

BOARD OF HISTORIC PRESERVATION
WEDNESDAY JULY 12, 2023
4:00 PM City Center, Cooper Conference Room, 110
Sioux Falls, SD

MEETING ASSISTANCE: UPON REQUEST, ACCOMMODATIONS FOR MEETINGS WILL BE PROVIDED FOR PERSONS WITH DISABILITIES. PLEASE CONTACT THE HUMAN RELATIONS OFFICE, FIRST FLOOR, CITY HALL, 224 WEST 9TH STREET, SIOUX FALLS, SD AT 367-8745 (VOICE) OR 367-7039 (TDD) 48 HOURS IN ADVANCE OF THE MEETING.

Adam Nyhaug, Board Chair
Kathy Renken, Board Vice Chair

AGENDA

- | | |
|--|-----------------------------------|
| ITEM 1. CALL TO ORDER & QUORUM DETERMINATION | Kathy |
| ITEM 2. WELCOME & INTRODUCTIONS | Kathy |
| ITEM 3. APPROVAL OF REGULAR AGENDA | Kathy |
| ITEM 4. APPROVAL OF 6/21/2023 MEETING MINUTES | Kathy |
| ITEM 5. PUBLIC INPUT ON NON-AGENDA ITEMS
(5-minute comment period per individual) | Kathy |
| ITEM 6. NEW BUSINESS | |
| a. 421 N. Spring Ave. House Raze
Cathedral Historic District
(board action required) | John Hart, VOA |
| b. 800 W. 10 th Street – Partial demolition and rebuild
Cathedral Historic District
(board action required) | John Koch, John Koch Construction |
| ITEM 7. OTHER BUSINES | |
| a. Committee Meeting for 2024 CLG Conference Review | Diane |
| b. Pam Cole – term expiration, six years of service to the BoHP | |
| ITEM 8. ANNOUNCEMENTS | |
| a. Next meeting – August 9, 2023 | |
| ITEM 9. ADJOURNMENT | |

*Promoting the use and conservation of historic properties for the education,
inspiration, pleasure, and enrichment of the citizens of Sioux Falls*

Regular Meeting Minutes for June 21, 2023 Tuthill Park House

Members Present:

Adam Nyhaug, Chair
Kathy Renken, Vice Chair
Alex Halbach
Gail Fossum Shea
Pam Cole
Nicholas Kummer
Lynn Remmers

Staff Present:

Diane deKoeyer

Public in Attendance:

John Hart, VOA
Dennis Hoffman, VOA
Dan Kurtz, Bighorn Craftsman

Members Absent:

Delia Druley (unexcused)
Nolan Hazard (unexcused)

ITEM 1. Call to Order and Quorum Determination

- a. Board Chair Adam Nyhaug called the meeting to order at 4:06 p.m.

ITEM 2. Welcome and Introductions

- a. Board Chair Nyhaug welcomed board members and guests.

ITEM 3. Approval of Regular Agenda

- a. Member Remmers made a motion to approve the regular agenda and Member Renken seconded the motion. The motion passed unanimously.

ITEM 4. Approval of the May 10, 2023, Meeting Minutes

- a. Board Chair Nyhaug requested a motion to approve the May 10, 2023, meeting minutes. Member Remmers made the motion to approve the minutes and Member Cole seconded the motion. The motion passed unanimously.

ITEM 5. Public Input on Non-Agenda Items (five-minute period)

- a. None

ITEM 6. New Business

- a. **226 N. Duluth Avenue - Cathedral Historic District, House Addition**
Dan Kurtz, homeowner, and contractor summarized the historic property and proposed project for an addition to the house. The projects include two parts:
 1. Raise the northeast portion of the house where there has been some water damage and settlement has occurred. Dan will stabilize the structure by providing new footing

and foundation. This area will function as the kitchen. New Marvin windows will be installed in this area as well as the addition to match the existing windows.

2. Construct an approximately 11' x 20' addition at the southeast to provide laundry and mudroom functions that would be adjacent to the kitchen.

The following items were discussed and proposed by the board for Dan to incorporate into the project:

- The house currently has a soldier course of brick at the base of the house and will continue around the addition for consistency.
- Dryvit in lieu of stucco may be used. Textural difference is acceptable due to the need to distinguish between the original stucco on the house to the new addition.
- Provide a terra cotta cap to the addition to match the third-floor parapet cap.
- Window grids shown in elevations and renderings do not match. Grid pattern should match the existing windows on the house and will be reviewed at time of submittal with window order and plans for the building permit.
- Door and window at rear of south façade will be removed for interior kitchen cabinets.

At conclusion of the project review, Chair Nyhaug asked if there was a motion for the project. Member Halbach motioned that the plans as presented with the following amendments would not have an adverse effect on the Cathedral Historic District.

- a. Include soldier course of brick around the addition to match the existing.
- b. Provide new windows to match the existing six-over-one double hung windows.
- c. Provide a terra cotta cap at the addition to match the existing parapet cap at the third floor of the existing structure.

Member Cole seconded the motion and the motion with amendments passed unanimously.

b. 435 N. Spring Avenue - Cathedral Historic District, House Move

John Hart summarized the history of childcare services in the Cathedral neighborhood by the VOA. When they made the decision to end their service as a childcare provider a year and a half ago, the Boys and Girls Club was able to absorb the VOA's clientele and staff for their program. Since that time, the VOA has tried to find a buyer for their building at 407 N. Spring Ave. The VOA also owns the three residential properties to the north that include, 421, 425 and 435 N. Spring Ave. 421 is a non-contributing structure to the district, 425 is a vacant lot and 435 has a home that is contributing to the district. VOA has been working with Dan Kurtz with Bighorn Construction who would like to move the existing house at 435 and relocate it to 215 N. Spring Ave. which is currently an empty lot.

The new lot is the same size as 435 N. Spring Ave. with alley access for a future garage. Dan Kurtz purchased the empty lot and plans to install the footing, foundation, and full basement for the home that he hopes to have moved by mid-December. Dan noted that he may leave the basement unfinished so that a new owner can finish it themselves. Dan further explained that once the house is moved, he intends to make updates and prepare it to sell.

At conclusion of the project review, Chair Nyhaug asked if there was a motion for the project. Member Cole motioned that the house move from 435 N. Spring to 215 N. Spring would not have an adverse effect on the Cathedral Historic District. Member Halbach seconded the motion and the motion passed unanimously.

Following the meeting Adam Nyhaug provided information of the former house that was located at 215 N. Spring. This information is attached to the meeting minutes.

ITEM 7. Other Business

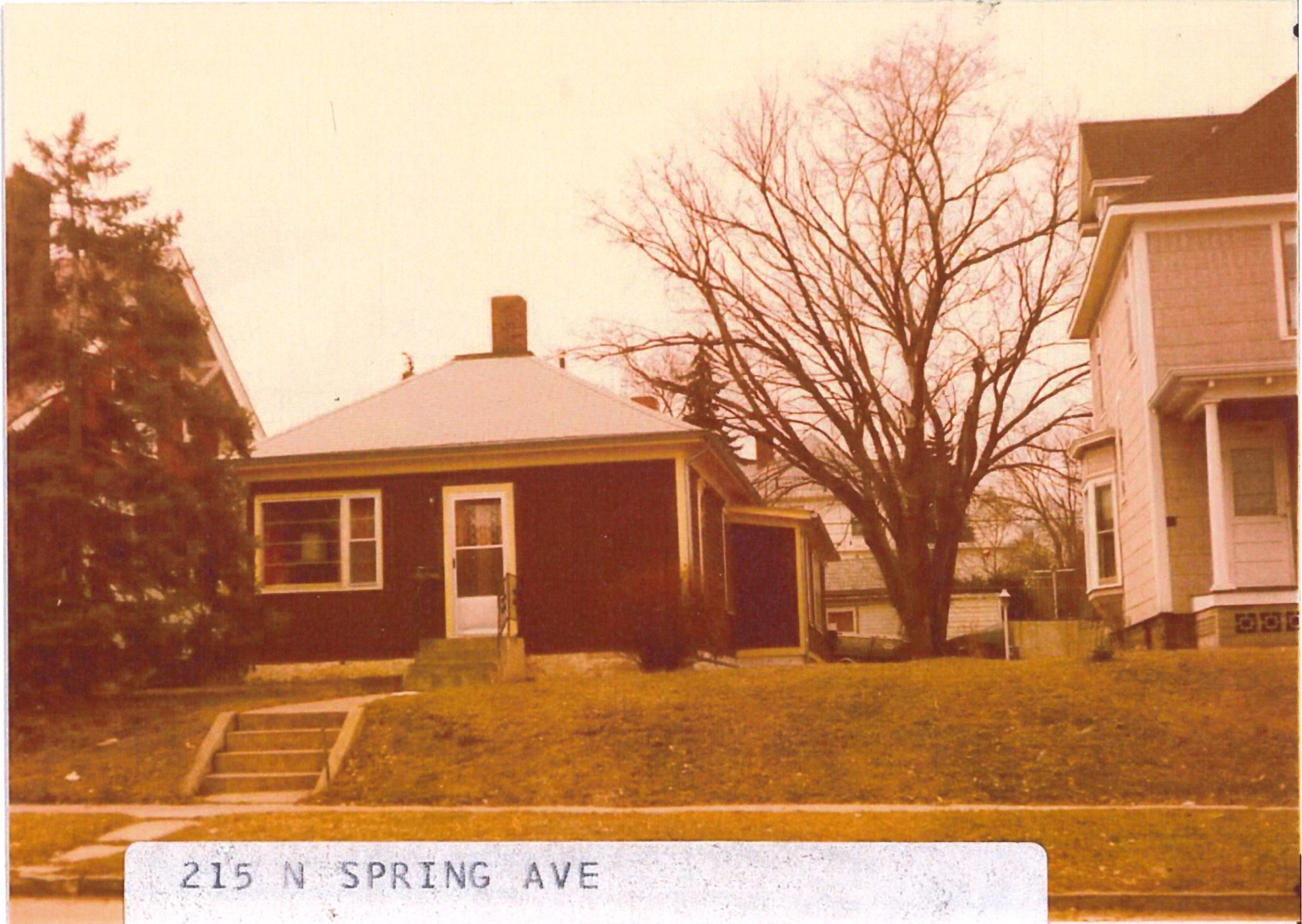
- a. Following the review and approval of the house move from 435 N. Spring Avenue, Dennis Hoffman, CEO and President for Volunteers of America complimented board members on working so well together to resolve project issues.

ITEM 8. Announcements

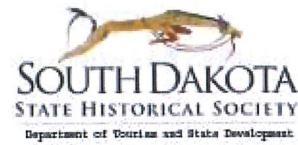
- a. Next meeting is scheduled for July 12, 2023, at City Center, 231 N. Dakota Ave.

ITEM 9. Adjournment

- a. The Board of Historic Preservation meeting adjourned at approximately 5:07pm.



215 N SPRING AVE



SHPOID MH00600134 **SiteID** 13462 **StructureID** 18257

SITE INFORMATION

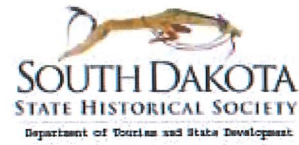
***Survey Date:** 8/27/2009 12:00:00 AM ***Quarter1:** SE
***Surveyor:** Heather Barrett, CBP ***Quarter2:** SE
***Property Address:** 215 North Spring Avenue ***Township:** 92N
***County:** mh ***Range:** 49W
***City:** Sioux Falls ***Section:** 17
Acres:
Quadname: Sioux Falls East
Legal Description: 90220 Bennett's First Addition to City of Sioux Falls

Location Description:

Owner Code1: **Owner Name:** Barry Hermanson
Owner Code2: **Owner Address:** 46348 277th Street
Owner Code3: **Owner City:** Chancellor
 Owner State: SD
 Owner Zip:

HISTORIC SIGNIFICANCE

***DOE:** Not Eligible **Register Name:** Cathedral Historic District
***DOE Date:** 6/5/1974 12:00:00 AM **Multiple Property Name**
Nomination Status: NR listed **SignificanceLevel1:** Local
Listed Date: 6/5/1974 12:00:00 AM **SignificanceLevel2:** Local
Ref Num: 74001896 **NR Criteria 1:** C
Period: 1872-1926 **NR Criteria 2:** A
Category: Site **NR Criteria 3:**
Historic District Rating: C **NR Criteria 4:**
Significance Notes : See number 12800. Non-contributing due to alterations to facade (2009 survey).
 Former name: Sioux Falls Historic District
 Demolished.
 Update approved, 12/8/2022, AD74001896



STRUCTURE DETAILS

***Structure Name:** 215 North Spring Avenue

Other Name:

Date Of Construction: ca. 1876

Significant Person:

Cultural Affiliation:

Type: Combination

Walls: Aluminum/Vinyl

Style: No Style

Stories: 1

Roof Shape: Hip

Foundataion: Stone

Roof Material: Asphalt

***UTM Zone:** 14

Occupied: Yes

***UTM Easting:** 683126.1407

Accessible: Yes

***UTM Northing:** 4824295.5678

Structural System: Wood Frame

Restricted: N

Altered/Moved Notes: Modern window on facade and vinyl siding. Form still reads.

Interior Notes:

Physical Notes: One-story hipped roof dwelling with vinyl siding. Façade has single-leaf wood and glass door and replacement window. One-over-one sash windows on side elevations. Projecting wings off of north and south elevations. Two interior brick chimneys. Slightly overhanging eaves.

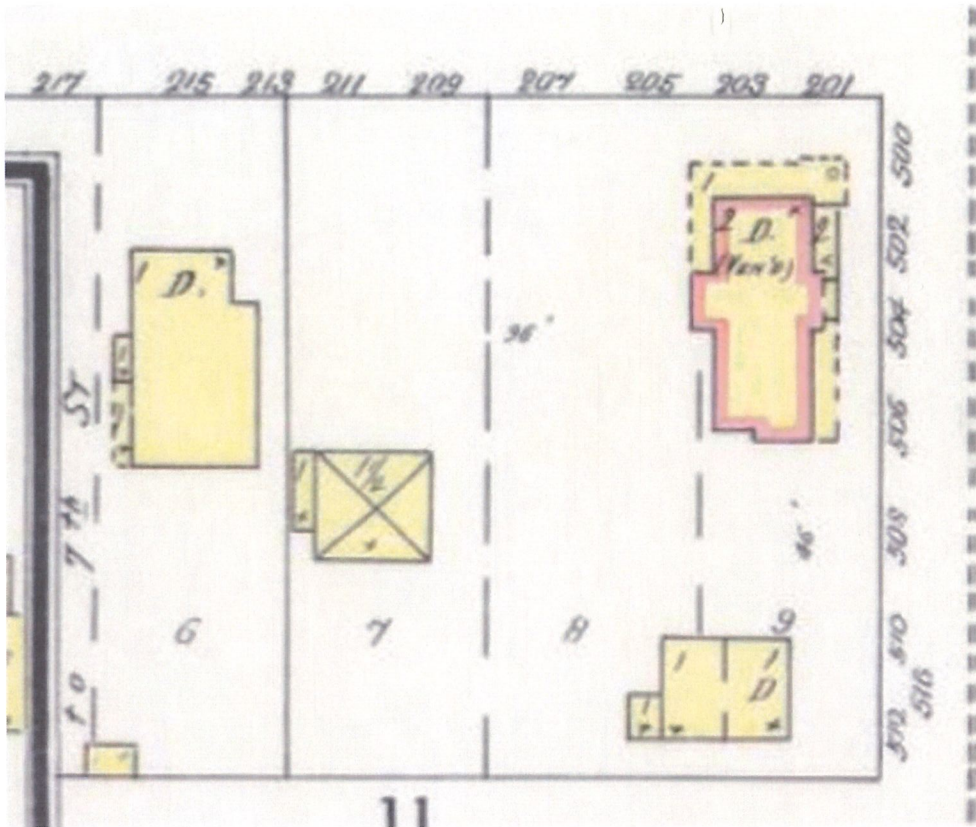
Other Notes: Non-contributing resource (2009 survey).

Link to National Register Nomination:

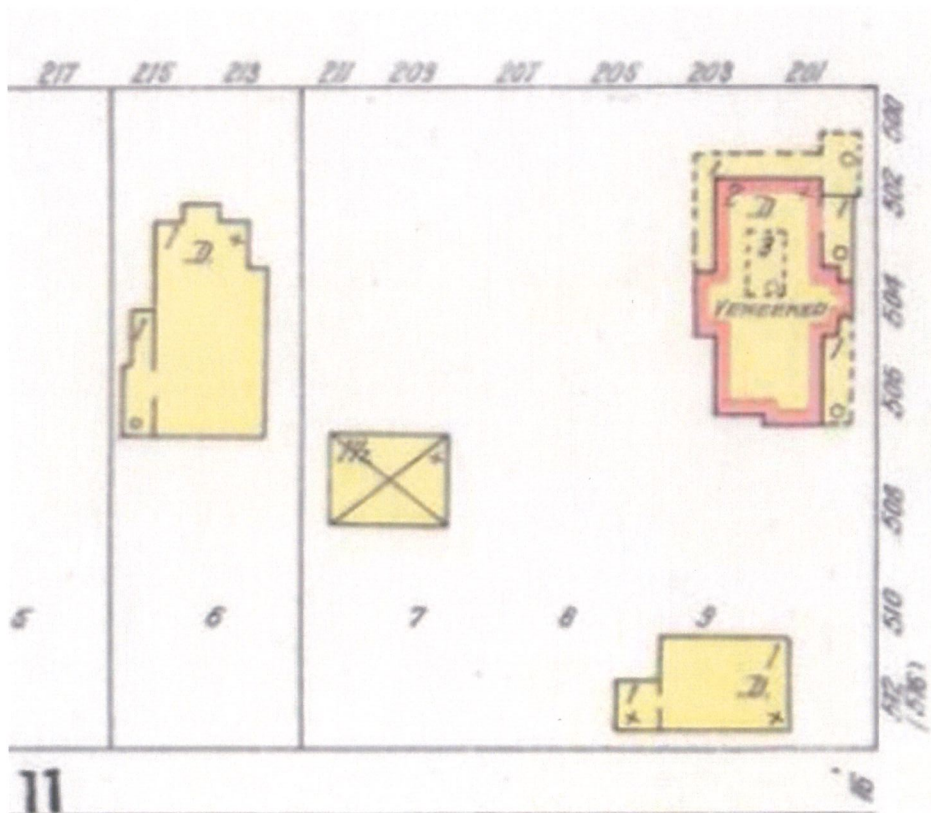
<http://pdfhost.focus.nps.gov/docs//NRHP//Text//74001896.pdf>

201—235 North Spring Avenue

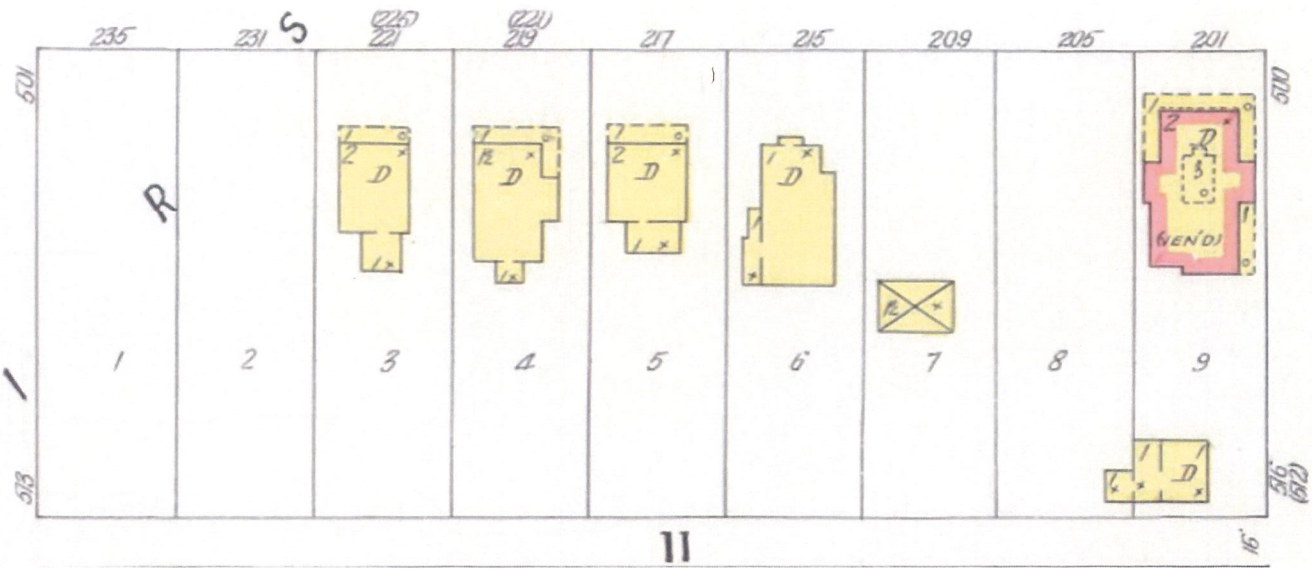
1896



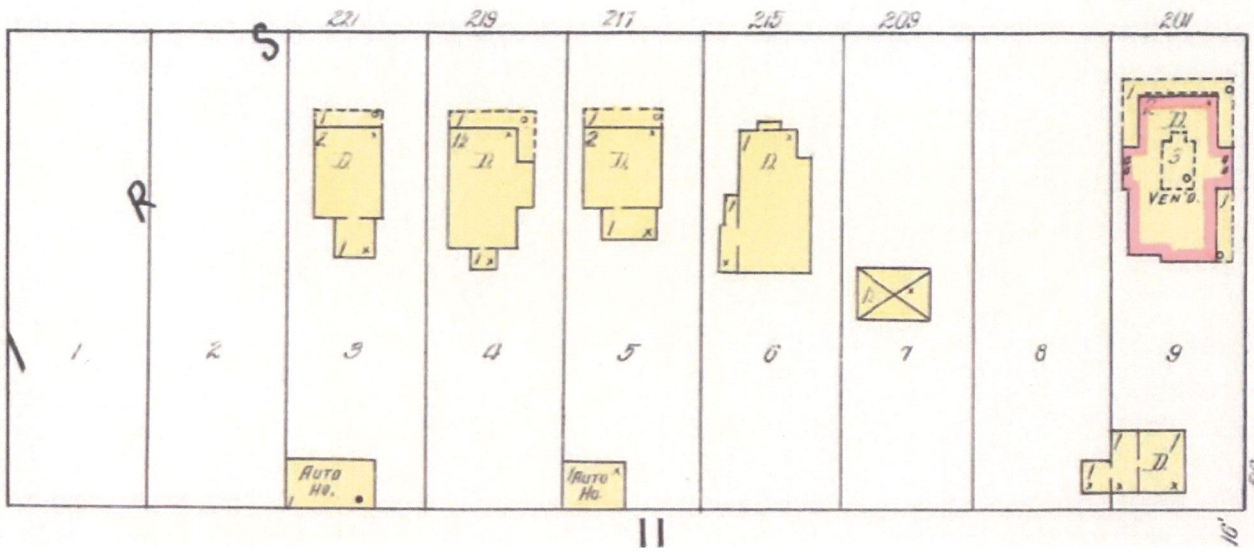
1902



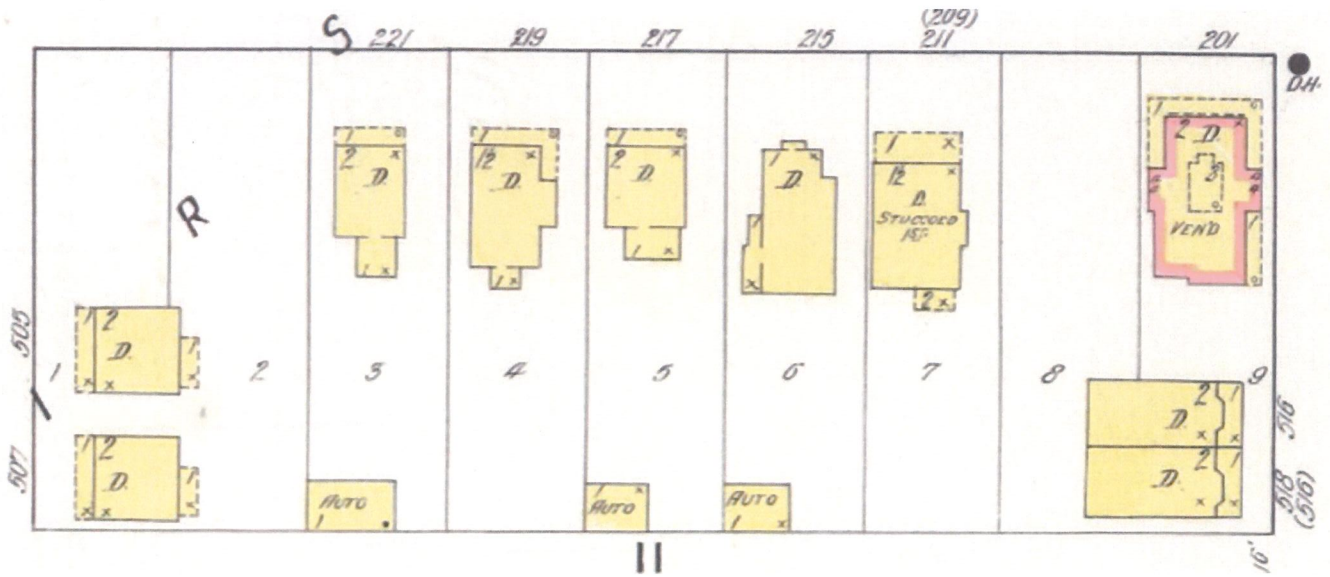
1908



1911



1916



Secretary of Interior Standards for Historic Properties – New Construction

24:52:07:04. Standards for new construction and additions in historic districts. New construction or additions within a historic district must comply with **The Secretary of the Interior's Standards for the Treatment of Historic Properties** as incorporated by reference in § 24:52:07:02. In addition the following standards apply:

- (1) Compatibility of design. Massing, size, and scale of new construction must be compatible with surrounding historic buildings. Overall architectural features of new construction must be of contemporary design which does not directly mimic historic buildings. Architectural elements such as windows, doors, and cornices must be similar in rhythm, pattern, and scale to comparable elements in adjacent historic buildings. The overall visual appearance of new construction may not dominate or be distracting to the surrounding historic landscape;
- (2) Height. The height of new buildings or additions to existing buildings may not exceed a standard variance of ten percent of the average height of historic buildings on both sides of the street where proposed new construction is to be located;
- (3) Width. The width of new buildings or additions to existing buildings must be similar to adjacent historic buildings;
- (4) Proportion. The relationship between the height and width of new buildings or additions to existing buildings must be similar in proportion to existing historic buildings. The proportion of openings in the facades of new construction or additions must be compatible with similar openings in adjacent historic buildings;
- (5) Rhythm and scale. The rhythm, placement, and scale of openings, prominent vertical and horizontal members, and separation of buildings which are present in adjacent historic buildings must be incorporated into the design of new buildings or additions to existing buildings;
- (6) Materials. Materials which make up new buildings or additions to existing buildings must complement materials present in nearby historic properties. New materials must be of similar color, texture, reflective qualities, and scale as historical materials present in the historic district;
- (7) Color. The colors of materials, trim, ornament, and details used in new construction must be similar to those colors on existing historic buildings or must match colors used in previous historical periods for identical features within the historic district;
- (8) Details and ornament. The details and ornament on new buildings or additions to existing buildings must be of contemporary design that is complementary to those features of similar physical or decorative function on adjacent historic buildings;
- (9) Roof shape and skyline. The roof shape and skyline of new construction must be similar to that of existing historic buildings;
- (10) Setting. The relationship of new buildings or additions to existing buildings must maintain the traditional placement of historic buildings in relation to streets, sidewalks, natural topography, and lot lines; and
- (11) Landscaping and ground cover. Retaining walls, fences, plants, and other landscaping elements that are part of new construction may not introduce elements which are out of character with the setting of the historic district.

Source: 16 SDR 239, effective July 9, 1990; 21 SDR 50, effective September 21, 1994; 24 SDR 73, effective December 4, 1997; 28 SDR 182, effective July 10, 2002.

General Authority: SDCL 1-19A-5, 1-19A-11, 1-19A-29.

Law Implemented: SDCL 1-19A-5, 1-19A-11.1.

Secretary of the Interior's Standards for Rehabilitation

The Standards for Rehabilitation, a section of the Secretary's Standards for Historic Preservation Projects, address the most prevalent preservation treatment today, rehabilitation. Rehabilitation is defined as the process of returning a property to state of utility, through repair or alteration which makes possible an efficient contemporary use while preserving those portions and features of the property which are significant to its historic, architectural and cultural values.

The Standards that follow were originally published in 1977 and revised in 1990 as part of the Department of the Interior regulations (36 CFR Part 67, Historic Preservation Certifications). They pertain to historic buildings of all materials, construction types, sizes, and occupancy and encompass the exterior and the interior of historic buildings. The Standards also encompass related landscape features and the building's site and environment as well as attached, adjacent or related new construction.

The Standards are to be applied to specific rehabilitation projects in a reasonable manner, taking into consideration economic and technical feasibility.

- (1) A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
- (2) The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
- (3) Each property shall be recognized as a physical record of its time, place and use. Changes that create a false sense of historic development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.
- (4) Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
- (5) Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.
- (6) Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
- (7) Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
- (8) Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
- (9) New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.
- (10) New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

SIoux FALLS BOARD OF HISTORIC PRESERVATION

Project Review	July 12, 2023
<u>Property Address</u>	421 N. Spring Ave.
<u>Property Owner</u>	Volunteers and America
<u>Historic District</u>	Cathedral Historic District
<u>Year Built</u>	1887, ca. 1970
<u>Project</u>	Demolition request of the existing structure

Volunteers of America, Dakotas purchased three properties, 421, 425 and 435 N. Spring Ave. in April of 2023 in order to provide enhanced opportunities for the redevelopment of our 407 N. Spring childcare building which had been vacant and on the market for over a year. Shortly after the purchase of these three properties, we received a purchase offer on 407 N. Spring from a party who plans on opening a childcare center at that location. To assist us in a visioning process for the potential uses of the 421, 425 and 435 lots, we have hired Maximizing Excellence, a consulting firm that we have previously used for feasibility studies and fundraising campaigns.

Our goal this year is to clear those three lots so once the study is complete, we will be able to move forward without additional barriers that may need to be considered. We were successful in finding someone to purchase and move the historic home at 435 N. Spring. This was approved by the BOHP at their June meeting. We are now requesting approval for the demolition of 421 N. Spring which is a non-contributing structure in the Cathedral Historic District.

421 N. Spring, although currently occupied, requires significant work and financial investment in order to make it a long-term habitable structure. Items needing repair and/or replacement include the roof, siding, windows, exterior doors, foundation and HVAC system. There may be additional issues beyond these that can't be determined due to the amount of paneling covering the interior walls and ceilings. We cannot justify making such a financial commitment to a structure that we would not utilize in any future redevelopment plans.

Our timeline for the project would be to gain approval from the BOHP in July for the demolition, then apply for a demolition permit. We would give the current tenants then 60 days notice and allow them to reside there, if needed, until September 30th, rent-free to assist them in transitioning to another living environment. This timeline would enable us to have the site cleared and graded by October 31st, 2023.

<u>National Register</u>	Non-Contributing (2009 Survey), Ranch Stone foundation visible at south elevation, indicating original structure. Other than foundation, current appearance of house reflects 1960-1970 alterations.
--------------------------	---

One-story Ranch-style house on raised basement. A portion of stone foundation visible on south elevation suggests earlier structure. Most of the house currently

sits on concrete block foundation. Small one-over-one sash windows. Single-leaf door with one light.

Project Representative John Hart, VOA

Neighbor Notification No

Board Action Required

Photos See attached

*Historic photos provided by the Siouxland Heritage Museums.



CATHEDRAL HISTORIC DISTRICT

 421 N. Spring Avenue





Above: 421 N. Spring Avenue – east facade

Below: 421 N. Spring Avenue – south facade



Below: 421 N. Spring Avenue – west facade



Below: 421 N. Spring Avenue – northwest facades



Below: 421 N. Spring Avenue – interior





STRUCTURAL ENGINEERING
ASSOCIATES

FIELD OBSERVATION REPORT

Project: Structural Assessment
421 North Spring Avenue
Sioux Falls, South Dakota

Job No.: VOA230200

Report No.: 1

Date: May 18, 2023 1:30 pm – 2:15 pm

By: Greg Hannestad, P.E.



Others Present During this Site Visit

1. John Hart – VOA (Volunteers of America).

Purpose of this Site Visit

1. As requested by John Hart, VOA, we were to observe the condition of the existing house and attempt to assess its structural condition. The house, shown below, appears to be a wood-framed structure. This house is occupied.



*421 N Spring Av, Sioux Falls, SD
View Looking West*

401 E. 8th St. • Suite #201
Sioux Falls, SD 57103-7033

P | 605-334-0188
F | 605-334-1669

WWW.SEASD.COM

Observations and Discussions with Those Present

- a) Structural drawings of the existing building were not provided to us.
- b) Refer to the excerpt from Google Maps, below. This house is located south of the southwest quadrant of the intersection of W 5th St and N Spring Avenue. The house and property is indicated by the red rectangle.



Structural Assessment – 421 N Spring Av
Sioux Falls South Dakota
May 18, 2023
Page 3 of 28

c) Refer to photographs 1 through 25:

Photo 1: This view is from the street (N Spring Av) looking west toward the front of the house.

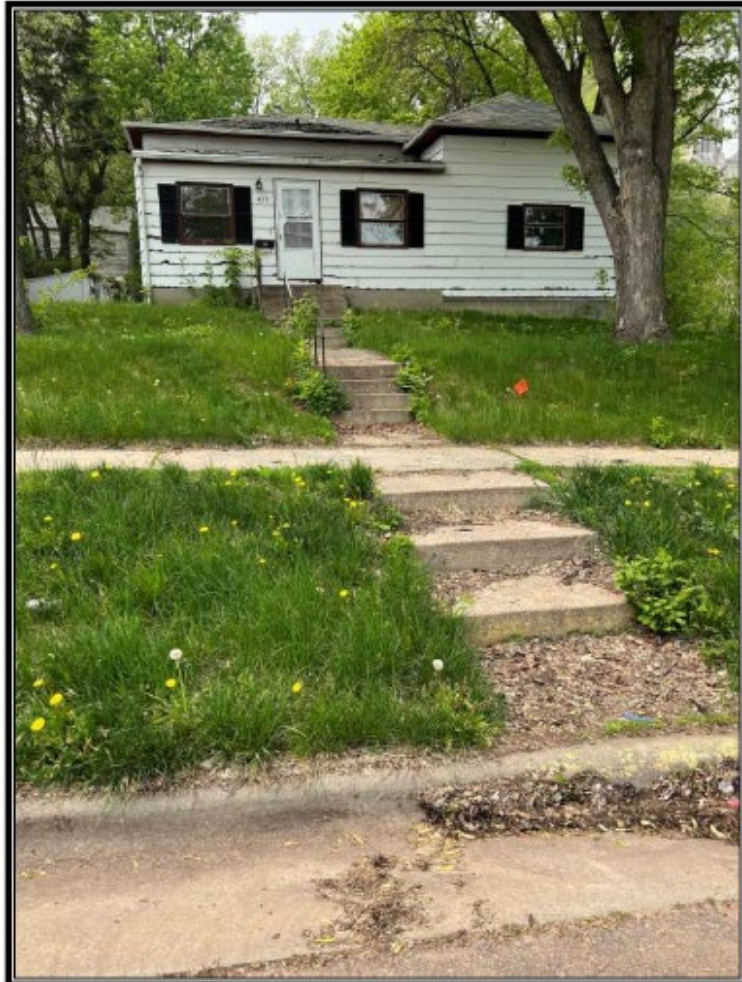


Photo 2: Looking northwest toward the south side of the house. The foundation (indicated by the red arrow) appears to be more-modern than the original quartzite stone basement walls.



Photo 3: Looking east along the south wall. The siding has deteriorated at this southwest corner of the house (indicated by the red arrows), likely due to long-term exposure to moisture. Note that the roof gutter is open at this corner (indicated by the yellow arrow). This rear portion of the house appears to be an addition.



Photo 4: Looking east along the north side of the house. The siding is deteriorated (indicated by the blue arrows) at several areas along this wall.



Photo 5: Looking toward the northeast corner of the house. The downspout has been dislodged at this corner (indicated by the red arrow). The siding is deteriorated (indicated by the blue arrows) at several areas along this wall. The foundation has also deteriorated at this corner (indicated by the yellow arrows).



Photo 6: View looking southwest toward the front door. The siding is deteriorated (indicated by the blue arrows) at several areas along this wall. The deteriorated foundation is also seen in this photo (indicated by the yellow arrow).



Photo 7: This is the Kitchen/Dining addition at the rear (west) end of the house. This view is looking south.

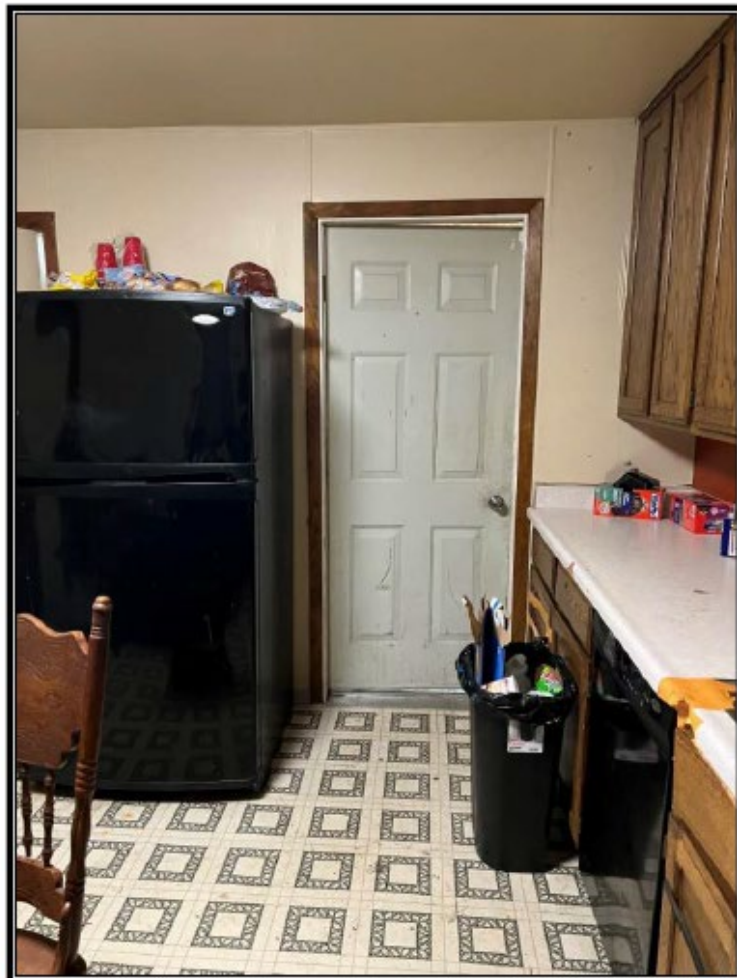


Photo 8: Looking southeast in the Kitchen/Dining area.



Photo 9: Looking east in the Kitchen/Dining toward the closet. The floor of this closet is a door to access the basement (indicated by the blue arrow).

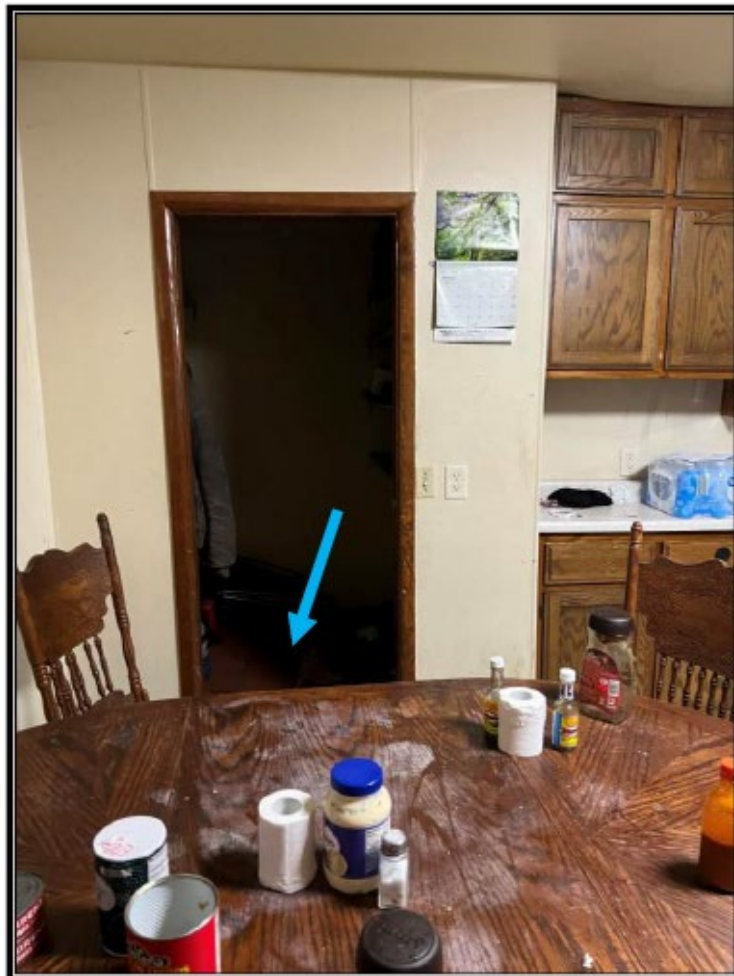


Photo 10: The restroom This is located through the doorway on the east side of the refrigerator (see photo 8).



Photo 11: Another view, looking east from the Kitchen/Dining.



Photo 12: Continuing east from the previous photo. This view is looking east toward the front door (indicated by the yellow arrow).



Photo 13: View looking northwest from near the front door. The following four photographs were taken after passing through the north archway (indicated by the red arrow).



Photo 14: View looking north in the bedroom area of the house. The north portion (north of the red arrow) appears to be an addition.



Photo 15: View of a bedroom.



Photo 16: A second bedroom.



Photo 17: A third bedroom.



Photo 18: The following 8 photographs were taken in the basement.

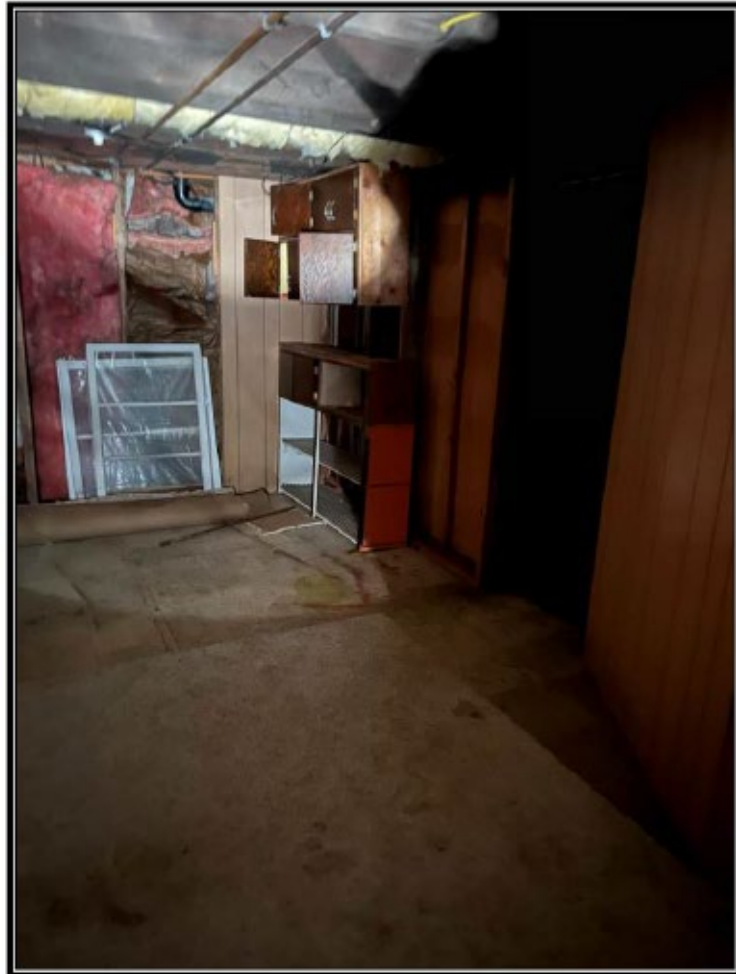


Photo 19: This view is looking up toward the wood floor joists.



Photo 20: Another view of the wood floor joists.

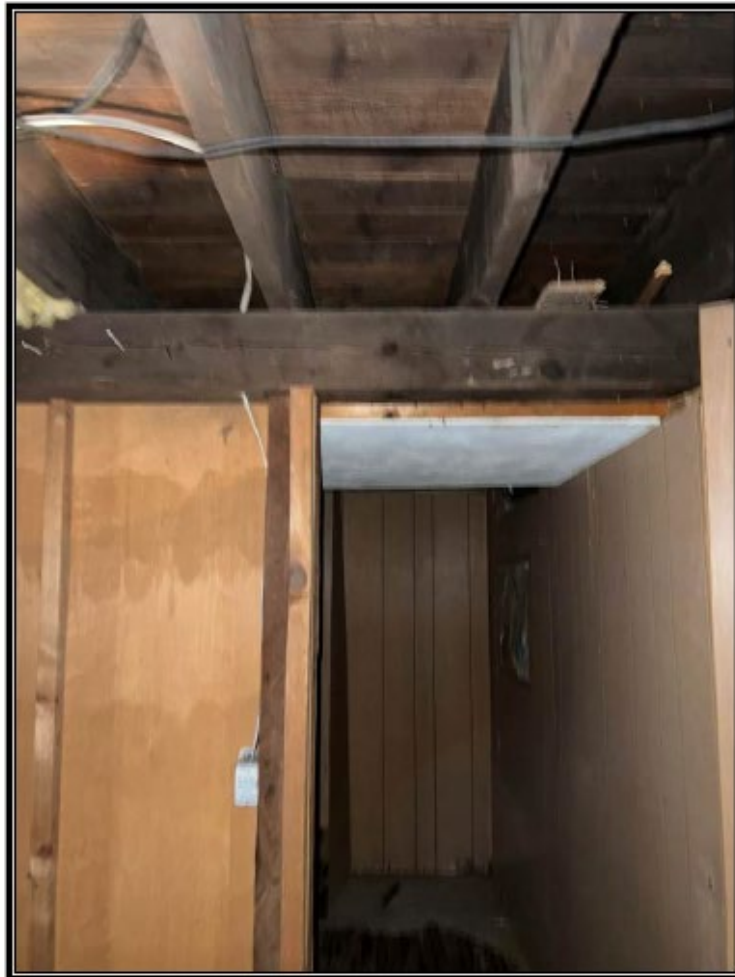


Photo 21: A room in the mazement. The basement walls have been covered so are not exposed to view.



Photo 22: Looking toward the east wall of the basement.



Photo 23: View looking west toward the stairs to the basement. The electric panel (indicated by the blue arrow) is mounted to the north wall.



Photo 24: The utility room in the basement.



Photo 25: A room adjacent to the utility room.



Conclusions and Recommendations

1. Refer to comments accompanying each photo.
2. This house, in general, appears to be deteriorated, but sound. The shingles and siding were very deteriorated. Direct views of the actual structure was very limited due to the application of wall and ceiling finishes.

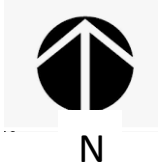
SIoux FALLS BOARD OF HISTORIC PRESERVATION

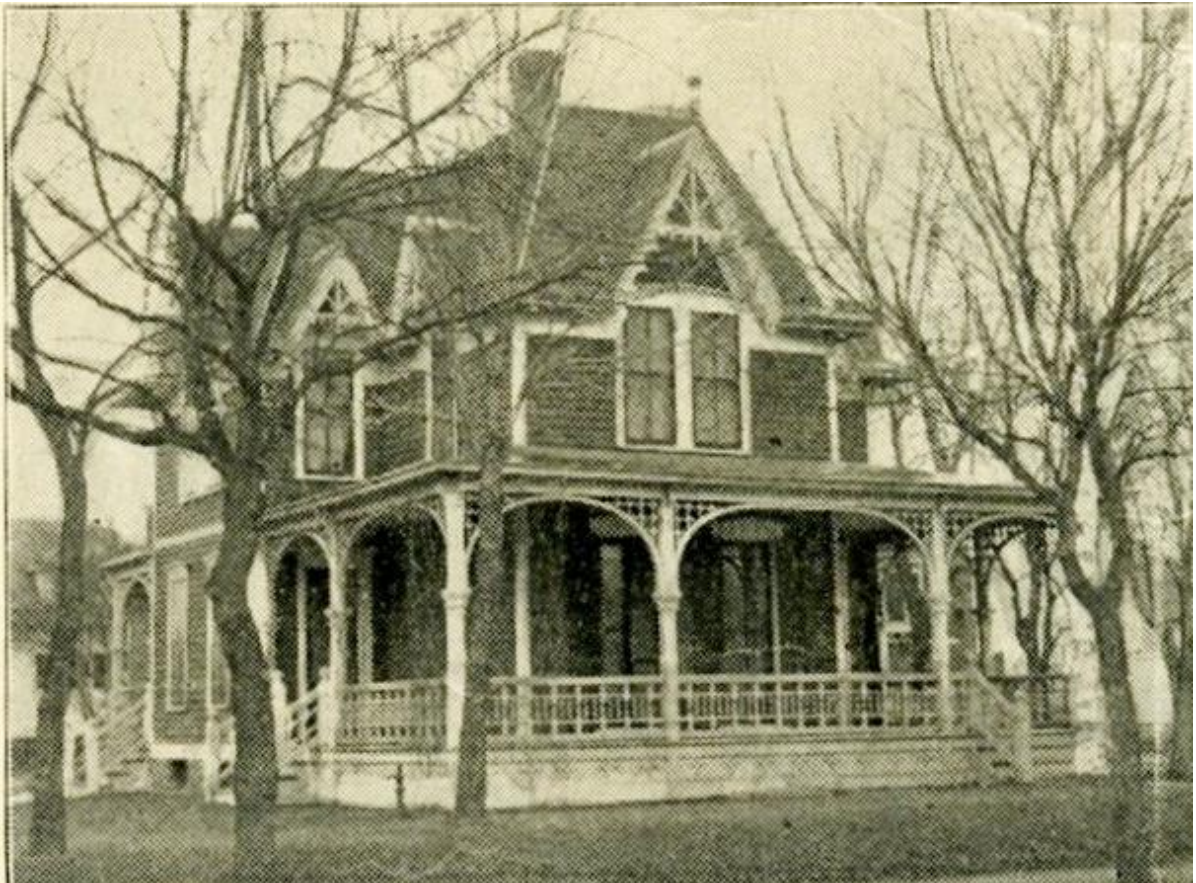
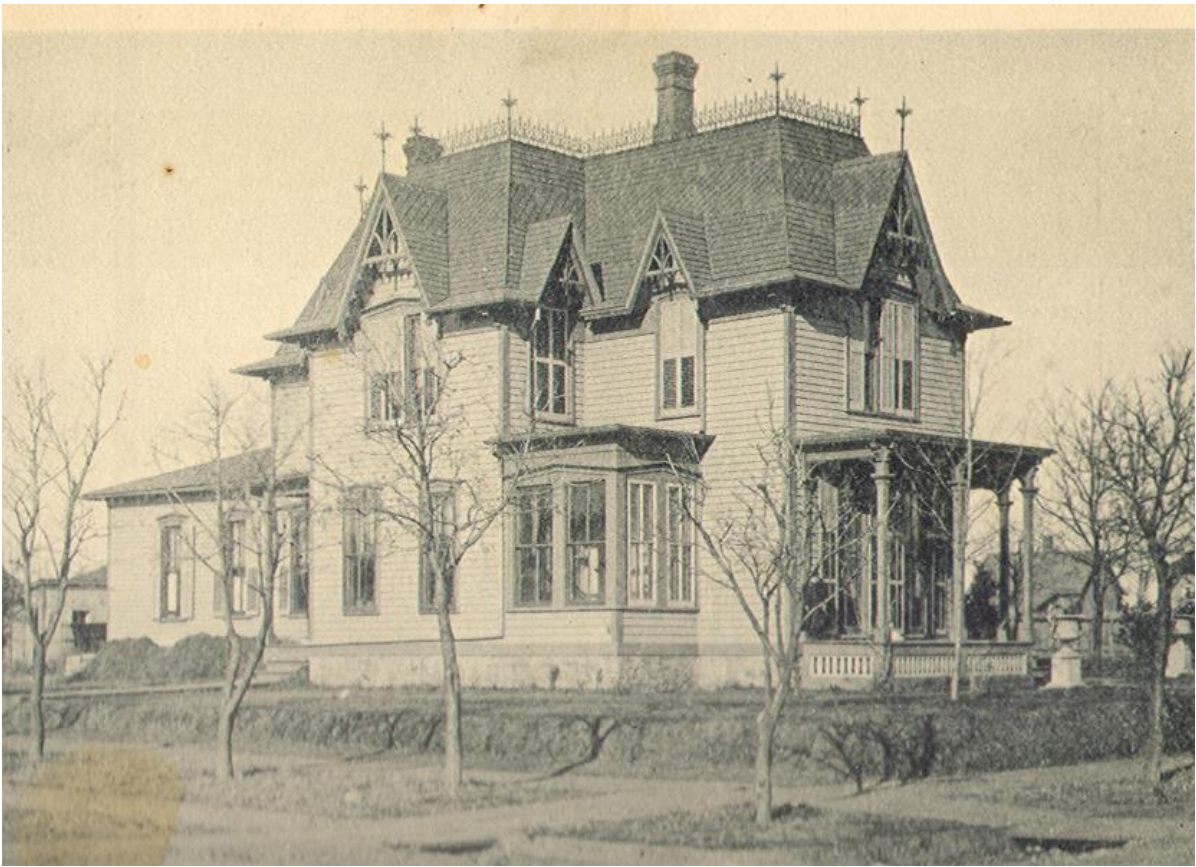
Project Review	July 12, 2023
<u>Property Address</u>	800 W. 10 th Street / 133 S. Prairie Ave.
<u>Property Owner</u>	John Koch
<u>Historic District</u>	Cathedral Historic District
<u>Year Built</u>	1890
<u>Project</u>	<p>John Koch is requesting to remove the west portion of the house and rebuild it back with a new foundation and slab to match the original home. New Pella Impervia (fiberglass) double-hung windows will be installed throughout the house to match the original windows.</p> <p>The garage which was not original was administratively approved for demolition. Vinyl siding has also been removed from the structure exposing the original, narrow, cedar siding.</p>
<u>National Register</u>	<p>This structure is a large, two-story, Gothic-type home. It is a frame house with a mansard roof. It employs horizontal siding and a stone foundation.</p> <p>William T. Doolittle was a railroad engineer who played an important role in the city's politics and history. He was an alderman, president of the city council and mayor in 1908. He is credited with bringing the first train into Sioux Falls.</p>
<u>Project Representative</u>	John Koch, John Koch Construction
<u>Neighbor Notification</u>	No
<u>Board Action</u>	Required
<u>Photos</u>	See attached

*Historic photos provided by the Siouxland Heritage Museums.

CATHEDRAL HISTORIC DISTRICT

 800 W. 10th Street









Above: 2023 Photo prior to vinyl siding and windows being removed.



Above: East façade of home. June 2023

Below:





Removing this window and installing siding to match.



Proposal - Detailed

Pella Windows & Doors of Sioux Falls
 4633 West Homefield Drive
 Sioux Falls, SD 57106
 Phone: (605) 334-1124 Fax: (712) 258-4474

Sales Rep Name: Arens, Jeremiah
 Sales Rep Phone: (605) 334-1124
 Sales Rep E-Mail: jj.arens@pellagateway.com
 Sales Rep Fax: 605-334-7278

Customer Information	Project/Delivery Address	Order Information
John Koch Construction 1102 S Phillips Ave SIOUX FALLS, SD 57105-0750 Primary Phone: (605) 595-2729 Mobile Phone: (605) 940-0049 Fax Number: (605) 274-0082 E-Mail: john@johnkoch.com Contact Name: Great Plains #: KOCHJ01 Customer Number: 1002595737 Customer Account: 1000391962	800 W 10th St/Koch 1102 S Phillips Ave Lot # SIOUX FALLS, SD 57105-0750 County: Owner Name: Owner Phone:	Quote Name: Impervia DH revised 6-28-23 Order Number: 140 Quote Number: 17015457 Order Type: Non-Installed Sales Wall Depth: Payment Terms: Net 30 Days Tax Code: SIOUX083 Cust Delivery Date: None Quoted Date: 6/28/2023 Contracted Date: Booked Date: Customer PO #:

Line #	Location:	Attributes
--------	-----------	------------

10 None Assigned

Impervia, Double Hung, 30.5 X 73.5, White

Item Price	Qty	Ext'd Price
\$891.54	8	\$7,132.32




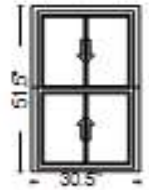
PK #
2138

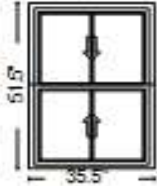
Viewed From Exterior
 Rough Opening: 31" X 74"

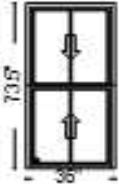
1: Non-Standard Size Non-Standard Size Double Hung, Equal
 Frame Size: 30 1/2 X 73 1/2
 General Information: Standard, Duracast®, Block, Foam Insulated, 3", 1 5/16", 1 11/16"
 Exterior Color / Finish: White
 Interior Color / Finish: White
 Glass: Insulated Tempered In Bottom Sash Only Low-E Advanced Low-E Insulating Glass Argon Non High Altitude
 Hardware Options: Cam-Action Lock, White
 Screen: Half Screen, InView™
 Performance Information: U-Factor 0.29, SHGC 0.25, VLT 0.46, CPD PEL-N-126-00998-00002, Performance Class LC, PG 30, Calculated Positive DP Rating 30, Calculated Negative DP Rating 30, Year Rated 08|11, Clear Opening Width 26.375, Clear Opening Height 33, Clear Opening Area 6.044271, Egress Meets Typical 5.7 sqft (E) (United States Only)
 Grille: GBG, No Custom Grille, 3/4" Contour, Traditional (2W1H / 2W1H), White, White
 Wrapping Information: Standard Fin, Factory Applied, No Exterior Trim, Pella Recommended Clearance, Perimeter Length = 208".


For more information regarding the finishing, maintenance, service and warranty of all Pella® products, visit the Pella® website at www.pella.com

Line #	Location:	Attributes			
15	None Assigned	Impervia, Sash Set, Fixed, 24.5 X 38, White	<u>Item Price</u>	<u>Qty</u>	<u>Ext'd Price</u>
			\$491.43	2	\$982.86
	 <p>Viewed From Exterior Rough Opening: 25" X 38.5"</p>	<p>PK # 2138</p> <p>1: Non-Standard Size Non-Standard Size Fixed Casement Frame Size: 24 1/2 X 38 General Information: Standard, Duracast®, Block, Foam Insulated, 3 1/4", 1 5/16", 1 15/16" Exterior Color / Finish: White Interior Color / Finish: White Glass: Insulated Dual Low-E Advanced Low-E Insulating Glass Argon Non High Altitude Performance Information: U-Factor 0.27, SHGC 0.27, VLT 0.50, CPD PEL-N-276-00568-00001, Performance Class LC, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 60, Year Rated 11 Grille: GBG, No Custom Grille, 3/4" Contour, Traditional (2W1H), White, White Wrapping Information: Standard Fin, Factory Applied, No Exterior Trim, Pella Recommended Clearance, Perimeter Length = 125".</p>			

Line #	Location:	Attributes			
20	None Assigned	Impervia, Double Hung, 30.5 X 51.5, White	<u>Item Price</u>	<u>Qty</u>	<u>Ext'd Price</u>
			\$643.59	2	\$1,287.18
	 <p>Viewed From Exterior Rough Opening: 31" X 52"</p>	<p>PK # 2138</p> <p>1: Non-Standard Size Non-Standard Size Double Hung, Equal Frame Size: 30 1/2 X 51 1/2 General Information: Standard, Duracast®, Block, Foam Insulated, 3", 1 5/16", 1 11/16" Exterior Color / Finish: White Interior Color / Finish: White Glass: Insulated Low-E Advanced Low-E Insulating Glass Argon Non High Altitude Hardware Options: Cam-Action Lock, White Screen: Half Screen, InView™ Performance Information: U-Factor 0.29, SHGC 0.25, VLT 0.47, CPD PEL-N-126-00998-00004, Performance Class LC, PG 30, Calculated Positive DP Rating 30, Calculated Negative DP Rating 30, Year Rated 08 11, Clear Opening Width 26.375, Clear Opening Height 22, Clear Opening Area 4.029514, Egress Does not meet typical United States egress, but may comply with local code requirements Grille: GBG, No Custom Grille, 3/4" Contour, Traditional (2W1H / 2W1H), White, White Wrapping Information: Standard Fin, Factory Applied, No Exterior Trim, Pella Recommended Clearance, Perimeter Length = 164".</p>			

Line #	Location:	Attributes				
25	None Assigned	 <p>Viewed From Exterior Rough Opening: 36" X 52"</p>	<p>PK # 2138</p> <p>Impervia, Double Hung, 35.5 X 51.5, White</p> <p>1: Non-Standard Size Double Hung, Equal Frame Size: 35 1/2 X 51 1/2 General Information: Standard, Duracast®, Block, Foam Insulated, 3", 1 5/16", 1 11/16" Exterior Color / Finish: White Interior Color / Finish: White Glass: Insulated Low-E Advanced Low-E Insulating Glass Argon Non High Altitude Hardware Options: Cam-Action Lock, White Screen: Half Screen, InView™ Performance Information: U-Factor 0.29, SHGC 0.25, VLT 0.47, CPD PEL-N-126-00998-00004, Performance Class LC, PG 30, Calculated Positive DP Rating 30, Calculated Negative DP Rating 30, Year Rated 08 11, Clear Opening Width 31.375, Clear Opening Height 22, Clear Opening Area 4.793403, Egress Does not meet typical United States egress, but may comply with local code requirements Grille: GBG, No Custom Grille, 3/4" Contour, Traditional (2W1H / 2W1H), White, White Wrapping Information: Standard Fin, Factory Applied, No Exterior Trim, Pella Recommended Clearance, Perimeter Length = 174".</p>	<u>Item Price</u>	<u>Qty</u>	<u>Ext'd Price</u>
				\$677.37	1	\$677.37

Line #	Location:	Attributes				
30	None Assigned	 <p>Viewed From Exterior Rough Opening: 36 - 1/2" X 74"</p>	<p>PK # 2138</p> <p>Impervia, Double Hung, 36 X 73.5, White</p> <p>1: Non-Standard Size Non-Standard Size Double Hung, Equal Frame Size: 36 X 73 1/2 General Information: Standard, Duracast®, Block, Foam Insulated, 3", 1 5/16", 1 11/16" Exterior Color / Finish: White Interior Color / Finish: White Glass: Insulated Tempered In Bottom Sash Only Low-E Advanced Low-E Insulating Glass Argon Non High Altitude Hardware Options: Cam-Action Lock, White Screen: Half Screen, InView™ Performance Information: U-Factor 0.29, SHGC 0.25, VLT 0.46, CPD PEL-N-126-00998-00002, Performance Class LC, PG 30, Calculated Positive DP Rating 30, Calculated Negative DP Rating 30, Year Rated 08 11, Clear Opening Width 31.875, Clear Opening Height 33, Clear Opening Area 7.304688, Egress Meets Typical 5.7 sqft (E) (United States Only) Grille: GBG, No Custom Grille, 3/4" Contour, Traditional (2W1H / 2W1H), White, White Wrapping Information: Standard Fin, Factory Applied, No Exterior Trim, Pella Recommended Clearance, Perimeter Length = 219".</p>	<u>Item Price</u>	<u>Qty</u>	<u>Ext'd Price</u>
				\$928.78	10	\$9,287.80

Line #	Location:	Attributes			
35	None Assigned	Impervia, Double Hung, 31 X 52, White	<u>Item Price</u>	<u>Qty</u>	<u>Ext'd Price</u>
			\$643.59	1	\$643.59
		 <p>Viewed From Exterior Rough Opening: 31 - 1/2" X 52 - 1/2"</p> <p>PK # 2138</p> <p>1: Non-Standard Size Non-Standard Size Double Hung, Equal Frame Size: 31 X 52 General Information: Standard, Duracast®, Block, Foam Insulated, 3", 1 5/16", 1 11/16" Exterior Color / Finish: White Interior Color / Finish: White Glass: Insulated Low-E Advanced Low-E Insulating Glass Argon Non High Altitude Hardware Options: Cam-Action Lock, White Screen: Half Screen, InView™ Performance Information: U-Factor 0.29, SHGC 0.25, VLT 0.47, CPD PEL-N-126-00998-00004, Performance Class LC, PG 30, Calculated Positive DP Rating 30, Calculated Negative DP Rating 30, Year Rated 08 11, Clear Opening Width 26.875, Clear Opening Height 22.25, Clear Opening Area 4.152561, Egress Does not meet typical United States egress, but may comply with local code requirements Grille: GBG, No Custom Grille, 3/4" Contour, Traditional (2W1H / 2W1H), White, White Wrapping Information: Standard Fin, Factory Applied, No Exterior Trim, Pella Recommended Clearance, Perimeter Length = 166".</p>			

Thank You For Your Interest In Pella® Products

PELLA WARRANTY:

Pella products are covered by Pella's limited warranties in effect at the time of sale. All applicable product warranties are incorporated into and become a part of this contract. Please see the warranties for complete details, taking special note of the two important notice sections regarding installation of Pella products and proper management of moisture within the wall system. Neither Pella Corporation nor the Seller will be bound by any other warranty unless specifically set out in this contract. However, Pella Corporation will not be liable for branch warranties which create obligations in addition to or obligations which are inconsistent with Pella written warranties.

Clear opening (egress) information does not take into consideration the addition of a Rolscreen [or any other accessory] to the product. You should consult your local building code to ensure your Pella products meet local egress requirements.

Per the manufacturer's limited warranty, unfinished mahogany exterior windows and doors must be finished upon receipt prior to installing and refinished annually, thereafter. Variations in wood grain, color, texture or natural characteristics are not covered under the limited warranty.

INSYNCTIVE PRODUCTS: In addition, Pella Insynctive Products are covered by the Pella Insynctive Products Software License Agreement and Pella Insynctive Products Privacy Policy in effect at the time of sale, which can be found at [Insynctive.pella.com](https://www.pella.com). By installing or using Your Insynctive Products you are acknowledging the Insynctive Software Agreement and Privacy Policy are part of the terms of sale.

Notice of Collection of Personal Information: We may collect your personal information when you interact with us. Under the California Consumer Privacy Act (CCPA), California residents have specific rights to request this information, request to delete this information, and opt out of the sharing or sale of this information to third parties. To learn more about our collection practices and your rights under the CCPA please visit our link <https://www.pella.com/california-rights-policy/> at [pella.com](https://www.pella.com).

ARBITRATION AND CLASS ACTION WAIVER ("ARBITRATION AGREEMENT")

YOU and Pella and its subsidiaries and the Pella Branded Distributor AGREE TO ARBITRATE DISPUTES ARISING OUT OF OR RELATING TO YOUR PELLA PRODUCTS (INCLUDES PELLA GOODS AND PELLA SERVICES) AND WAIVE THE RIGHT TO HAVE A COURT OR JURY DECIDE DISPUTES. YOU WAIVE ALL RIGHTS TO PROCEED AS A MEMBER OR REPRESENTATIVE OF A CLASS ACTION, INCLUDING CLASS ARBITRATION, REGARDING DISPUTES ARISING OUT OF OR RELATING TO YOUR PELLA PRODUCTS. You may opt out of this Arbitration Agreement by providing notice to Pella no later than ninety (90) calendar days from the date You purchased or otherwise took ownership of Your Pella Goods. To opt out, You must send notice by e-mail to pellawebsupport@pella.com, with the subject line: "Arbitration Opt Out" or by calling (877) 473-5527. Opting out of the Arbitration Agreement will not affect the coverage provided by any applicable limited warranty pertaining to Your Pella Products. For complete information, including the full terms and conditions of this Arbitration Agreement, which are incorporated herein by reference, please visit www.pella.com/arbitration or e-mail to pellawebsupport@pella.com, with the subject line: "Arbitration Details" or call (877) 473-5527. D'ARBITRAGE ET RENONCIATION AU RECOURS COLLECTIF ("convention d'arbitrage") EN FRANÇAIS SEE [PELLA.COM/ARBITRATION](https://www.pella.com/arbitration). DE ARBITRAJE Y RENUNCIA COLECTIVA ("acuerdo de arbitraje") EN ESPAÑOL VER [PELLA.COM/ARBITRATION](https://www.pella.com/arbitration).

Seller shall not be held liable for failure or delay in the performance of its obligations under this Agreement, if such performance is hindered or delayed by the occurrence of an act or event beyond the Seller's reasonable control (force majeure event), including but not limited to earthquakes, unusually severe weather and other Acts of God, fire, strikes and labor unrest, epidemics, riots, war, civil unrest, and government interventions. Seller shall give timely notice of a force majeure event and take such reasonable action to mitigate the impacts of such an event.

Product Performance Information:

U-Factor, Solar Heat Gain Coefficient (SHGC), and Visible Light Transmittance (VLT) are certified by the National Fenestration Rating Council (NFRC).

For more information regarding the finishing, maintenance, service and warranty of all Pella® products, visit the Pella® website at www.pella.com

Manufacturer stipulates that these ratings conform to applicable NFRC procedures for determining whole product performance. NFRC ratings are determined for a fixed set of environmental conditions and a specific product size. NFRC does not recommend any products and does not warrant the suitability of any product for any specific use.

Design Pressure (DP), Performance Class, and Performance Grade (PG) are certified by a third party organization, in many cases the Window and Door Manufacturers Association (WDMA). The certification requires the performance of at least one product of the product line to be tested in accordance with the applicable performance standards and verified by an independent party. The certification indicates that the product(s) of the product line passed the applicable tests. The certification does not apply to mulled and/or product combinations unless noted. Actual product results will vary and change over the products life.

For more performance information along with information on Florida Product Approval System (FPAS) Number and Texas Dept. of Insurance (TDI) number go to www.pella.com/performance.

TERMS & CONDITIONS:

TERMS AND CONDITIONS:

1. **EXPIRATION DATE OF PROPOSAL:** Proposals are valid for 14 days from proposal date.
2. **PERFORMANCE:** All promises of shipment are estimated as closely as possible and our best efforts are used in every case to ship within the time promised, but there is no guarantee to do so. Seller shall not be liable for any direct, indirect or consequential damage or loss caused by delay in shipment. The Customer represents they have reviewed the local building ordinances and the material being ordered and its intended use comply with local building ordinances.
3. **CAUSES BEYOND OUR CONTROL:** Seller shall not be responsible for default, damage, loss or delay in performance due to labor trouble, fires, accidents, floods or other causes beyond its reasonable control, or due to shortages of material or transportation, beyond its reasonable control including but not limited to failures resulting from war, national or local emergency, riots, governmental priorities, embargoes, and like conditions and regulations.
4. **GLAZING:** Attention is directed to the Consumer Product Safety Act and the Federal Regulation for "Architectural Glazing Materials (16 CFR 1201)" THIS LAW SPECIFIES WHERE THE USE OF TEMPERED GLASS IS MANDATORY. In any instances of claims arising from the use of non-tempered glass, it will be the sole liability of the customer who receives the glass as specified in our Proposal that the use of such non-tempered glass is in compliance with all applicable laws, and that this glass will be used only in areas in which non-tempered glass is allowable.
5. **MATERIAL HOLD:** If the customer requests delivery of the product beyond fourteen (14) days of the customer's delivery date, the customer, at Pella Gateway's election, will pay 3% of the order value, or \$50.00 per month warehousing charge, whichever is greater.
6. **TAXES:** Any sales, excise, processing or any other direct tax imposed upon the Seller for the sale or application of materials supplied in accordance with this Proposal shall be added to the Proposal price.
7. **CONSEQUENTIAL DAMAGE:** Seller shall not be liable for any direct or indirect or consequential damage or loss for any reasons, including but not limited to: any defect or defects in materials, improper installation, or breakage, bursting or leaking.
8. **ACCEPTANCE OF WORKS AND MATERIALS:** The Customer shall inspect all material immediately upon delivery. All work performed and materials supplied under this Proposal shall be deemed to comply with all terms of the Proposal unless Seller is notified in writing to the contrary within five (5) days following delivery.
9. **EXTRAS:** The terms of this Proposal shall apply to any extras or change orders requested by the Customer for this job.

For more information regarding the finishing, maintenance, service and warranty of all Pella® products, visit the Pella® website at www.pella.com

10. **CANCELLATION POLICY:** Because these products are custom manufactured for your order, a cancellation fee equal to 100% of the selling price will be assessed for changes after contract acceptance.
11. **PURCHASE PRICE FOR NON ACCOUNT CUSTOMERS :** All service orders must be paid IN FULL at the time the order is placed. Sales orders that total \$5,000 or less must be paid IN FULL at the time the order is placed. For orders that exceed \$5,000, fifty percent (50%) deposit is due at the signing of the contract (non-refundable after order placement) with the balance immediately due before delivery of the product or upon substantial completion of the work if Pella Gateway is contracted for install services.
- Substantial completion of work has occurred when the delivered products have been installed per the contract. Items such as missing or broken parts, and service adjustments will not prevent a job from "substantial completion of work". Once installation has been substantially completed, payment in full of the outstanding balance is due under the terms of this agreement. All replacement parts, punch list items, damaged products, warranty work or other remedial items will be performed by Seller within a reasonable time after Buyer's written notice to Seller. None of these items will extend the payment terms. Substantial completion of work will still be considered complete even if replacement parts, damaged product, punch list items, warranty work or other remedial items need to be performed by Seller.
 - It is the responsibility of the Buyer or Buyer's designated agent, to be present during installation to accept the work and workmanship and to pay the balance due.
12. **PAYMENT TERMS FOR ACCOUNT CUSTOMERS IN GOOD STANDING:** Unless otherwise agreed, terms are Net 30 days from date of shipment, no discount, no retainage. There are no other understandings between the parties other than as set forth herein. All communications either verbal, or written, made prior to the date of this proposal are hereby abrogated and withdrawn.
13. **INTEREST:** Customer agrees to pay a service charge of 1.5% per month on the outstanding balance for which payment has not been received after 30 days from the invoice date
14. **DEFAULTS:** If the customer fails to pay pursuant to the terms of this accepted Proposal, the Customer agrees to pay all reasonable attorney's fees and costs including but not limited to (court costs, deposition costs, transcript costs, expert witness fees, process fees and sheriff's fees) incurred by Seller to obtain collection. Customer agrees the law of the State of South Dakota shall control any and all disputes between Customer and Company. Customer waives its right to a trial by jury on any claim or dispute between the parties.
15. **WARRANTY:** Product warranty is only valid for product installed per manufacture's installation specifications, which include, but not limited to, level, plumb, square, proper flashing, backer rod, caulk and water redundancies followed. Failure to adhere to manufacturer's installation specifications will void the Warranty. This contract is required to be paid in full to enact said warranty. Pella Products are covered by Pella's limited warranties in effect at the time of the sale. Please visit the Pella Website at www.pella.com <<http://www.pella.com>> for further information.
16. **BRANCH PREFINISH AGREEMENT**
- [] Option 1 - Same Day Approval - (no fee) Customer understands that there may be variation in wood species and Pella Gateway will stain as close as possible. Customer to provide sample. This option is possible on orders \$7,500 or less.
- [] Option 2 - \$400 for custom matching and sample production and is required with custom sample approval. Please note this is a one-time per order fee for the initial order only. Additional terms below.
- [] Option 3 - Customer provided Sherwin Williams Paint Code - if a finish other than semi gloss is requested please note this.

Color Selected: _____.

Terms for Option 3: A Sample of the desired color is required (existing trim piece is required at the time of installation verification) If stain is provided from a customer a sample must still be created and approved. A Pella Gateway generated custom color will be created for sign off approval by the customer. If the customer is unsatisfied with the custom color, a maximum of two attempts will be made. If an agreement cannot be made Pella Gateway will not finish the order and you will not be charged for the price of staining or painting the order.

Because wood is a natural product; each window, trim piece, or door will display its own personality with regards to variation in species, color, texture and grain pattern. Natural wood variations include, but are not limited to; distinctive grain patterns or unusual shadings in color. You have been shown a color sample board in the color of your choosing that shows some, but not all of the possible variations that can occur when staining/painting wood. Prefinish services are covered under the standard labor warranty of 2 years from the date of sale. Labor for product over 2 years will be chargeable.

The person executing this agreement has authority to bind the customer and is authorized by the customer to enter into the terms and conditions of this contract.

For more information regarding the finishing, maintenance, service and warranty of all Pella® products, visit the Pella® website at www.pella.com

Customer Name (Please print)

Pella Sales Rep Name (Please print)

Customer Signature

Pella Sales Rep Signature

Date

Date

Order Totals	
Taxable Subtotal	\$20,011.12
Sales Tax @ 6.5%	\$1,300.72
Non-taxable Subtotal	\$0.00
Total	\$21,311.84
Deposit Received	\$0.00
Amount Due	\$21,311.84