

PRESERVATION COMMISSION MEETING

Tuesday, September 19, 2023 at 5:30 PM

Glen Rose City Hall, Council Chambers,
201 NE Vernon, Glen Rose, TX 76043



AGENDA

City Hall will be open to the public.

Citizens can view or listen live by tuning in to the following Zoom.com webinar:

Meeting ID: 860 0138 4742 • Passcode 963627 • or dial 1-346-248-7799

CALL TO ORDER

Pledge of Allegiance, Roll Call

CONSENT AGENDA

1. Consider approval of minutes from August 9, 2023 Historic Preservation Commission Meeting
2. Consider approval of minutes from August 15, 2023 Historic Preservation Commission Meeting

INDIVIDUAL ITEMS FOR CONSIDERATION

3. Discussion, consideration and possible action regarding a Certificate of Appropriateness Application as submitted by Rex Miller for 404 Paluxy St
4. Discussion, consideration and possible action regarding a Certificate of Appropriateness Application as submitted by Sue McDonald for 706 NE Barnard St
5. Discussion, consideration and possible action regarding a Certificate of Appropriateness Application as submitted by Danielle Harris for 115 Elm St

ADJOURNMENT

In accordance with the Americans with Disabilities Act, persons who need accommodation to attend or participate in the is meeting should contact the City Secretary's office at (254) 897-2272 x 102 at least 48 hours prior to the meeting to request such assistance.

CERTIFICATION

I, the undersigned authority, do hereby certify that this NOTICE OF MEETING was posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located at the entrance of the City of Glen Rose City Hall, a place convenient and readily accessible to the general public, as well as to the City's website at www.glenrosetexas.org and said notice was posted on the following date and time: **Friday, September 15, 2023, on or before 5:00 PM** and remained posted for at least two hours after said meeting was convened.

Jodi Holtz

Jodi Holthe
Building, Planning Code Enforcement Department

Certification of NOTICE OF MEETING was removed on: _____ at _____ am/pm

by _____ . _____



CITY COUNCIL AGENDA ACTION FORM

AGENDA DATE:	9/19/23		
AGENDA SUBJECT:	Consider approval of minutes from August 9, 2023 Historic Preservation Commission Meeting		
PREPARED BY:	Building/Planning/Code Enforcement Assistant Holthe	DATE SUBMITTED:	9/7/23
EXHIBITS:			
BUDGETARY IMPACT:	Required Expenditure:		\$00.00
	Amount Budgeted:		\$00.00
	Appropriation Required:		\$00.00
CITY ADMINISTRATOR APPROVAL:			
SUMMARY:			
RECOMMENDED ACTION:	Move to approve or deny as presented.		

Minutes
Preservation Commission – City of Glen Rose
August 9, 2023

Call to Order – Chairperson, Ann Carver, called the meeting to order at 3:00 p.m.

1. Pledge of Allegiance
2. Roll call and verification of quorum – by Chairperson. Members: Ann Carver, Scott Cole, Karen Braswell and Linda McCaffrey in attendance. Also present: Larry Allen and Jodi Holthe. A quorum is present.

Workshop

Scott and Karen presented two new inspection report forms which were reviewed and reworked into one form. The “Informational Guide” prepared by Scott will be kept and used in the future. Discussion regarding pictures being utilized during inspections. Building Official will attempt to find a storage mechanism for pictures to be uploaded. Revised Historical Resource Inventory Inspection Report and “Informational Guide” to be brought back at the next meeting for discussion.

Ann Carver, Chairperson: Having no further business before the board, this meeting is adjourned at 3:41 p.m.

Chairperson Historic

Preservation Officer



CITY COUNCIL AGENDA ACTION FORM

AGENDA DATE:	9/19/23		
AGENDA SUBJECT:	Consider approval of minutes from August 15, 2023 Historic Preservation Commission Meeting		
PREPARED BY:	Building/Planning/Code Enforcement Assistant Holthe	DATE SUBMITTED:	9/7/23
EXHIBITS:			
BUDGETARY IMPACT:	Required Expenditure:		\$00.00
	Amount Budgeted:		\$00.00
	Appropriation Required:		\$00.00
CITY ADMINISTRATOR APPROVAL:			
SUMMARY:			
RECOMMENDED ACTION:	Move to approve or deny as presented.		

Minutes
 Preservation Commission - City of Glen Rose, Texas
 August 15, 2023

Call to Order – Chairperson, Ann Carver, called the meeting to order at 5:30 p.m.

1. Pledge of Allegiance
2. Roll call and verification of quorum – by Chairperson. Members: Ann Carver, Scott Cole, Karen Braswell, Linda McCaffrey, Melinda Patrick in attendance. Also present: Larry Allen, Wayne McKethan and Jodi Holthe. A quorum is present.

Consent Agenda

1. Consider approval of minutes from July 18, 2023 Historic Preservation Commission Meeting. Motion to approve by Karen Braswell, seconded by Melinda Patrick. Approved 5/0.

Individual Items for Consideration

1. Discussion, consideration and possible action regarding a Certificate of Appropriateness Application as submitted by Jose Torres (La Vita Restaurant) for 114 Walnut St. Neighbor Mr. Garnett will be paying for the gutters as it is causing damage to both his building and to La Vita. Email and pictures were presented. Mr. Garnett was available by phone and advised that the type of gutter to be used will be galvanized metal as is currently on the building. Karen Braswell nominated Ann Carver. Motion by Linda McCaffrey, second by Karen Braswell. Approved 5/0.

2. Discussion, consideration and possible action regarding a Certificate of Appropriateness Application as submitted by Tammy Ray (Somervell County) for 106 Cedar St. Proposed repairs were reviewed to include MVAC, roof leaks repaired using the same materials, repaint using existing color, replacement of screens, windows, doors, replacement of rotted wood and cleanup of landscaping. Motion by Scott Cole, second by Karen Braswell. Approved 5/0.

3. Discussion, consideration and possible action regarding the revised Historical Inspection Sheet and Informational Guide. Motion by Scott Cole, second by Ann Carver. Approved 5/0.

Ann Carver, Chairperson: Having no further business before the Board, the meeting was adjourned at 5:57 p.m.

Chairperson Historic

Preservation Officer



CITY COUNCIL AGENDA ACTION FORM

AGENDA DATE:	09/19/2023		
AGENDA SUBJECT:	Discussion, consideration and possible action regarding a Certificate of Appropriateness Application as submitted by Rex Miller for 404 Paluxy St		
PREPARED BY:	Building/Planning/Code Enforcement Assistant Holthe	DATE SUBMITTED:	08/29/2023
EXHIBITS:			
BUDGETARY IMPACT:	Required Expenditure:		\$00.00
	Amount Budgeted:		\$00.00
	Appropriation Required:		\$00.00
CITY ADMINISTRATOR APPROVAL:			
SUMMARY:			
RECOMMENDED ACTION:	Move to approve or deny as presented.		

Staff Use Only
Date Received: 8/29/23

Item 3.

CITY OF GLEN ROSE

Code Enforcement Office

254-897-9373

Fax: 254-897-7989

CERTIFICATE OF APPROPRIATENESS APPLICATION

Completed package must be received at least three weeks prior to the next scheduled Board meeting in order to be placed on the agenda for review and vote. Attach additional description pages to give full details, if needed.

Property Owner		Applicant/Tenant/Owner's Representative	
Name	Rex Miller & Lis Miller	Name	Rex Miller
Address	76043 404 PALUXY ST. GLEN ROSE TX	Address	
Phone	214-498-3055	Phone	
Email	REX@REXMILLER.COM	Email	

Property Address	SAME	Legal Description	
Present Use	RESIDENCE & MEETING SPACE	Built Circa	FENCE 1920s - HOUSE 1919
Proposed Use	REPLACE ROTTEN PEARL POST FENCE WITH A NEW ONE	Current Zoning	

Architect or Contractor Name JUAN MARTINEZ CONSTRUCTION

Address _____ Phone _____

Proposed Work/Design Description REPLACE BROKEN FENCE WITH NEW FENCE

I'VE INCLUDED A VIDEO (SENT VIA EMAIL)

<input type="checkbox"/> Scale Drawings with Dimensions Attached	<input checked="" type="checkbox"/> Photos Attached	<input type="checkbox"/> Current	<input checked="" type="checkbox"/> Historic
<input type="checkbox"/> Material Sample(s) Attached	<input type="checkbox"/> Rendering of Signage Attached		

I hereby certify that this information is correct to the best of my knowledge, and that the said work will be done in conformance with all submissions herein set forth and in compliance with the City of Glen Rose's Historic District Ordinances and Building Codes. I understand that falsifying information may result in nullification of this request.

Owner's Signature _____ Applicant's Signature _____

Denied Approved Conditions _____

X _____ X _____ X _____
Preservation Board Chair Preservation Board Officer City Building Official

THIS IS NOT A BUILDING PERMIT AUTHORIZING ANY CONSTRUCTION OR REMODELING. CONTACT THE CODE ENFORCEMENT OFFICE PRIOR TO THE START OF ANY WORK. THIS COA BECOMES NULL AND VOID OF AUTHORIZED WORK IS NOT COMMENCED WITHIN 180 DAYS.



CITY COUNCIL AGENDA ACTION FORM

AGENDA DATE:	09/19/2023		
AGENDA SUBJECT:	Discussion, consideration and possible action regarding a Certificate of Appropriateness Application as submitted by Sue McDonald for 706 NE Barnard St		
PREPARED BY:	Building/Planning/Code Enforcement Assistant Holthe	DATE SUBMITTED:	08/29/2023
EXHIBITS:			
BUDGETARY IMPACT:	Required Expenditure:		\$00.00
	Amount Budgeted:		\$00.00
	Appropriation Required:		\$00.00
CITY ADMINISTRATOR APPROVAL:			
SUMMARY:			
RECOMMENDED ACTION:	Move to approve or deny as presented.		

CERTIFICATE OF APPROPRIATENESS APPLICATION

Completed package must be received at least three weeks prior to the next scheduled Board meeting in order to be placed on the agenda for review and vote. Attach additional description pages to give full details, if needed.

Property Owner	Applicant/Tenant/Owner's Representative
Name <u>SUE A. McDONALD</u>	Name <u>Same</u>
Address <u>G.R. TX 76043</u> <u>706 NE. BARNARD ST</u>	Address
Phone	Phone
Email	Email

Property Address <u>FRUIT SUBDIVISION</u> <u>SAME</u> <u>LOTS 1+2</u>	Legal Description
Present Use <u>RESIDENCE</u>	Built Circa
Proposed Use <u>RESIDENCE</u>	Current Zoning

Architect or Contractor Name GLEN ROSE OUTDOOR LIVING ^{owned by} HERSHY & SONS

Address 255 HCR 4115 ITASCA TX 76055 & Phone 817-774-1005

Proposed Work/Design Description 10x20 deck already Built

<input type="checkbox"/> Scale Drawings with Dimensions Attached	<input checked="" type="checkbox"/> Photos Attached	<input type="checkbox"/> Current	<input type="checkbox"/> Historic
<input type="checkbox"/> Material Sample(s) Attached	<input type="checkbox"/> Rendering of Signage Attached		

I hereby certify that this information is correct to the best of my knowledge, and that the said work will be done in conformance with all submissions herein set forth and in compliance with the City of Glen Rose's Historic District Ordinances and Building Codes. I understand that falsifying information may result in nullification of this request.

Owner's Signature Sue McDonald Applicant's Signature Same

Denied Approved Conditions _____

X _____ X _____ X _____
 Preservation Board Chair Preservation Board Officer City Building Official

THIS IS NOT A BUILDING PERMIT AUTHORIZING ANY CONSTRUCTION OR REMODELING. CONTACT THE CODE ENFORCEMENT OFFICE PRIOR TO THE START OF ANY WORK. THIS COA BECOMES NULL AND VOID OF AUTHORIZED WORK IS NOT COMMENCED WITHIN 180 DAYS.

Re: Ms. Sue McDonalds deckIrene Miller <irene.glenroseoutdoors@gmail.com>

Tue 9/12/2023 11:04 AM

To: Jodi Holthe <jodi.holthe@glenrosetexas.org>

📎 2 attachments (4 MB)

20230911_144514.jpg; 20230911_144458.jpg;

Hello, Ms. Jodi.

I don't know why my email isn't sending more than 2 pix at a time, so I apologize for how scattered they are.

Ms. Sue's deck does NOT have a roof, although the one behind it can give the illusion of one.

As I stated earlier, this deck falls well within the specs she gave me; at least 20" (this ones 22"+) from each corner, and no wider than her existing one. So the deck she bought is a 10x20 with Danish brown stain.

It also falls into the historical category of being massively solidly built, vs. the flimsy-ness of so many modern things.

Her current deck is badly out of level and has warping boards. Our deck will be installed with proper leveling.

If you have any questions, feel free to ask!

Regards

Irene Miller

GlenRose Outdoor Living

On Tue, Sep 12, 2023, 10:39 AM Irene Miller <irene.glenroseoutdoors@gmail.com> wrote:

On Tue, Sep 12, 2023, 10:37 AM Irene Miller <irene.glenroseoutdoors@gmail.com> wrote:

On Tue, Sep 12, 2023, 10:31 AM Irene Miller <irene.glenroseoutdoors@gmail.com> wrote:

On Tue, Sep 12, 2023, 10:30 AM Irene Miller <irene.glenroseoutdoors@gmail.com> wrote:



Item 4.





Galaxy S23
September 11, 2023 2:44 PM



Galaxy S23
September 11, 2023 2:45 PM



Galaxy S23
September 12, 2023 10:11 AM



Galaxy S23
September 12, 2023 10:11 AM





Galaxy S23
September 12, 2023 10:10 AM



255 HCR 4115
Itasca, TX 76055
Phone: 817-774-1005
Email: hershy@ernypeople.net

ORDER FORM Item 4.

Salesperson	Irene Miller
Date	September 11, 2023
Estimated Delivery Date	
Contract #	2394464099

DELIVERY ADDRESS

Address	706 NE Barnard St
City, State, Zip	Glen Rose, TX 76043-4900
County	

CUSTOMER

Name	Sue McDonald
Email	sister_sue@swbell.net
Primary Phone	254-269-0078

BILLING ADDRESS

Address	706 NE Barnard St
City, State, Zip	Glen Rose, TX 76043-4900

STRUCTURE

Size	10x20 brown lot inventory
Style	10x20 lot stock
Material/Roof Material	Wood/No Roof
Roof/Siding/Trim Colors	----/----/
Serial Number	2394464099
Height	----
Deck Stain	----

ITEMIZATION

1	Hershy and Sons #2394464099	\$4,353.00
	10x20 brown lot inventoryx----- 10x20 lot stock ----/----/----- Wood/No Roof	
1		\$0.00
TOTAL PRETAX COST		\$4,353.00

NOTES

Is there a fence around your property?	No
Do you have concerns about access?	No
10x20 danish brown lot inventory	

LAWN, LANDSCAPE & PROPERTY WAIVER By signing below, I understand and agree that Russellville Rentals LLC and Hershy and Sons assume no responsibility for damage to the lawn, landscape, or any property that may occur during the delivery process. In addition, I guarantee that I will or have received permission to use and assume responsibility for any damage to the adjacent lawn, lawns, landscapes, or property that will be used to affect the delivery of the above products. I, the customer, am responsible for any code restraints or permits. The manufacturer is not responsible for the warping, cracking, or splitting of wood. Additional terms and conditions may apply based on the product being purchased, or the financing option used.

10X20 deck -
is at least 22"
from each end of
house, & the same
width as existing
deck
Irene Miller

~~Does not include vertical posts & crossbars for windows on side~~
Sue A. McDonald
Date Signed: 09/11/2023



P.O. Box 120, Woodleaf, NC 27054
 Phone: 855-250-1524
 Fax: 704-748-0048
 office@russellvillere rentals.net

Contract # 2394464099
 Contract Date 09/11/2023

Item 4.

Customer Name Sue McDonald Primary Phone 254-269-0078
 Additional Customer N/A Secondary Phone N/A
 Email sister_sue@swbell.net

Physical Address 706 NE Barnard St Mailing Address (same as physical address)
 City Glen Rose State TX City N/A State N/A
 Zip Code 76043-4900 County N/A Zip Code N/A County N/A
 Country US Sales Tax Rate 8.25%

Reference (not living at same address) Name: Cathrine Reiber Phone: 214-437-7811

RENTAL-PURCHASE AGREEMENT – TEXAS

In this Agreement, "we," "us," and "our" means Russellville Rentals LLC as Lessor. "You" and "your" means the person(s) signing this Agreement as the Lessee/Rental Customer. "Agreement" means this Rental-Purchase Agreement. "Property" means the rental Property described below.

DISCLOSURES

The following information is hereby disclosed to you pursuant to the Texas Rental-Purchase Agreement statutes, V.T.C.A., Bus. & C. § 92.001, et seq., and is to be considered a part of the terms and conditions of this Agreement.

1. Description of Property:

Size <u>10x20 brown lot inventory</u>	Roof Material <u>No Roof</u>	Material <u>Wood</u>
Style <u>10x20 lot stock</u>	Roof Color <u>----</u>	Original Manufacturer <u>Hershy and Sons</u>
Condition <u>New</u>	Siding Color <u>----</u>	Serial Number <u>2394464099</u>
(if used, note condition) <u>N/A</u>	Trim Color <u>----</u>	Term Length <u>48 months</u>

2. Cash Price (not including sales tax) as of the date of this Agreement \$4,353.00 *Taxes are subject to changes in the tax rate.

3. Customer Reserve Account (Optional): If you choose, you can reduce the amount of your monthly rental payment by depositing money into your Customer Reserve Account ("CRA"). You can apply funds in your CRA to your early purchase option (Item 8). If you return the Property, we will refund to you within 20 days the funds in your CRA less any amount you owe us as of the date of return of the Property. If you deposit \$0.00 into your CRA, this will reduce your rental payment as shown below:

Rental Payment <i>Without</i> CRA	<u>\$181.38</u>	, + sales tax	<u>\$14.96</u>	, + LDW	<u>\$0.00</u>	, = TOTAL	<u>\$196.34</u>
Rental Payment <i>With</i> CRA	<u>\$181.38</u>	, + sales tax	<u>\$14.96</u>	, + LDW	<u>\$0.00</u>	, = TOTAL	<u>\$196.34</u>

4. Initial Payment: Payment required at the commencement of this Agreement.

a. Initial Rental Payment	<u>\$181.38</u>
b. Initial Sales Tax	<u>\$14.96</u>
c. Liability Damage Waiver (Optional)	<u>\$0.00</u>
d. Security Deposit	<u>\$196.34</u>
e. Customer Reserve Account (Optional)	<u>\$0.00</u>
f. Zone Haul Fee (Optional)	<u>\$0.00</u>
g. Total Initial Payment	<u>\$392.68</u>

Contingent on approval by Glen Rose Preservation Board
 Rene Meller
 via Cash at Dealer

5. Rental Term and Payment Schedule: This Agreement is for an initial term of one (1) month. After the initial term, you have three options: (a) renew this Agreement for terms of one (1) month by making rental payments in advance for each month you desire to keep the Property; (b) purchase the Property (see Item 8); or (c) voluntarily surrender or return the Property to us, in good repair, reasonable wear and tear excepted, along with any past due rental payments and other charges as of the date of return.

6. Late Fee/Reinstatement Fee: If you fail to make a renewal payment within seven (7) days after the renewal date, you must pay a late fee of \$10.00.

7. Cost to Acquire Ownership: If you renew this Agreement each month for 48 months (including initial payment) and otherwise comply with this Agreement, we will apply the balance in your Customer Reserve Account, plus sales tax, and you will own the Property. You will have paid a Total Cost of \$8,706.00. This Total Cost does not include Liability Damage Waiver, sales tax, late fees/reinstatement fees, returned check fees, pickup and/or redelivery fees, or any other fees associated with default. You should read this Agreement for an explanation of those fees.

Customer Signature: Sue A McDonald Date Signed: 09/11/2023

- 8. **Early Purchase Option:** At any time after payment of the initial payment, you may obtain ownership of the Property by paying 50% of the difference between the Total Cost, set forth in paragraph 7 and the total amount of rental payments paid on your account (exclusive of taxes, reinstatement fees, and other charges).
- 9. **Loss of or Damage to the Property:** We do not carry insurance on the Property, and you are responsible for the Property if it is lost, stolen, damaged in excess of normal wear and tear, or destroyed. In such case, your liability will not exceed the fair market value of the Property as of the time it is lost, stolen, damaged, or destroyed. The maximum amount for which you are liable is \$4,353.00. You shall obtain and maintain during the term of this Agreement, at your expense, property insurance in an amount at least equal to the cash price of the Property (shown in paragraph (2) listed on page 1) which shall insure against loss, theft, damage, or destruction of the Property. You are responsible for maintaining the Property in good condition while it is in your possession, such that the Property shall be in good working order and protected from damage beyond normal wear and tear. You are not required to purchase said insurance from us or from any insurer owned or controlled by us. The insurance must be in your name and we must be shown as additional insured and loss payee. You can cover some of your liability by choosing our optional LDW (see item 13).
- 10. **Warranty:** If any part of the manufacturer's express warranty covers the Property at the time you acquire ownership of the Property, the warranty shall be transferred to you, if allowed by the terms of the warranty.
- 11. **Other Charges:** The total of payments does not include other charges such as:

a. Late Fees/Reinstatement Fee	<u>\$10.00</u>
b. Liability Damage Waiver (Optional)	<u>\$8.00</u>
c. Returned Check Fees	<u>\$30.00</u>
- 12. **No Ownership during Lease Term:** The Property is owned by Russelville Rentals LLC. You will not obtain ownership of the Property until you have made the number of payments and the total of payments necessary to acquire ownership or exercise your early purchase option. This Agreement is not to be construed as a security interest in the Property described in paragraph (1).
- 13. **Loss Damage Waiver "LDW" (Optional):** This contract offers an optional loss damage waiver for an additional charge to cover your responsibility for loss of or damage to the Property. You do not have to purchase this coverage. Before deciding whether or not to purchase this loss damage waiver, you may consider whether your homeowners' or casualty insurance policy affords you coverage for loss of or damage to rental property and the amount of the deductible you would pay under your policy. A LDW is not insurance. If you choose this option, by paying a monthly fee of \$8.00, you will not be liable for loss of or damage to the Property from fire, storm, flood, or other acts of God, provided you have paid all payments owed and the monthly LDW fee. Unless you exercise the early purchase option, set forth in paragraph 8, or you fail to timely pay rental payments, you will pay a total amount of \$0.00 over the 48 month term of this Agreement. The LDW EXCLUDES the following: (1) loss or damage to the Property that is caused by an unexplained disappearance or abandonment of the Property; (2) damage that is intentionally caused by you; and (3) damage that results from your willful or wanton misconduct.

By your initial iam you decline coverage.

- 14. **Security Deposit:** When you sign this Agreement, you shall pay us a security deposit in the amount of \$196.34 to be held by us as security for your performance of all terms of this Agreement, including, but not limited to, payment of charges related to the pickup and/or redelivery. When this Agreement expires, we will return the security deposit to you, without interest, within 20 days, less any amounts that you still owe us for past due charges. Such deposit (or such part thereof as has not been applied to remedy your default) shall be refunded only on the expiration of the terms of this Agreement if you have not been late on rental payments for more than 3 times, and if all of your obligations have been performed or discharged and you exercise your option to purchase. We may from time to time use the proceeds of your deposit to apply toward any breach you have made regarding the terms of this Agreement, and in the event of such application, upon our demand, you shall restore the deposit to its original amount. **Optional Zone Haul Fee:** If utilized, you agree that one half of this zone haul fee goes to the driver to deliver this item and the other half equal to the amount of \$0.00, will be held as a non-refundable deposit. In the event you decide to obtain ownership (Item 7 or 8) it will be applied towards payoff.
- 15. **Termination:** You may terminate this Agreement without penalty by voluntarily surrendering or returning the Property to us in good repair, ordinary wear and tear excepted, upon expiration of any lease term along with any past due rental payments.
- 16. **Reinstatement:** If you fail to make a timely rental payment you have the right to reinstate this Agreement without losing any rights or options previously acquired, if you return or voluntarily surrender the Property to us within 15 days after the date the payment was due. If the Property is returned to us, other than through judicial process, within 15 days after the date payment was due, the reinstatement period shall be extended for a period of not less than thirty (30) days after the date of the return of the Property.

Customer Signature: Sue A McDonald Date Signed: 09/11/2023

- 17. **Use of the Property and Alterations:** Without written consent from Russellville Rentals LLC, you shall not permit the Property altered in any way, including the construction of shelves, and/or benches, the addition of equipment and/or accessories, the connection of utilities of any type, or the placing of signs on the Property. You shall not permit the Property to be tied to or otherwise affixed to any real estate in such a manner that the same cannot be removed without damage to the Property.
- 18. **Contents:** We will not be liable to you or to anyone else for any loss of or damage to any contents located in the Property. If this Agreement terminates for any reason, you agree to remove all contents before returning it to us or before our retrieval of the Property. We will not be responsible to you or to anyone else for any loss of, damage to, or destruction of any contents in the Property resulting from pickup of the Property after this Agreement terminates for any reason. We will not be responsible for any contents that are still in the Property when we retrieve it. If the Property is not empty when we recover it, we will hold the contents at your sole risk for 15 days for you to claim them. After that, contents in Property will be considered abandoned by you and become our property and it will be our responsibility to dispose of or discard them at our expense.
- 19. **Access to Deliver or Collect Property:** You agree not to, in any way, restrict us, our agents and/or independent contractors from lawful access to the Property. You specifically grant to us, our agents and/or independent contractors specific right of entry onto your real property during the initial delivery of said Property and during retrieval of such Property, whether such pickup is at your request or caused by your default.
- 20. **Our Right to Examine Property:** We shall have the right to examine and inspect the Property at all reasonable times. We shall have the right to lawfully remove the Property and detach any accessories added to the Property necessary in the event of non-payment and/or default under the terms of this Agreement. This Agreement constitutes written authorization for us to lawfully enter upon your real property and take any reasonable means necessary to detach any accessories added and retrieve the Property, if pickup can be accomplished without breach of the peace. The Property shall be kept at the address listed on page 1 as your address. The Property may not be moved from that address without our written consent, which consent shall not be unreasonably withheld. By signing this Agreement, you also authorize any person having an interest in the real property upon which the Property is located, including, but not limited to landlords, owners, and/or co-owners, the right to enter said real property for the purpose of assisting us in pickup of the Property, if pickup can be accomplished without breach of the peace.
- 21. **Limitations on Liability:** Notwithstanding anything contained in this Agreement to the contrary, we shall not be liable to you or to any other person, entity, or corporation by reason of the loss of, damage to, or destruction of any contents contained from time to time in the Property, unless such loss, damage, or destruction is due to our and/or our agent(s) or employee(s) willful misconduct or gross negligence. In the event, and whether or not such loss, damage, or destruction of the contents kept in the Property is due to our and/or our agent(s), employee(s), or otherwise, willful misconduct or gross negligence, then our liability shall not exceed the value of the Property. In this regard, you warrant and guarantee to us that you will not place or store in the Property anything in excess of the said limit of liability and to do so will be at your sole peril. You waive, to the maximum extent permitted by law, any right of recovery against us for damage caused by us, or our agents or assigns, to your real or personal property which may occur during the delivery or pickup of the Property.
- 22. **Additional Costs in the Event of Breach of Contract:** In the event that we shall incur costs and expenses in enforcing the terms of this Agreement because of your breach or by any agent, servant, or employee of yours, we shall recover from and you shall pay to us, all of our costs and expenses by reason thereof, including but not limited to court costs, reasonable attorney's fees, and costs of collection. In the event that you default in complying with the terms of this Agreement and we take action to retrieve the Property, and you then pay the amount in arrears, you agree to pay us \$100.00 plus all other amounts you owe as reimbursement for our expenses.
- 23. **Condition of Property:** If you accept delivery of the Property, you agree that you have examined the Property, know the condition thereof, and you agree to lease the Property in "as is" condition and that we have made no representations, warranties, or promises of any kind or nature, either expressed or implied, as to the condition, quality, suitability, or fitness or purpose of the Property.
- 24. **Notice to Owner of Real Property:** Prior to the delivery of the Property, you shall give notice of our ownership interest in the Property to any and all persons having an interest in the real property upon which the Property is to be located, including but not limited to landlords, owners, and/or co-owners. You also consent to us providing written and/or telephone notice to such persons.
- 25. **Bankruptcy:** To the fullest extent permitted by law, you agree this Agreement shall be construed as an executory contract as defined by the United States Bankruptcy Code and Rules, as amended from time to time.
- 26. **Severability:** If any provision of this Agreement is invalid, illegal, or incapable of being enforced by reason of any rule of law, public policy or otherwise, the provision shall be severed, and all remaining provisions of this Agreement shall nevertheless remain in full force and effect.

Customer Signature: Sue A McDonald Date Signed: 09/11/2023

- 27. **Consent to Contact You about Your Account:** You agree that we may contact you by telephone at any telephone number associated with your account, including any wireless telephone number, which could result in charges to you, in order for us to service your account or to collect any amounts you may owe. We may also contact you via text message or e-mail to any cellular telephone number and/or address you provide to us. Methods of contact may include using pre-recorded/artificial voice messages and/or the use of an automatic dialing device.
- 28. **Authorization to Gather Information:** In the event you are in default of this Agreement, you agree that we may gather, verify, and assimilate information, both public and nonpublic, concerning you, for the purpose of collecting any outstanding balance on your account with us. We may use any type of credit reporting agency, tracing service provider, social media, cell phone, land line telephone, text or email, and automated telephone calling in connection with our efforts to collect upon your outstanding obligation under this Agreement.
- 29. **Class Action Waiver:** The parties specifically consent and agree that any claims arising out of or relating to this Rental-Purchase Agreement must be brought by you in an individual capacity and not as a plaintiff or class member in any class or representative action.
- 30. **Forum Selection Clause:** You specifically agree that all claims against us must be brought exclusively in Rowan County, North Carolina, the site of our home office. You expressly waive any right to bring any claims against us in any other jurisdiction or venue.
- 31. **Forbidden Acts:** You cannot sell, mortgage, pawn, pledge, encumber, or dispose of the Property. You cannot move the Property from the address above without our consent. If we consent, you must pay all costs of the move. You cannot assign your rights in this Agreement without our prior written consent. Each of these acts is a breach of this Agreement.
- 32. **AGREEMENT TO SUBMIT TO BINDING ARBITRATION:** If a dispute arises under this Rental-Purchase Agreement, the parties will initially attempt to resolve the dispute through friendly consultation, directly or through counsel. If the dispute is not resolved within a reasonable period, either party may bring suit against the other in a civil court unless any matter(s) have a demand for damages in excess of over \$20,000.00, in which case both parties agree the claims must be submitted to binding arbitration as governed by the Federal Arbitration Act, and pursuant to the rules established by the Judicial Arbitration and Mediation Services, Inc. (JAMS), or any other mutually agreed arbitration association. **BY VOLUNTARILY SIGNING THIS AGREEMENT YOU GIVE UP YOUR RIGHTS TO TRIAL BY JURY UNLESS YOU OPT OUT.**

HOW TO OPT OUT: If you do not want to arbitrate any dispute(s) with us, you must notify us in writing at our address on page (1) no later than thirty (30) days after the date of this Agreement.

- 33. **Entire Agreement:** This Agreement and all other documents signed contemporaneously with this Agreement is the parties' entire Agreement and may not be changed except in writing signed by both parties.
- 34. **By executing this Agreement, you acknowledge and agree that:**
 - a. You have read and understand this Agreement;
 - b. You have been given a signed and legible copy of this Agreement with all blanks filled in;
 - c. You will remit monthly rental payments to our assigns should we exercise our right to assign this Agreement to a third party.

NOTICE TO THE CUSTOMER: DO NOT SIGN THIS AGREEMENT BEFORE YOU READ ALL OF IT OR IF IT CONTAINS BLANK SPACES. YOU ARE ENTITLED TO A COPY OF THE AGREEMENT YOU SIGN.

I hereby affirm that all statements made herein are true, factual and complete to the best of my knowledge and are made for the purpose of this Agreement. By execution of my signature below, I agree to be bound by the terms and conditions of this Agreement. I ACKNOWLEDGE I HAVE RECEIVED A LEGIBLE COPY OF THIS AGREEMENT AND DISCLOSURES.

Customer Signature: Sue A McDonald Date Signed: 09/11/2023
 Additional Customer Signature: N/A Date Signed: N/A

Recurring Payments

Item 4.

I, N/A, authorize Russellville Rentals LLC to charge my bank account or credit/debit card indicated below for a total of N/A on the N/A of each month for payment of my rental contract.

Account Type	N/A	Card Type	N/A
Name on Account	N/A	Card No:	N/A
Bank Name	N/A	Card Exp. Date:	N/A
Account Number	N/A	Card Billing Zip Code:	N/A
Routing Number	N/A		

I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify Russellville Rentals LLC in writing at the above address of any changes in my account information or termination of this authorization at least 15 days prior to the next billing date. If the above noted periodic payment dates fall on a weekend or holiday, I understand that the payment may be executed on the next business day. I understand that because this is an electronic transaction, these funds may be withdrawn from my account as soon as the above noted periodic transaction dates. In the case of an ACH transaction being rejected for Non-Sufficient Funds (NSF) I understand that Russellville Rentals LLC may at its discretion attempt to process the charge again within 30 days and agree to an additional \$30.00 charge for each attempt returned NSF which will be initiated as a separate transaction from the authorized recurring payment. I acknowledge that the origination of ACH transactions to my account must comply with the provision of U.S. law. I agree not to dispute this recurring billing with my bank as long as the transactions correspond to the term's authorization form.

Paperless Billing Authorization

Accept Please send my monthly invoices and any other correspondence about my account to the email address shown above.

Manufacturer Name Hershy and Sons Estimated Delivery Date (Subject to change) N/A
 Dealership Glen Rose Outdoors Salesperson Irene Miller
 Customer Signature: Sue A McDonald Date Signed: 09/11/2023



CITY COUNCIL AGENDA ACTION FORM

AGENDA DATE:	09/19/2023		
AGENDA SUBJECT:	Discussion, consideration and possible action regarding a Certificate of Appropriateness Application as submitted by Danielle Harris for 115 Elm St		
PREPARED BY:	Building/Planning/Code Enforcement Assistant Holthe	DATE SUBMITTED:	09/14/2023
EXHIBITS:			
BUDGETARY IMPACT:	Required Expenditure:		\$00.00
	Amount Budgeted:		\$00.00
	Appropriation Required:		\$00.00
CITY ADMINISTRATOR APPROVAL:			
SUMMARY:			
RECOMMENDED ACTION:	Move to approve or deny as presented.		

CITY OF GLEN ROSE Code Enforcement Office 254 897-9373 Fax: 254 897-7989

CERTIFICATE OF APPROPRIATENESS APPLICATION

Completed package must be received at least three weeks prior to the next scheduled Board meeting in order to be placed on the agenda for review and vote. Attach additional description pages to give full details, if needed.

Property Owner		Applicant/Tenant/Owner's Representative	
Name	<u>Catherine Vaughn</u>	Name	<u>Danielle Harris</u>
Address		Address	
Phone		Phone	
Email		Email	
Property Address		Legal Description	
<u>115 Elm St. Glen Rose</u>			
Present Use	<u>Retail clothing and related items</u>	Built Circa	<u>2002</u>
Proposed Use	<u>"</u>	Current Zoning	<u>Commercial</u>

Architect or Contractor Name _____

Address _____ Phone _____

Proposed Work/Design Description install 3'x5' vinyl banner in window front

<input type="checkbox"/> Scale Drawings with Dimensions Attached	<input type="checkbox"/> Photos Attached	<input type="checkbox"/> Current	<input type="checkbox"/> Historic
<input type="checkbox"/> Material Sample(s) Attached	<input type="checkbox"/> Rendering of Signage Attached		

I hereby certify that this information is correct to the best of my knowledge, and that the said work will be done in conformance with all submissions herein set forth and in compliance with the City of Glen Rose's Historic District Ordinances and Building Codes. I understand that falsifying information may result in nullification of this request.

Owner's Signature Catherine Vaughn Applicant's Signature _____

Denied Approved Conditions Shir

X _____ X _____ X _____
 Preservation Board Chair Preservation Board Officer City Building Official

THIS IS NOT A BUILDING PERMIT AUTHORIZING ANY CONSTRUCTION OR REMODELING. CONTACT THE CODE ENFORCEMENT OFFICE PRIOR TO THE START OF ANY WORK. THIS COA BECOMES NULL AND VOID OF AUTHORIZED WORK IS NOT COMMENCED WITHIN 180 DAYS.

1:25



Item 5.



danielle.1.pdf

