> WATERCLOSETS: <u>1</u> SHWRS: ☐ SHOWER STALLS ☐ AUTOMATIC WATER HEATER ☐ KITCHEN ☐ LAUNDRY ☐ SINK ☐ TUBS ☐ OTHER ITEMS NATURAL FIREPLACES ☐ GAS FIREPLACES ☐ OUTSIDE CHIMNEYS ☐ STATE OF REPAIRS EXCELLENT ☐ GOOD ☐ FAIR ☒ POOR ☐					GROUND PLAN SKETCH (INDICATE NUMBER STORIES) <u>1</u> 		AREA-MAIN BUILDING 26 x 38 AREA: <u>954</u> X X X X X X TOTAL: <u>954</u> REPRODUCTION COST AND FINAL VALUE MAIN BUILDING <table border="1"> <thead> <tr> <th>ITEM NO.</th> <th>AREA OR QUANTITY</th> <th>UNIT COST</th> <th>TOTAL</th> </tr> </thead> <tbody> <tr> <td>BASE</td> <td></td> <td></td> <td></td> </tr> <tr> <td>1-2a</td> <td>954</td> <td>279</td> <td>2661</td> </tr> <tr> <td colspan="4">ADDITIONS (PLUS)</td> </tr> <tr> <td>4-c</td> <td>72</td> <td>50</td> <td>36</td> </tr> <tr> <td>9</td> <td>954</td> <td>23</td> <td>219</td> </tr> <tr> <td colspan="4">DEDUCTIONS (MINUS)</td> </tr> <tr> <td>3-a</td> <td>954</td> <td>170</td> <td>162</td> </tr> <tr> <td>12-F</td> <td>260</td> <td>135</td> <td>351</td> </tr> <tr> <td colspan="4">BASE REPRODUCTION COST <u>2368</u></td> </tr> <tr> <td colspan="4">FINAL NET CONDITION <u>70</u></td> </tr> <tr> <td colspan="4">FINAL VALUE-MAIN BUILDING <u>1616</u></td> </tr> <tr> <td colspan="4">SUMMARY OF BUILDING VALUE</td> </tr> <tr> <td colspan="4">MAIN BUILDING \$ <u>1600</u></td> </tr> <tr> <td colspan="4">GARAGE</td> </tr> <tr> <td colspan="4">MINOR BUILDINGS</td> </tr> <tr> <td colspan="4">OTHER IMPROVEMENTS</td> </tr> <tr> <td colspan="4">TOTAL BUILDINGS AND IMPROVEMENTS \$ <u>1600</u></td> </tr> </tbody> </table>		ITEM NO.	AREA OR QUANTITY	UNIT COST	TOTAL	BASE				1-2a	954	279	2661	ADDITIONS (PLUS)				4-c	72	50	36	9	954	23	219	DEDUCTIONS (MINUS)				3-a	954	170	162	12-F	260	135	351	BASE REPRODUCTION COST <u>2368</u>				FINAL NET CONDITION <u>70</u>				FINAL VALUE-MAIN BUILDING <u>1616</u>				SUMMARY OF BUILDING VALUE				MAIN BUILDING \$ <u>1600</u>				GARAGE				MINOR BUILDINGS				OTHER IMPROVEMENTS				TOTAL BUILDINGS AND IMPROVEMENTS \$ <u>1600</u>			
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SPECIAL BUILDING NOTES: <u>attached to house</u> <u>not finished</u> <u>1909</u>																																																																																					

REAL ESTATE APPRAISAL CARD--URBAN MASTER INDEX									
LEGAL DESCRIPTION <i>Outlot 2 W of Blk 2 East</i>		SUB-DIVISION OR ADDITION		SECTION		TWP.			
LOTS <i>Block S of Blk. 2</i>									
HOUSE NO. <i>825</i>		STREET <i>Lee</i>		CITY <i>Lomaxville, Calo.</i>					
OWNER'S NAME AND ADDRESS: <i>Majarie E. Dawner</i>									
CHANGES IN OWNERSHIP:									
NAME		ADDRESS		DATE		VOLUME		PAGE	
TAXING DISTRICTS:									
CITY		SCHOOL		FIRE		SANITARY		OTHER	
LOT OR ACREAGE DESCRIPTION									
ZONING		STREET OR ROAD		IMPROVEMENTS		TOPOGRAPHY		SIZE OR ACRES	
☐ RESIDENTIAL		☐ PAVED		☐ SIDEWALK		☐ LEVEL			
☐ APARTMENT		☐ HARD SURFACE		☐ CURB		☐ HIGH			
☐ COMMERCIAL		☐ OILED		☐ DRIVEWAY		☐ STEEP			
☐ LIGHT INDUSTRIAL		☐ GRAVEL OR STONE		☐ CITY WATER		☐ SOIL			
☐ HEAVY INDUSTRIAL		☐ UNIMPROVED CONDITION		☐ WELL ☐ SPRING		☐ LOW			
		☐		☐ SEWER		☐ SLOPING			
		☐		☐ ELECTRICITY		☐ HILLY			
☐ REGULAR LOT		☐ GOOD		☐ GAS		☐ ROCK			
☒ SIZE		☐ AVERAGE		☐ PAVED ALLEY		☐			
☐ IRREGULAR LOT SIZE		☐ POOR							
☒		☒							
NET ADDITION _____									
NET DEDUCTIONS _____									
TOTAL LAND VALUE _____									
BASIS OF ADDITIONS OR DEDUCTIONS:									
<i>6 - T</i> <i>10x12 7x12</i>									
SUMMARY			ANNUAL ASSESSMENT					SUMMARY OF LAND AND BUILDING VALUES	
DESCRIPTION	DATE	AMOUNT	YEAR	% CHANGE	REASON	LAND	IMPROVEMENTS	TOTAL	FULL APPRAISE VALUE
BUILDING PERMIT		\$	19			\$	\$	\$	
ORIGINAL COST (IMPROVEMENTS)			19						
ADDITIONS AND BETTERMENTS			19						
OWNER'S ESTIMATE OF VALUE			19						
PRIVATE APPRAISAL			19						
INSURANCE			19						
MORTGAGE			19						
MONTHLY RENTAL			19						
ADVERTISED FOR SALE			19						
TRANSFERRED			19						
MEASURED BY <i>Land</i> DATE <i>1920</i>			CLASSIFIED BY			CHECKED BY			DATE

This report has been produced in accordance with our signed contract and is subject to the terms and conditions agreed upon therein. All printed comments and the opinions expressed herein are those of the F&D International LLC.

BUILDING DESCRIPTION AND VALUE CALCULATION										CARD # OF 4 CARDS																																																																																																																																																											
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A black and white photograph of a small, dark wooden building with a gabled roof, possibly a garage or shed, situated behind a fence. To the left is a smaller, lighter-colored building. Large trees are in the background.

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