

CITY OF RIVERSIDE COUNCIL MEETING AGENDA
RIVERSIDE COUNCIL CHAMBERS
60 N GREENE ST

Wednesday, March 29, 2023

6:00 PM – Council Work Session at Wastewater Treatment Plant
1195 Vine Ave

7:00 PM – Special City Council Meeting – City Hall

NOTICE TO THE PUBLIC: This is a meeting of the City Council to conduct the regular business of the city. Every item on the agenda is an item of discussion and action if needed.

1. Call meeting to order
2. Roll Call
3. Approval of Agenda
4. Paws & More - Amber Talbot
 - a. Discussion on animal protection and control code (2)
 - b. RES #2023-25 Approval of 28E agreement (9)
5. Request for downtown property assistance – Jodi Gehman (14)
6. Closed Session per Iowa Code Chapter 21.5.1.i Administrative Candidates
7. Direction of Council to proceed
8. Closing Comments
9. Motion to Adjourn

CHAPTER 55

ANIMAL PROTECTION AND CONTROL

55.01 Definitions	55.13 Quarantine
55.02 Animal Neglect or Cruelty	55.14 Disposal of Infected or Toxic Animal
55.03 Minimum Confinement Area	55.15 Confinement of Female Dogs or Cats in Heat
55.04 Abandonment of Cats and Dogs	55.16 Keeping of Dangerous Animals and Illegal Animals Prohibited
55.05 Livestock Neglect	55.17 Keeping of Vicious Animals
55.06 Livestock	55.18 Seizure, Impoundment and Disposition
55.07 Damage or Interference	55.19 Animal Waste
55.08 Annoyance or Disturbance	55.20 Pet Awards Prohibited
55.09 Owner's Duty	55.21 Liability for Damages
55.10 Animals At Large Prohibited	55.22 Trapping of Animals
55.11 Impounding and Disposition	55.23 Urban Chickens
55.12 Rabies Control	

55.01 DEFINITIONS.

The following terms are defined for use in this chapter:

1. "Adequate shelter" means that each of the following exists:

A. Shelter from Sunlight. When sunlight is likely to cause overheating or discomfort, sufficient shade shall be provided to allow all animals kept outdoors to protect themselves from the direct rays of the sun.

B. Shelter from Rain or Snow. All animals kept outdoors shall be provided with access to shelter to allow them to remain dry during rain or snow.

C. Shelter from Cold Weather. Shelter shall be provided for all animals kept outdoors when the atmospheric temperature falls below 50 degrees Fahrenheit. Sufficient clean bedding material or other means of protection from the weather shall be provided when the ambient temperature falls below that temperature to which the species is acclimated.

D. Drainage. A suitable method shall be provided to rapidly eliminate excess water from the living area of the animal.

2. "Advertise" means to present a commercial message in any medium including but not limited to print, radio, television, sign, display, label, tag or articulation.

3. "Allow" or "permit" means to allow to be done or occur; to tolerate; to agree to; or to provide opportunity for.

4. "Animal" means a nonhuman vertebrate.

(Code of Iowa . Sec. 717B.1)

5. "At large" means off the premises of the animal's owner and not under the control of a competent person, whether by use of a leash or electronic device; restrained within a motor vehicle; or housed in a veterinary hospital or kennel.

6. "Business" means any enterprise relating to any of the following:

A. The sale or offer for sale of goods or services.

B. A recruitment for employment or membership in an organization.

C. A solicitation to make an investment.

D. An amusement or entertainment activity.

7. "Cat" means any member of the feline species.

8. "Confinement area" means the outdoor portion of an owner's property occupied by and available to an animal.

9. "Dangerous animal" means:

A. Any animal which is not naturally tame or gentle, which is of a wild nature or disposition, and which is capable of killing, inflicting serious injury upon, or causing disease among human beings or domestic animals and having known tendencies to do so.

B. Any animal declared to be vicious by the Police Chief or designee.

C. Any animal defined by this chapter as an illegal animal.

D. "Dangerous dog" means:

(1) Any dog which without justification attacks a person or domestic animal causing physical injury or death; or

behaves in a manner that a reasonable person would believe poses an unjustified imminent threat of serious injury or death to one or more persons or domestic animals.

(2) Further, no dog may be declared a "dangerous dog":

- a. If the dog was protecting or defending a person within the immediate vicinity of the dog from an attack or assault;
- b. If at the time the person was committing a crime or offense upon the property of the owner, or custodian, of the dog;
- c. If the person was teasing, tormenting, abusing or assaulting the dog, or in the past had teased, tormented, abused or assaulted the dog;
- d. If the dog was attacked or menaced by the domestic animal, or the domestic animal was on the property of the owner, or custodian of the dog;
- e. If the dog was responding to pain or injury or protecting itself, its kennels, or its offspring;
- f. If the person or domestic animal was disturbing the dog's natural functions such as sleeping or eating.
- g. Neither growling nor barking, nor both, shall alone constitute grounds upon which to find a dog to be "dangerous."

10. "Destroy" as it relates to an animal's disposition means humane euthanasia by a licensed veterinarian or a certified veterinary technician.

11. "Dog" means any member of the canine species.

12. "Ear tipping" means the removal of the distal one-quarter of a cat's left ear, which is approximately three-eighths inch or one centimeter in an adult and proportionately smaller in a kitten. Ear tipping is an effective and universally accepted method to identify a spayed or neutered and vaccinated feral or free-roaming cat. This procedure is performed under sterile conditions and anesthetic concurrent to a spay or neuter surgery.

13. "Fair" means any of the following:

A. The annual fair and exposition held by the Iowa State Fair Board pursuant to Chapter 173 of the Code of Iowa or any fair event conducted by a fair under the provisions of Chapter 174 of the *Code of Iowa*.

B. An exhibition of agricultural or manufactured products.

C. An event for operation of amusement rides or devices or concession booths.

14. "Game" means a "game of chance" or "game of skill" as defined in Section 99B.1 of the *Code of Iowa*.

15. "Illegal animal" means:

A. Any animal which is not naturally tame or gentle, and which is of a wild nature or disposition; and which is capable of killing, inflicting serious injury upon or causing disease among human beings or domestic animals and having known tendencies as a species to do so.

B. Any animal declared to be illegal by the City Council;

C. Any non-domesticated member of the order of carnivore which as an adult exceeds the weight of 20 pounds.

D. Any of the following animals, which are deemed to be illegal animals, per se^{† 4}

(1) Badgers, wolverines, weasels, and skunk and mink.

(2) Raccoons.

(3) Chimpanzees.

(4) Bats.

(5) Scorpions.

(6) Snakes that are constrictors over six feet in length.

(7) Opossums:

(8) Piranhas.

(9) Wolves.

(10) Coyotes.

(11) Any crossbreed of such animals which have similar characteristics to the animals specified above.

16. "Livestock" means an animal belonging to the bovine, caprine, equine, ovine or porcine species, ostriches, rheas and emus; farm deer as defined in Section 170.1 of the Code of Iowa; or poultry.

(Code of Iowa, Sec. 717.1)

17. "Live trap" means a box style trap designed for catching an animal alive and uninjured.
18. "Owner" means any person owning, keeping, sheltering or harboring an animal (or allowing the keeping, sheltering or harboring of an animal on the premises of said person).
19. "Permanent identification" means an animal being implanted with an identifying microchip or being ear tipped.
20. "Pet" means a living dog, cat, or an animal normally maintained in a small tank or cage in or near a residence, including but not limited to a rabbit, gerbil, hamster, mouse, parrot, canary, mynah, finch, tropical fish, goldfish, snake, turtle, gecko, or iguana.
21. "Responsible party" means a person at least 18 years of age or any person under the age of 18 who is able to adequately supervise an animal within the City.
22. "Tethering" means the use of a rope, chain, strap, cord or similar device which is attached to an animal to restrict its movement to a specific radius.
23. "Vicious animal" means an animal that has attacked or bitten any person or animal:
- A. Without provocation; or
 - B. While running at large; or
 - C. When the propensity to attack or bite any person or animal exists and such propensity is known to the owner or peace officer based upon past or present conduct, or should have been reasonably known to the owner, including that said animal:
 - (1) Has bitten or attacked a person or animal on two (2) separate occasions within a twelve (12) month period; or
 - (2) Did bite or attack once causing bodily injury that resulted in medical or veterinary care; or
 - (3) Did bite or attack once causing injuries above the shoulders of a person; or
 - (4) Could not be controlled or restrained at the time of attack to prevent the occurrence.

Notes

⁴ † **EDITOR'S NOTE:** Certain other animals, listed in Chapter 717F.1, paragraph 5a, of the *Code of Iowa*, are specifically prohibited and regulated by the Iowa Department of Agriculture and Land Stewardship.

55.02 ANIMAL NEGLECT OR CRUELTY.

1. A person commits animal neglect when the person owns or has custody of an animal, confines the animal and fails to provide an animal with any of the following conditions for the animal's welfare:
- A. Access to food in an amount and quality reasonably sufficient to satisfy the animal's basic nutrition level to the extent the animal's health or life is endangered;
 - B. Access to a supply of potable water in an amount reasonably sufficient to satisfy the animal's basic hydration level to the extent that the animal's health or life is endangered. Access to snow and ice does not satisfy this requirement.
 - C. Sanitary conditions free from excessive animal waste or the overcrowding of animals to the extent the animal's health or life is endangered.
 - D. Ventilated shelter reasonably sufficient to provide adequate protection from the elements and weather conditions suitable for the age, species and physical condition of the animal so as to maintain the animal in good health to the extent the animal's health or life is endangered. The shelter must protect the animal from wind, rain, snow or sun and have adequate bedding to provide reasonable protection against cold and dampness. A shelter may include a residence, garage, barn, shed or doghouse.
 - E. Grooming to the extent it is reasonably necessary to prevent adverse health effects or suffering.
 - F. Veterinary care deemed necessary by a reasonably prudent person to relieve the animal's distress from any of the following:
 - (1) A condition caused by failing to provide for the animal's welfare described in this section.
 - (2) An injury or illness suffered by the animal causing the animal to suffer prolonged pain or suffering.
 - G. Any enclosure used as a means of confinement for an animal must meet the definition of "adequate shelter" as stated in this Code.

55.03 MINIMUM CONFINEMENT AREA.

- 1. It is unlawful for an owner to fail to provide a confinement area of at least 100 square feet per dog.
- 2. It is unlawful for an owner or responsible party to tether a dog outdoors except when all of the following conditions are

met: (This section shall not apply to the transportation of dogs.)

A. A responsible party is at the premises where the tethered dog is located.

B. The tether is connected to the dog by a buckle-type collar or body harness made of nylon or leather, not less than one inch in width.

C. The tether has the following properties: it is at least five times the length of the dog's body, as measured from the tip of the nose to the base of the tail; it terminates at both ends with a swivel; it does not weight more than one-half of the dog's weight; and it is free of tangles.

D. The dog is tethered in such a manner as to prevent injury, strangulation, or entanglement.

E. The dog has access to "adequate shelter" as defined by this code.

F. The dog is at least six months of age. Puppies shall not be tethered.

G. The dog is not sick or injured.

H. The pulley, running line, or trolley systems are at least 15 feet in length and are less than seven feet above the ground.

3. Violation of this section may result in impoundment of the animal and/or the issuance of a criminal or municipal infraction citation

4. This Section 55.03 Minimum Confinement Area does not apply to licensed veterinarians, kennels and boarding establishments.

55.04 ABANDONMENT OF CATS AND DOGS.

1. A person commits animal abandonment if the person owns or has custody of a cat or dog and relinquishes all rights in and duties to care for that cat or dog.

2. This Section 55.04 does not apply to any of the following:

A. The delivery of a cat or dog to another person who will accept ownership and custody of the cat or dog.

B. The delivery of a cat or dog to an animal shelter or pound as defined in Section 162.2 of the *Code of Iowa* that has been issued or renewed a valid authorization by the department under Chapter 162.

C. A person who relinquishes control of a cat at a location in which the person does not hold a legal or equitable interest, if previously the person had taken custody of the cat at the same location and provided for the cat's sterilization by a veterinarian.

(Code of Iowa, Sec. 717B.8)

55.05 LIVESTOCK NEGLECT.

It is unlawful for a person who impounds or confines livestock in any place to fail to provide the livestock with care consistent with customary animal husbandry practices or to deprive the livestock of necessary sustenance or to injure or destroy livestock by any means that causes pain or suffering in a manner inconsistent with customary animal husbandry practices.

(Code of Iowa, Sec. 717.2)

55.06 LIVESTOCK.

It is unlawful for a person to keep livestock within the City except by written consent of the Council or except in compliance with the City's zoning regulations.

55.07 DAMAGE OR INTERFERENCE.

1. It is unlawful for any owner to allow or permit an animal to attack persons or domestic animals, to destroy property, to cause personal injury or to place persons in danger of attack or injury.

2. It is unlawful for the owner of an animal to allow or permit such animal to pass upon the premises of another thereby causing damage to, or interference with, the premises.

55.08 ANNOYANCE OR DISTURBANCE.

It is unlawful for the owner of a dog to allow or permit such dog to cause serious annoyance or disturbance to any person by frequent and habitual howling, yelping, barking, or otherwise, or by running after or chasing persons, bicycles, automobiles, or other vehicles.

55.09 OWNER'S DUTY.

It is the duty of the owner of any dog, cat, or other animal that has bitten or attacked a person or any person having knowledge of such bite or attack to report this act to a local health or law enforcement official. It is the duty of physicians and veterinarians to report to the local board of health the existence of any animal known or suspected to be suffering from rabies.

(Code of Iowa, Sec. 351.38)

55.10 ANIMALS AT LARGE PROHIBITED.

It is unlawful for any owner or person assigned control over any animal lawfully allowed in the City to allow said animal to run at large as defined in Section 55.01(5) of this chapter. Any animal found to be at large shall be presumed to be so as the result of lack of sufficient supervision by the animal's owner. Proof that said animal was at large shall constitute in evidence a prima facie presumption in any proceeding charging an owner with a violation of this section. This section shall not apply to any feral cat that has been trapped, spayed or neutered and released as part of a program of the City, provided that the animal has been provided permanent identification.

55.11 IMPOUNDING AND DISPOSITION.

1. Any animal at large in violation of this chapter shall be seized and impounded.
2. The owner of such animal shall be notified that the animal has been impounded, if the owner's name and current address can reasonably be determined by accessing a tag or other device that is on or part of the animal. Such owner may repossess such animal upon payment to the Clerk of the sum of \$25.00 as an impounding fee for the first offense; \$50.00 as an impounding fee for the second offense for the same owner or home residence within the same calendar year; and \$100.00 as an impounding fee for the third and each successive offense thereafter for the same owner or home residence within the same calendar year.
3. Impounded animals may be recovered by the owner upon proper identification and by compliance with the provisions of this chapter.
4. When an animal has been apprehended and impounded, written notice shall be given in not less than two days to the owner, if known. Impounded animals may be recovered by the owner upon payment of impounding costs, and if an animal is not vaccinated for rabies, by having it immediately vaccinated for rabies. If the owner does not redeem the animal within seven days of the date of notice, or if the owner cannot be located within seven days, the animal may be humanely destroyed or otherwise disposed of in accordance with the law.
5. Any animal that has been impounded by the City for a third time within a 12-month period shall not be released unless the animal has been spayed or neutered and provided with permanent identification at the owner's expense.

55.12 RABIES CONTROL.

All dogs and cats six months or more of age shall be immunized against rabies and a current rabies vaccination tag, furnished by a licensed veterinarian, shall be attached to the animal's collar or harness. Dogs or cats not immunized or without a current rabies vaccination tag may be seized and impounded as provided in Section 55.18 of this chapter.

55.13 QUARANTINE.

The owner of any animal which is suspected of having rabies or which has bitten any person shall, upon demand by the Police Chief, produce and surrender up such animal to be held in quarantine for observation for that period necessary to detect the existence or nonexistence of rabies. An animal with proof of current rabies vaccination may be quarantined at the owner's home or another suitable location as determined by the Police Chief. Any illness in the dog or cat quarantined at home should be reported immediately to the Police Chief and the animal shall be seized and quarantined under the care of a licensed veterinarian.

Any animal without proof of current rabies vaccination shall be seized and must be quarantined under the care of a licensed veterinarian or as otherwise determined by the Police Chief for a minimum of 10 days. The cost of caring for a quarantined animal shall be paid by the owner prior to the animal being released.

55.14 DISPOSAL OF INFECTED OR TOXIC ANIMAL.

If, upon examination by a licensed veterinarian, any animal shall prove infected with rabies or otherwise toxic, such dog or cat shall be disposed of and it shall be the duty of said veterinarian to notify the City Health Officer or any positive rabies case found, without delay. The owner of the animal is responsible for all costs associated with the euthanizing, testing and disposal of infected animals.

Any stray or unwanted dog or cat that bites any person may be euthanized immediately and examined as required with the approval of a licensed veterinarian.

If it is not practical to confine a dog or cat for reasons of health and safety, the cat or dog may be euthanized and examined for rabies with the approval of a licensed veterinarian.

55.15 CONFINEMENT OF FEMALE DOGS OR CATS IN HEAT.

The owner of any female dog or cat in heat shall confine said female dog or cat in a building, or otherwise keep the same in such manner so that said female dog or cat cannot come into contact with another animal except for planned breeding.

55.16 KEEPING OF DANGEROUS ANIMALS AND ILLEGAL ANIMALS PROHIBITED.

No person shall keep, shelter, or harbor any dangerous or illegal animal as a pet, or act as a temporary custodian for such animal, or keep, shelter or harbor such animal for any purpose or in any capacity within the City.

55.17 KEEPING OF VICIOUS ANIMALS.

No person shall keep, shelter, or harbor for any reason within the City a vicious animal except in the following circumstances:

1. Animals under the control of a law enforcement or military agency.
2. The keeping of guard dogs; however, guard dogs must be kept within a structure or fixed enclosure at all times, and any guard dog found at large may be processed as a vicious animal pursuant to the provisions of this chapter. Any premises

guarded by a guard dog shall be prominently posted with a sign containing the wording "Guard Dog," "Vicious Dog" or words of similar import, and the owner of such premises shall inform the Mayor or peace officer that a guard dog is on duty at said premises.

55.18 SEIZURE, IMPOUNDMENT AND DISPOSITION.

1. In the event that a dangerous animal, dangerous dog, illegal animal, or vicious animal is found at large and unattended upon public property, park property, public right-of-way or the property of someone other than its owner, thereby creating a hazard to persons or property, such animal may, in the discretion of the Police Chief, be destroyed if it cannot be confined or captured. The City shall be under no duty to attempt the confinement or capture of a dangerous animal, illegal animal, or vicious animal found at large, nor shall it have a duty to notify the owner of such animal prior to its destruction.

2. Upon the report of any individual that a person is keeping, sheltering or harboring a dangerous animal, dangerous dog, illegal animal, or vicious animal on premises in the City, or that an animal has attacked or bitten any person or animal, the Police Chief shall cause the matter to be investigated and if after investigation, the facts indicate that the person named in the complaint is keeping, sheltering or harboring a dangerous animal, illegal animal, or vicious animal in the City, the Police Chief shall order the person named in the complaint to:

- A. Safely remove such animal from the City; or
- B. Arrange for the animal to be destroyed by a licensed veterinarian; or
- C. Provide evidence that the owner has sufficient liability insurance, the ability to provide reasonable care for the animal and keep it confined in a manner that will prevent future incidents; or
- D. Take precautionary measures, including, but not limited to, muzzling the animal, provide the animal with specialized training within a reasonable time and to require that the animal be restrained when off the premises, all as ordered by the Police Chief.

Such order shall be contained in a Notice of Finding, which notice shall be given in writing to the person keeping, sheltering, or harboring such animal, and shall be served personally or by certified mail. Such order and notice to remove the animal shall not be required where such animal has previously caused serious physical harm or death to any person, in which case the Police Chief shall cause the animal to be immediately seized and impounded or killed if seizure and impoundment are not possible without risk of serious physical harm or death to any person.

The order issued by the Police Chief shall give the person named in the order seven (7) days to comply with said order or file an appeal with the City Administrator within said seven (7) day time period.

3. Following the receipt of an appeal to a Notice of Finding made by the Police Chief, the City Administrator or their designee shall schedule a hearing within seven (7) days. The City shall provide the owner with at least five days advance notice of the hearing date and time.

Pending the hearing and final disposition of the appeal process, the animal shall be impounded in the municipal shelter or other authorized impoundment facility authorized by the Police Chief. At the hearing the City Administrator shall hear evidence from the Police Chief and the owner of the animal to determine the following:

- A. Whether or not the animal is dangerous, illegal or vicious as defined by City ordinance.
- B. Whether or not the owner has failed to reasonably restrain the animal; and
- C. Whether or not it is in the public interest to humanely destroy said animal, have it removed from the City or take other precautionary measures as indicated by the Police Chief's finding.

The hearing shall be conducted in accordance with rules promulgated therefor.

4. If the City Administrator determines that the animal is vicious, dangerous, or illegal, that the owner has failed to reasonably restrain said animal, or that it is in the best interest of the public to destroy the animal or have it removed from the City, then the animal shall be humanely destroyed or removed from the City within five (5) days of the delivery of the of the City Administrator's decision to the animal's owner.

The animal's owner shall have the right to appeal such decision. Written notice of appeal must be filed with the City Clerk within five days after receipt of the order contained in the notice. Failure to file such written notice of appeal shall constitute a waiver of the right to appeal the order of the City Administrator.

5. If the owner so desires, they may file a notice of appeal in writing to be delivered either personally or by certified mail to the City Clerk. The notice of appeal shall state the grounds for such appeal. The hearing of such appeal shall be scheduled within five days of the receipt of the notice of appeal. The hearing may be continued for good cause. After such hearing, the Council may affirm or reverse the order of the City Administrator. Such determination shall be contained in a written decision and shall be filed with the Clerk within three days after the hearing or any continued session thereof.

6. If the Council affirms the action of the City Administrator, the Council shall order in its written decision that the person owning, sheltering, harboring or keeping such dangerous, illegal, or vicious animal remove such animal from the City, destroy it or comply with the order of the Police Chief or City Administrator. The decision and order shall immediately be served upon the person against whom rendered in the same manner as the notice of removal. The animal's owner shall have five days from the date of the Council's written ruling in which to appeal the Council's decision to a court of competent jurisdiction.

7. If the order of the Police Chief, City Administrator or City Council is not complied with, the Police Chief is authorized to seize, impound or destroy such dangerous, illegal or vicious animal. Failure to comply with an order of the Police Chief, City Administrator or City Council, as the case may be, issued pursuant to this chapter constitutes a simple misdemeanor.

8. If the decision of a prior ruling is overturned upon appeal the owner shall be able to claim their animal following verification that the animal is in compliance with the rest of this chapter and once all fees, fines, and costs of impoundment have been paid.

55.19 ANIMAL WASTE.

It is unlawful for any person who owns, houses, leads, walks, or otherwise maintains control of any animal or pet which defecates anywhere within the City limits to fail to immediately remove the feces produced by said animal or pet to a garbage or waste receptacle after first placing said feces in a plastic or other impermeable bag and sealing said bag by tying it securely or using a "twist tie," tape, or similar device to prevent the odors from escaping from said bag into the atmosphere. All structures, yards, kennels, or pens wherein any dog, cat, pet or other animal is contained must be kept clean and free from odors caused by animal waste and/or feces.

55.20 PET AWARDS PROHIBITED.

(Code of Iowa, Ch. 717E)

1. Prohibition. It is unlawful for any person to award a pet or advertise that a pet may be awarded as any of the following:

- A. A prize for participating in a game.
- B. A prize for participating in a fair.
- C. An inducement or condition for visiting a place of business or attending an event sponsored by a business.
- D. An inducement or condition for executing a contract that includes provisions unrelated to the ownership, care or disposition of the pet.

2. Exceptions. This section does not apply to any of the following:

- A. A pet shop licensed pursuant to Section 162.5 of the *Code of Iowa* if the award of a pet is provided in connection with the sale of a pet on the premises of the pet shop.
- B. Youth programs associated with 4-H Clubs; Future Farmers of America; the Izaak Walton League of America; or organizations associated with outdoor recreation, hunting or fishing, including but not limited to the Iowa Sportsmen's Federation.

55.21 LIABILITY FOR DAMAGES.

The owner of an animal shall be liable to an injured party for all damages done by the animal, when the animal is caught in the action of worrying, maiming or killing a domestic animal, or the animal is attacking or attempting to bite a person, except when the party damaged is doing an unlawful act, directly contributing to the injury. This section does not apply to damage done by an animal affected with hydrophobia unless the owner of the animal had reasonable grounds to know that the animal was afflicted with hydrophobia and by reasonable effort might have prevented the injury.

55.22 TRAPPING OF ANIMALS.

Only box style live traps shall be allowed within the City limits.

55.23 URBAN CHICKENS.

No person shall raise, harbor, or keep chickens within the City without a valid permit obtained from the City. The permit application form is contained in the Appendix to this Code of Ordinances. Applicants shall fully complete the application and provide supporting documentation.

(Ch. 55 – Ord. 1119 – Apr. 21 Supp.)

RESOLUTION #2023-25

**RESOLUTION APPROVING THE 28E AGREEMENT WITH
WASHINGTON COUNTY HUMANE SOCIETY**

Whereas, the City of Riverside, recognizes the need for animal control services in our community,

Whereas, Paws & More runs a nonprofit animal shelter in Washington County,

Whereas, the City and Paws & More wish to enter into an agreement to provide services,

Whereas, the City of Riverside, Iowa accepts the attached copy of the 28E Agreement with Washington County Humane Society (d/b/a Paws & More Animal Shelter)

Therefore, be it resolved the City of Riverside City Council does hereby accept the 28E Agreement with Washington County Humane Society for animal control services.

It was moved by Councilperson _____ seconded by Councilperson _____ to adopt the foregoing resolution.

Roll Call: Sexton, Schneider, McGuire, Kiene, Mills

Ayes:

Nays:

Absents:

Passed by the City Council of Riverside, Iowa and approved this 29th day of March, 2023.

Signed: _____ Date: _____
Allen Schneider, Mayor

Attest: _____ Date: _____
Becky LaRoche, City Clerk

CITY OF RIVERSIDE ANIMAL SHELTER 28E AGREEMENT WITH
WASHINGTON COUNTY HUMANE SOCIETY

THIS AGREEMENT entered into by and between City of Riverside, Iowa, an Iowa municipal corporation, 60 Greene Street, Riverside, Iowa 52327, hereafter referred to as the "City"; and the Washington County Humane Society (d/b/a PAWS & More Animal Shelter), an Iowa nonprofit corporation, 1004 ½ W. Madison Street, Washington, Iowa 52353, hereafter referred to as "PAWS."

WHEREAS, PAWS runs a nonprofit animal shelter (the "Services") in Washington County whose goal is to promote the adoption of stray animals in Washington County and surrounding areas; and

WHEREAS, the City and PAWS wish to enter into a multi-year agreement setting the terms of these services using PAWS standard fees.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Obligations of PAWS. As a material term of this Agreement, PAWS will provide the following Services to the City, subject to the payment provisions in Section B of this Agreement:

1. **Stray Cats.** PAWS shall retrieve as needed and house all stray cats under the jurisdiction of the City that are brought to the animal shelter operated by PAWS, including all cats brought to the animal shelter by any employee or agent of the City.
2. **Stray Dogs.** City shall deliver said animals to PAWS at a mutually agreeable time, to be housed at the sole cost and expense of PAWS pending adopting out of the animal. If City transportation is not available the City will contact PAWS to determine a time for a PAWS representative to pick up the animal.
3. **Trap, Neuter and Release services.** PAWS, on an as-needed basis to be arranged with the City or as requested by the City, shall conduct a program in the City to capture cats and sterilize said animals before releasing these animals back into the City.
4. **State regulations.** PAWS agrees to operate the animal shelter and provide the Services to the City in strict compliance with all state laws and regulations regarding the operation of an animal shelter.
5. **Reporting.** PAWS agrees to provide a verbal report to the City on a quarterly basis, along with written reports during the year as merited.
6. **Invoices.** PAWS agrees to provide an annual invoice in July of each year for the contracted amount.
7. **Notification of Changes in Service Fees.** PAWS agrees to notify the City by January 15 of any fee changes that are to go in effect for the following fiscal year.

Obligations of the City. As material terms of this Agreement, the City will provide the following to PAWS:

1. **Fees for Service.** In consideration of the Services PAWS provides to the City under Section (A)(1) of this Agreement, the City shall pay fees to the shelter on the following schedule:

- a. Fiscal Year 2023/2024 Boarding / Transportation: \$ 4,000
 - b. Fiscal Year 2024/2025 Boarding / Transportation: \$ 4,000
 - c. Fiscal Year 2025/2026 Boarding / Transportation: \$ 4,000
2. Payment for stray animals. In exchange for taking the City's stray dogs and cats the city will pay to PAWS, the contracted sum listed in item "Fees for Service"
 3. Payment for Trap, Neuter and Release services. As payment for PAWS conducting the trap, neuter and release services described in Section (A)(3) above, the City will allocate to PAWS, the sum of \$70 per animal sterilized. This fee is the typical cost of this program per animal. This amount will not exceed \$2,000 in a fiscal year unless agreed upon in advance by the City and PAWS.
 4. Funding Balance: Communities that make a yearly commitment for service will receive a fiscal reporting by November 1st. At such time the community will be able to allocate funding overages to a) spade & neutering b) capital campaign c) next fiscal year shelter funding agreement.

Should funding fall short of the agreed upon City commitment PAWS will provide an estimated funding amount on or before November 1 to the Riverside City Council for review and potential action.

Administrative Provisions.

1. Term of Agreement. This Agreement will commence as of midnight on July 1st, 2023 and will continue until 11:59 p.m. on June 30, 2026. Unless terminated by either party via written notice to the other party by April 1, 2026.
2. Default. If either party has defaulted on its obligations of the Agreement, the other party shall give the defaulting party notice of said default and give the other party fifteen (15) days to remedy said default. In the event that the default is not cured within said fifteen (15) day period, the non-defaulting party may terminate this Agreement and seek to recover damages, including reasonable attorneys' fees and costs, caused by said breach.
3. Notices. For purposes of this Agreement, when notice is required to the other party, notice is deemed given when the party has sent written notice, via regular U.S. Mail, with appropriate postage attached and placed in a mailbox for delivery, to the following:

For the City:

City of Riverside
60 Green Street
Riverside, Iowa 52327

For PAWS:

Washington County Humane Society
1004 ½ W. Madison Street
Washington, Iowa 52353

4. Survival. All express representations, indemnifications or limitations of liability made in or given in this Agreement shall survive the completion of the services to be rendered by, PAWS and the City hereunder or the termination of this Agreement for any reason.
5. Controlling law. This Agreement is to be governed by the laws of the State of Iowa. The parties hereto agree that any action, suit or proceeding based upon any matter, claim or controversy arising under this Agreement shall be brought solely in the state courts located in Washington County, Iowa or the federal courts located in Linn County, Iowa. The parties hereto hereby irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum. Both parties hereto expressly acknowledge and agree that nothing contained in this Agreement shall be construed to require the parties to submit to mandatory arbitration or mediation in the event of a breach or dispute hereunder.
6. Headings. The headings of sections of this Agreement are for convenient reference only and shall not be deemed to limit, construe, affect, modify or alter the meaning of such sections.
7. Severability. If any section, subsection, term or provision of this Agreement or the application thereof to PAWS, the City or a particular circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement or the application of same to the PAWS, the City or particular circumstances other than that for which it was held invalid or unenforceable, shall not be affected thereby and each remaining section, subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
8. Modification. The terms of this Agreement may not be changed, waived, discharged or terminated orally, but only by a written document signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.
9. Waiver. No waiver by the City or PAWS of any default hereunder shall operate as a waiver of any other default or of the same default on any future occasion. No delay on the part of the City or PAWS in exercising any right or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any right or remedy by the City or PAWS shall preclude future exercise thereof or the exercise of any other right or remedy.
10. Authority. The persons signing this Agreement warrant and represent that they have the authority to sign as, or on behalf of, the party for whom they are signing.
11. Final Agreement. Both PAWS and the City hereby expressly acknowledge and agree that this Agreement is intended to set forth the entire agreement between the parties regarding the services to be rendered by the PAWS to the City in connection with the Services, that there are no other considerations or monies contingent upon or resulting from the execution of this Agreement, and that no other monies or considerations have been solicited. No waiver, change, modification or amendment of this Agreement shall be binding upon either party hereto unless in writing and signed by both PAWS and the City. The waiver by either party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision or of any other provision or condition in this Agreement.

ACCEPTED & AGREED this ____ day of _____, 2023:

**Washington County Humane Society
d/b/a PAWS & More Animal Shelter**

City of Riverside

By: _____
Acara Sorrells, Board Chair

Allen Schneider, Riverside Mayor

By: _____
Sara ODonnell, Finance Officer

Becky LaRoche, Riverside City Clerk



Trek
"Where the Best Begins"

City of Riverside
Downtown Business District Incentive Program
FY23

Program Objective

Provide financial assistance to commercial entities for the redevelopment or remediation of underutilized buildings. *Projects started, in process, or completed prior to application date will not be considered for funding.*

Project Intent

- make a positive, high-impact visual improvement to commercial buildings
- provide an overall enhanced image
- maintain the structural integrity of the downtown historic buildings
- increase property values
- demonstrate public/private sector investment
- provide a significant positive impact on the community

Definitions

- **Building:** A structure used or intended to be used for commercial purposes and properly zoned as a commercial property. This grant is not available for residential purposes.
- **Underutilized building:** A building that is vacant or mostly vacant, is blighted or severely deteriorated, contains potential safety hazards including structural instability, code noncompliance, hazardous materials or generally unsafe or hazardous conditions.

Available Assistance

The City of Riverside shall administer the fund in a manner to make grant moneys available each fiscal year when funding is available and established by City Budget and Resolution.

Maximum grant award per applicant per year shall not exceed \$10,000.00. Monies awarded will be on reimbursement basis, with 50% of expenses reimbursed to the maximum award allowed per year.

Eligibility Requirements

- Available to property or building owners only
- Must be in the business district
- Mixed-use buildings: Only the Commercial portion of the building is eligible
- Must meet the definition of building
- Must meet the definition of underutilized
- Work must be performed by a licensed contractor

Eligible Improvements

- Permanent commercial exterior improvements
- Compliance with ADA for commercial properties
- Installation, repair or replacement of exterior exit doors
- Repair and/or rebuilding of exterior walls, including sealing and tuck pointing
- Repair or replacement of frames, sills, glazing, glass and/or installation of new windows
- Installation, repair, or replacement of exterior lighting
- Repair, replacement or purchase of signs-preference of use of local business for sign construction
- Repair, replacement or addition of exterior shutters, awnings, and/or canopies
- Roof installation, repair, or replacement
- ***Preference given to applicants that maintain the historical and aesthetic integrity of the structure***

Ineligible Improvements

- Interior remodeling improvements
- Projects started, in process or completed prior to application for the grant
- Projects where other grant funding has been received
- Labor provided by the applicant

Grant Forms/Application Period

- Grant forms will be available at City Hall and on the City website.
- Early Grant forms submission deadline is April 1st.
- Grant award cycle will be July 1 through June 30 of each year.

- Completed applications need to be received by at City Hall each year by July 1st to be considered for the next grant cycle. Draft applications are strongly encouraged and can be submitted as early as April 1st. A completed application must include:
 - Application form with signatures of applicant and builder owner if different.
 - Construction drawings/plans for the project.
 - Photos of the project area.
 - Itemized budget that includes a complete list of projected expenses listing dollars applied for.
 - Bids/estimates from contractors.
 - Property owners estimated financial contribution. (Cannot use grant proceeds from other grants as financial contribution)
- Grants are awarded on a FY basis, with money available between July 1st through June 30th of each year. Projects must be completed with rebate request forms with the appropriate supporting documentation submitted by May 31st of the grant cycle.
- The Grant Review Committee will review and recommend applications for approval to the City Council for approval. Scoring may be based on:
 - Threats to the survival of the structure
 - Importance of the structure to the overall goals
 - Cost effectiveness of the proposed work
 - Time required to complete the project

The applicant is responsible for obtaining any necessary building permits prior to beginning the project and will be responsible for complying with all ordinances, building codes, and laws. Any changes to the original approved project must be submitted to City Hall for review of eligibility. Failure to do so may disqualify a successful grantee.

When the project is complete, the applicant will submit copies of all bills, with proof of payment, to the City Clerk, along with copies of building permit(s) received. The Building Inspector will determine whether the overall project met program guidelines. If all requirements have been met the City Clerk will present to council for approval, and if approved, the City Clerk will issue payments to the applicant within 30 days of approval. Partial payments will not be made prior to completion and review and approval of the finished project.

Grant Application Checklist:

- I have read the information provided with the Grant Application for the Business District Incentive Program.
- Formal drawings/plans for the project are included with the application.

- Photos of the project area are included with the application.
- An itemized budget with projected expenses is included with the application.
- Bids/estimates from contractors are included with the application.
- Property owners estimated financial contribution is included with the application.
- The application has been signed and dated by the applicant.
- Any special circumstances that may affect the safety of the building have been included with the application.



*Trek
"Where the Best Begins"*

CITY OF RIVERSIDE BUSINESS DISTRICT GRANT APPLICATION

Applicant Name: Rodney and Jodi Gehman Phone Number: 319-930-9942

Property Address: 71 W 1st Street Riverside, IA

Type of Business: Therapist

Please describe in detail the project you are requesting funding for. Attach all supporting documents including formal drawings/plans for the project, photos of the project area, itemized budget listing projected expense, grant dollars applied for, bid/estimates from contractors, and property owner's estimated financial contribution

We are seeking financial assistance from the city to help with the facade of our building which will include stopping the water leaks, repairing the deteriorating brick and resurfacing back with a cementitious filler followed by an acrylic stucco. New historic picture windows with wood panel built ins and transom windows above picture windows. New windows on the remainder of the building.

Briefly explain how these improvements to your building will enhance the business district and the reason for the improvements.

__The biggest reason for the improvement to the outside is to stop the decay of the building. Adding the historic store front windows back in will allow this building to shine like it did once upon a time. We're really excited to see this building bring some beauty back to the downtown district.

If the grant is awarded, will this grant complete the project or will additional work need to be done? Please explain.

_____The only additional finishing touches that I am looking into which will most likely come at a later date would be an awning made out of high density poly that would be durable and help give some protection from the elements. I will attach a picture of what I have in mind, but my thought would be to secure it to the building from the top and not have any down posts. Also, strictly for looks, but an architectural cornice put back on top also made from the high density poly would be pretty sweet looking but not needed immediately.

Total Project Cost: \$ _____45,000_____

Total Amount Requested from the City: \$ _____50/50 split_____

I understand the City of Riverside Business District Incentive Grant Program must be used in the manner described in the attached requirements and that funding is contingent on both the application being approved by the City Council and funding being available.

Applicant Signature: _____Jodi and Rodney Gehman_____ Date: _____12-12-2022_____

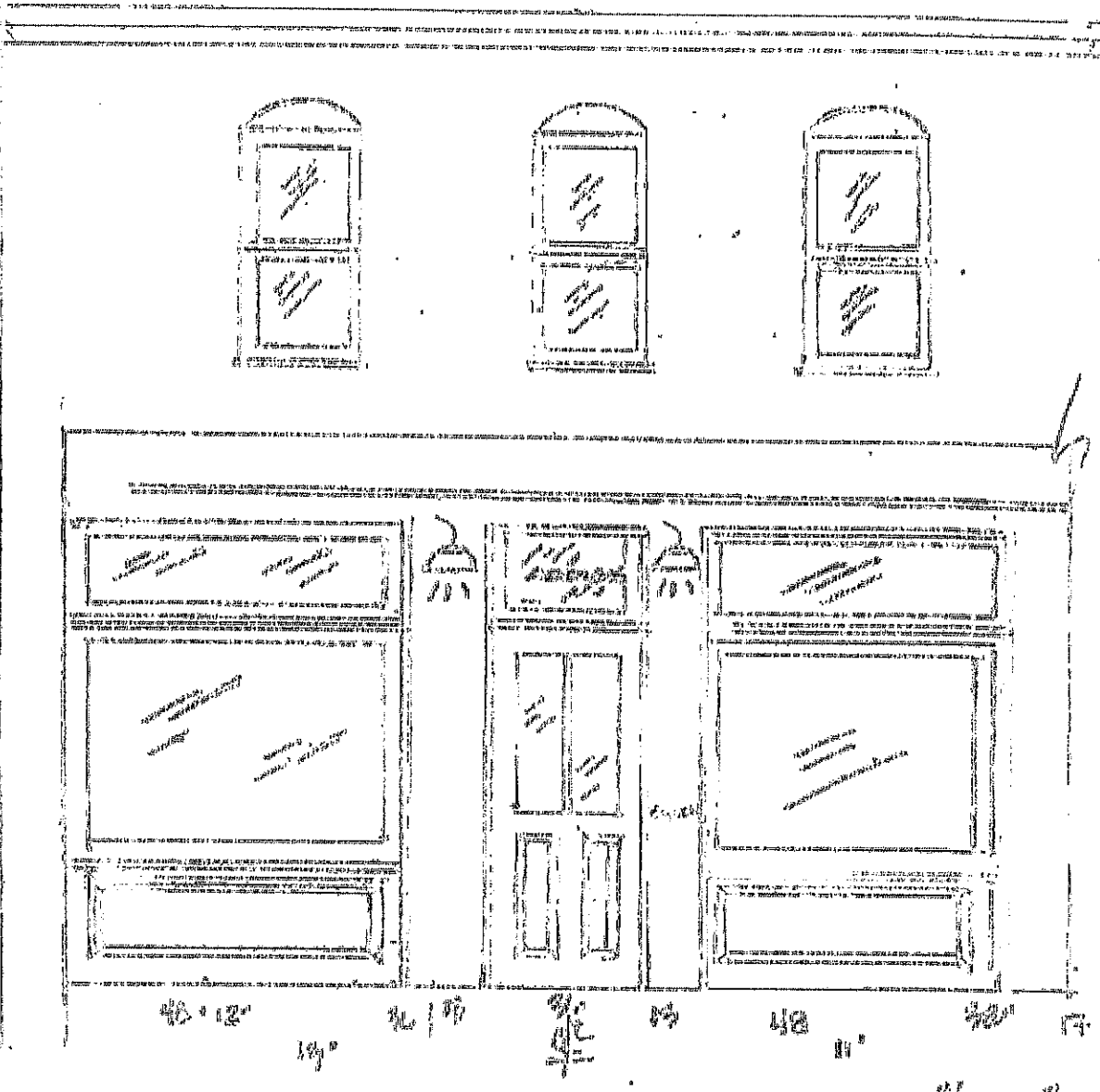
FOR CITY USE ONLY

Date Draft Application Received (if applicable): _____

Date Grant Application Received: _____

Date Reviewed by Grant Committee: _____

Responses from Grant Committee: _____



Exterior Budget

Upper Windows & Install - \$9018

Storefront Windows & Panels - \$24,600

Repair Brick & Stucco (Structural
Integrity)
- \$10,500

Estimated Total: ~\$45,000





LITE INC. (SHIP TO ACCT)

Quotation: 319-624-2253 930 S MARKET ST
 SOLON, IA 52333
 Quote Name: Gehman- 71 1st Riverside
 User Name: Danny Brandt
 AMY@LITEWINDOWS.CO
 Quote #: SQBTA032213_1
 Cutoff Order Day - Thursday 12 P.M. CST

Quoted For: LITE INC. (SHIP TO ACCT)
 930 S MARKET ST
 SOLON, IA 52333
 US
 Ship-To: LITE INC. (SHIP TO ACCT)

Prepared By: Danny Brandt
 danny@litewindows.com
 Created On: 12/3/2022
 Available To: 1/2/2023

Quota Information

Total Value: \$4,143.06 Status: Open

Header:

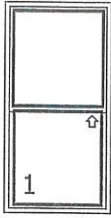
Terms:

Pricing:

All terms and conditions of this quote, including units, quantities, and accessories, are verified and accepted by the undersigned for purchase. Any changes made are rejected unless accepted and approved by Quaker.

Accepted By _____ Date _____ Po# _____

Line	Label	Quantity	UOM	Part Number	Unit	Extended
1	Upstairs BACK	2	EA	Quaker Unit		



** Viewed From Exterior **

Series: Manchester

Exact Size: 29 X 55 Rough Opening: 29 3/4 X 55 1/2

Color:Textured Black Exterior/Textured Black Interior,
 Glass:EnergyBasic (Dual Silver),Argon Filled,
 Hardware:Black,Sash:Sweep Lock,
 Screen:Half Screen,Material:BetterVue (TM),Ship:Screen With Product,
 Install Acc:Nailing Fin,Depth:2" Jamb Depth,

Unit:1-Single Hung Exact Size: 29 X 55,NOT Egress,

Clear Opening: 23 15/16 X 23 13/16

Clear Opening Sqft: 4

NFRC - U-Factor:0.3SHGC:0.33VT:0.56AL:≤0.3CR:59

Rating: R-35

Top Glass:Cardinal LowE 272 - DSB / Clear - DSB,Strength:Annealed Glass

Bottom Glass:Cardinal LowE 272 - DSB / Clear - DSB,Strength:Annealed Glass

Overall Rating: DP-35

2	Upstairs BACK	1	EA	Quaker Unit		
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** Viewed From Exterior **

Series: Manchester

Exact Size: 29 X 76 Rough Opening: 29 3/4 X 76 1/2

Color:Textured Black Exterior/Textured Black Interior,
 Glass:EnergyBasic (Dual Silver),Tempered,Argon Filled,
 Install Acc:Nailing Fin,Depth:2" Jamb Depth,

Unit:1-Picture Window Exact Size: 29 X 76,

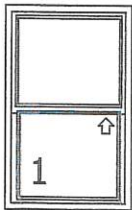
NFRC - U-Factor:0.27SHGC:0.34VT:0.59AL:≤0.3CR:60

Rating: R-50 *

Fixed Glass:Cardinal LowE 272 - DSB / Clear - DSB,Strength:Tempered Glass

Overall Rating: DP-50

3	Lower Bathrm	1	EA	Quaker Unit		
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** Viewed From Exterior **

Series: Manchester

Exact Size: 25 1/2 X 39 1/2 Rough Opening: 26 1/4 X 40

Color:Textured Black Exterior/Textured Black Interior,
 Glass:EnergyBasic (Dual Silver),Argon Filled,
 Hardware:Black,Sash:Sweep Lock,
 Screen:Half Screen,Material:BetterVue (TM),Ship:Screen With Product,
 Install Acc:Nailing Fin,Depth:2" Jamb Depth,

Unit:1-Single Hung Exact Size: 25 1/2 X 39 1/2,NOT Egress,

Clear Opening: 20 7/16 X 16 1/16

Clear Opening Sqft: 2 5/16

NFRC - U-Factor:0.3SHGC:0.33VT:0.56AL:≤0.3CR:59

Rating: R-35

Top Glass:Cardinal LowE 272 - DSB / Clear - DSB,Strength:Annealed Glass
 Bottom Glass:Cardinal LowE 272 - DSB / Clear - DSB,Strength:Annealed Glass
 Overall Rating: DP-35

4	Lower Back	1	EA	Quaker Unit
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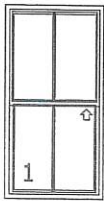


Series: Manchester
 Exact Size: 32 X 48 Rough Opening: 32 3/4 X 48 1/2
 Color:Textured Black Exterior/Textured Black Interior,
 Glass:EnergyBasic (Dual Silver),Tempered,Argon Filled,
 Install Acc:Nailing Fin,Depth:2" Jamb Depth,

** Viewed From Exterior **

Unit:1-Picture Window Exact Size: 32 X 48,
 NFRC - U-Factor:0.27SHGC:0.34VT:0.59AL:≤0.3CR:60
 Rating: R-50
 Fixed Glass:Cardinal LowE 272 - DSB / Clear - DSB,Strength:Tempered Glass
 Overall Rating: DP-50

5	Front Upstairs	3	EA	Quaker Unit
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Series: Manchester
 Exact Size: 29 X 55 Rough Opening: 29 3/4 X 55 1/2
 Color:Textured Black Exterior/Textured Black Interior,
 Glass:EnergyBasic (Dual Silver),Argon Filled,
 Muntin:Between Glass 5/8",
 Hardware:Black,Sash:Sweep Lock,
 Screen:Half Screen,Material:BetterVue (TM),Ship:Screen With Product,
 Install Acc:Nailing Fin,Depth:2" Jamb Depth,

** Viewed From Exterior **

Unit:1-Single Hung Exact Size: 29 X 55,NOT Egress,
 Clear Opening: 23 15/16 X 23 13/16
 Clear Opening Sqft: 4
 NFRC - U-Factor:0.3SHGC:0.29VT:0.5AL:≤0.3CR:59
 Rating: R-35
 Top Glass:Cardinal LowE 272 - DSB / Clear - DSB,Strength:Annealed Glass
 Bottom Glass:Cardinal LowE 272 - DSB / Clear - DSB,Strength:Annealed Glass
 Overall Rating: DP-35

All Prices in USD		Quote Subtotal	\$3,872.02
	Estimated Tax (if included)	7.000 %	\$271.04
	Total Quote Value		\$4,143.06

Quote Grand Total \$4,143.06

PROPOSAL



ROB SMITH MASONRY
 4945 420th Street, S.E.
 Iowa City, IA 52240
 Ph. (319) 354-0809

No.
 Date
 Sheet No.

Proposal Submitted To:

Name *Rad/Jodi Gehman*
 Street *2346 Hwy 1 SW*
 City *Iowa City, IA.*
 State
 Phone

Work To Be Performed At:

Street *W. 1st St.*
 City *Riverside* State *IA.*
 Date of Plans *N/A*
 Architect

We hereby propose to furnish the materials and perform the labor necessary for the completion of **MASONRY REPAIR**

<u>FRONT ELEVATION</u>	- Repair leaks through wall; Demo, repair, re-stucco damaged area above lower windows and entry; seal	2,980.
	- Repair/grind down/stucco/seal #5 column faces	985.
	- Install #3 Indiana stone sills under 2nd story windows.	195.
	- Prep/stucco around new 2nd story window (stairwell)	285.
		4,445.
<u>REAR ELEVATION</u>	- Replace loose & missing brk. and joints, repair arch over window, stucco surface	3,375.
	- Repair W. wall of rear addition tuckpoint/stucco	1,500.
	- Fiberbond seal, 2nd coat all	2,680.
		7,555.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of **twelve thousand and No/00** Dollars (\$ **12,000.00**).

with payments to be made as follows:

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Workmen's Compensation and Public Liability Insurance on above work to be taken out by

Respectfully submitted *Robin H. Smith*
 Per

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

ACCEPTANCE OF PROPOSAL

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

Signature _____
 Date _____ Signature _____



Bobbi Horras

QUOTE BY : Bobbi Horras

QUOTE # : JW221200KV3 - Version 0

SOLD TO : Gelman, Jodi
Liz

SHIP TO :

PO# :

PROJECT NAME: Main Street Riverside

Ship Via : Ground

REFERENCE :

LINE	LOCATION SIZE INFO	BOOK CODE DESCRIPTION	NET UNIT PRICE	QTY	EXTENDED PRICE
Line 1		Jeldwen Windows From Warehouse			
			\$1,200.00	2	\$2,400.00
Line 2		Entry Door As Per Drawing			
			\$4,329.66	2	\$8,659.32
Line 3		Door Hardware - Budget			
			\$560.00	1	\$560.00
Line 4		Labor & Materials To Reframe & Install Storefront Windows & Door. All Enginnering, Sheet Rock, Masonry/Stucco By Others Structural Supports By Others, Painting By Others			
			\$12,260.00	1	\$12,260.00
			Total:		\$23,879.32
			Iowa Sales Tax (6.0000%):		\$1,432.76
			Net Total:		\$25,312.08
			Total Units:	6	

cust-37000

Page 1 of 1 (Prices are subject to change.) JW221200KV3 (Ver:0)-01/11/2023 11:55 AM

Quote Date: 12/20/2022

Drawings are for visual reference only and may not be to exact scale.
All orders are subject to review by JELD-WEN

Last Modified: 01/11/2023

Becky LaRoche

From: Jodi Gehman <jodirgehman@gmail.com>
Sent: Wednesday, January 18, 2023 3:40 PM
To: Allen Schneider
Cc: Becky LaRoche
Subject: One more proposal

Hi Allen and Becky,

I hope you are both having a great week so far. Allen, thanks for your email with where things are at, I really appreciate that. As we continue to dig into this building more problems come to light. We knew we had water damage and mold issues, and weren't 100% sure where it was coming in at. When we looked at the building the realtor told us a new roof was put on 8 years ago, while that may have been true, it was either not installed professionally or short cuts were made, the problems we are now dealing with are in fact roof related which we discovered this past week. I had a guy come look at the roof yesterday and give me a bid. In reality, it's not going to do a lot of good making all the other needed repairs without going to the source of the problem. If it's okay, I'd like to see if I can add this in to the overall outside renovations.

Thanks again to the both of you for all that you do for the city of Riverside,
Jodi Gehman

Begin forwarded message:

From: Rodney Gehman <rodneygehman@icloud.com>
Date: January 18, 2023 at 3:23:39 PM CST
To: Jodi Gehman <jodirgehman@gmail.com>

Spring Hollow Roofing

5308 Hwy 1 S.W.
Kalona, IA 52247

Proposal

Spring Hollow Roofing
JOHN MAST
319-541-4212

COVILIN
Means Quality!

Metal Roofing Foam & Coatings System EPDM Coatings System

SUBMITTED TO: Jodi Gehman	PROPOSAL DATE: Jan 18, 2023
ADDRESS: 2346 Hwy 1 sw	PHONE: 319-930-9942
CITY/STATE/ZIP: Kalona IA 52247	CONTACT NAME: Jodi Gehman
ROOF DESCRIPTION: Flat Low slope with parapet walls on 3rd	ROOF LOCATION: 71 West First St Riverside IA

We hereby submit specifications and estimates for:

tear off old tar & Roll Roofing and disposal
 install 1.5" Iso board insulation
 install 60 ml. membrane white ext.
 If structural repair needed material
 and labor @ \$35.00 per hr.

THIS GIVES A 15 YR. WARRANTY IF PAID IN FULL WHEN COMPLETED

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

\$3825.00

PAYMENT TO BE MADE AS FOLLOWS: --- 50% to be paid upon acceptance of this contract with the balance to be paid upon completion of job.

All materials are guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above this estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner is to carry hail, tornado and other necessary insurance.

CONTRACTOR SIGNATURE John Mast

This proposal is valid for 90 days from the date specified above.

ACCEPTANCE OF PROPOSAL
The above prices, specifications, and conditions are satisfactory and are hereby accepted. Contractor is authorized to do the work as specified. Payment will be made as outlined above.

CUSTOMER:
CUSTOMER: