



LANDMARK COMMISSION BOARD MEETING

Wednesday, October 20, 2021 – 5:00 PM

109 North Kaufman Street, Mount Vernon, Texas 75457

AGENDA

Call to Order and announce a quorum is present

Consent Agenda

1. Consider and Act upon approval of February 10, 2021 Minutes

Public Comments

Old Business

Confirm quarterly meeting schedule and regular meeting dates if there are items to review.

New Business

2. Consider and Act upon Certificate of Appropriateness application for property located at 111 Olive Street, Mt. Vernon.

Board Comments and Suggestions

Dan & Myrna Hoke new construction Lake at English Street (SW corner of intersection);
Pure Hope Foundation, Ryan Morris-Exec Dir 309 E Main St. (first house on south side E of Spur 423)
Khaun Truong, 622 Holbrook St. (NW corner at Tolbert St), Ledbetter Construction.
Jon & Crystal Copeland short term rentals 201 Dallas St
Maria Domine 310 S Kaufman St

Committee Training Session:

Recognizing historical sites & know the ones we have.

How are we designed to operate?

Adjournment

Lillie Bush-Reves
Lillie Bush-Reves - Chairman

Attest

Kathy Lovier
Kathy Lovier - City Secretary
Posted October 15, 2021 @ 5pm

STATE OF TEXAS
COUNTY OF FRANKLIN
CITY OF MOUNT VERNON

The Mount Vernon Landmark Commission met Wednesday, February 10, 2021, available via zoom.

Present:

- Lillie Bush-Reves – Chair
- Ralph Robertson
- Pat Wright
- Charlotte Rogers
- Favi Campbell
- Carolyn Teague, HPO

Not Present

- Billy Jordan
- BF Hicks

Visitors: Rose Males via phone

Chairperson Bush-Reves called the meeting to order at 5:15 pm and Ms. Teague confirmed a quorum was present. Chair Bush-Reves introduced and welcomed our new members, Favi Campbell and Chrlotte Rogers. After giving the board a few minutes to review documents, she asked for a motion on the accepting the minutes. Three minor changes were made and HPO Teague said she would make corrections for the record. Commissioner Wright made a motion to accept the minutes with corrections and the motion was seconded by Chair Bush-Reves. The motion carried.

HPO Teague introduced Rose Males and she talked with the Commission about her plans for improvements on the house at 203 English Street. She proposed adding a roof dormer facing east, and adding tapered Craftsman style columns across the front of the house. The Commission was in agreement that these changes would be a nice improvement. Commissioner Wright made a motion to approve the COA as presented and the motion was seconded by Commissioner Robertson. The motion carried by unanimous vote.

Commissioner Wright expressed her thanks to Ms. Males for her improvements to the neighborhood.

Commissioner Robertson made a motion to adjourn the meeting which was seconded by Chair Bush-Reves. The meeting was adjourned.

Respectfully submitted,
Carolyn Teague, HPO

*mailed
10-13-2021*

CITY OF MOUNT VERNON
CERTIFICATE OF APPROPRIATENESS
APPLICATION

APPLICANT OR REPRESENTATIVE MUST BE PRESENT TO BE CONSIDERED FOR APPROVAL.

"No person shall carry out any construction, reconstruction, alteration, restoration, rehabilitation, or relocation of any historical landmark or any property within a historic district, nor shall any person make any material change in the lighting fixtures, signs, sidewalks, fences, steps, paving, or other exterior elements visible from a public right-of-way which affect the appearance and cohesiveness of any historical landmark or any property within a historic district. No such action shall be commenced without first obtaining a certificate of appropriateness for proposed new construction to ensure compatibility with the existing historic resources of the district (Ordinance 2009-03, Section 7, pg 7)."

APPLICATION REQUIREMENTS

Prior to the commencement of any work requiring a certificate of appropriateness the owner shall file an application for such certificate with the Landmark Commission. The application shall contain:

- o Name of applicant (owner) Patricia Hargan
- o Address 111 Olive St.
903 573-0940 - Mt. Vernon, TN 37545
- o Telephone Numbers
(903) 573-0940
- o Detailed description of proposed work (please use back side of the application if more space is needed)
No detailed description work needed
a portable carport

- o Location and photograph of the property and adjacent properties (historical photographs may be required by the Landmark Commission and should be submitted in advance of such request as a matter of courtesy)

Photograph enclosed

- o Elevation drawings of the proposed changes, if available (please attach to application if available)
- o Samples of materials to be used
- o If the proposal includes signs or lettering, a scale drawing showing type of lettering to be used, all dimensions and colors, a description of materials to be used, method of illumination (if any), and a plan showing the sign's location on the property
- o Any other information which the Landmark Commission may deem necessary in order to visualize the proposed work

Time Line of Application/Procedures of approval, denial and appeal

Before any building permit shall be approved in historical districts required by Ordinance 2009-03, the Landmark Commission shall review the application at a regularly scheduled meeting within thirty (30) days from the date the application is received, at which time an opportunity will be provided for the applicant to be heard.

The Commission shall approve, deny, or approve with modifications to the permit within thirty (30) days after the review meeting.

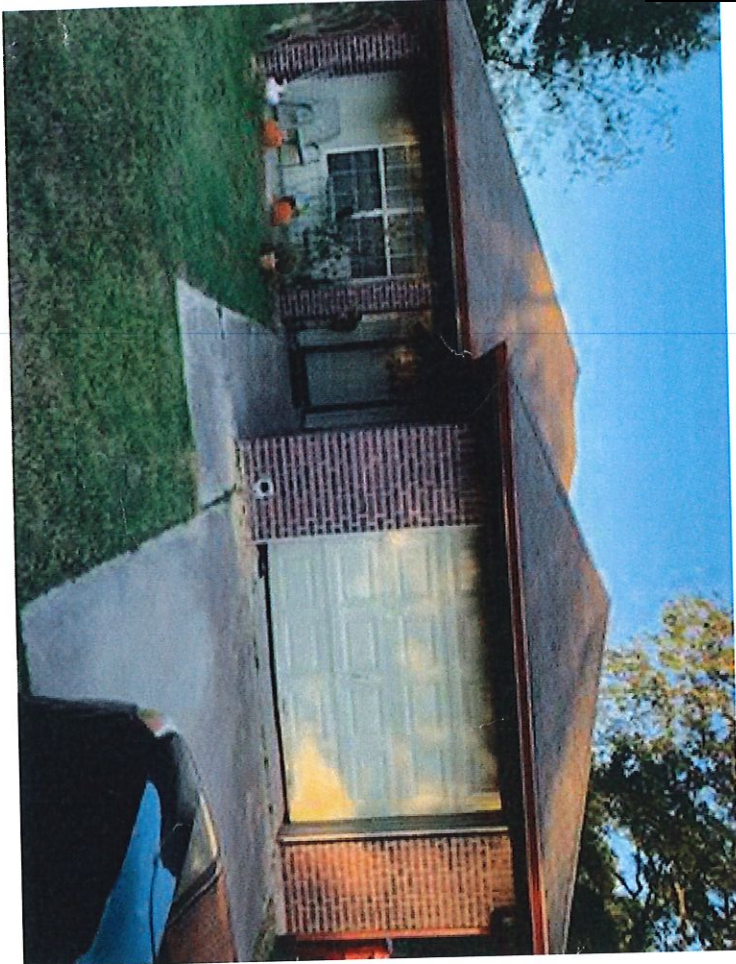
In the event the Commission does not act within thirty (30) days of the receipt of the application, a building permit may be granted.

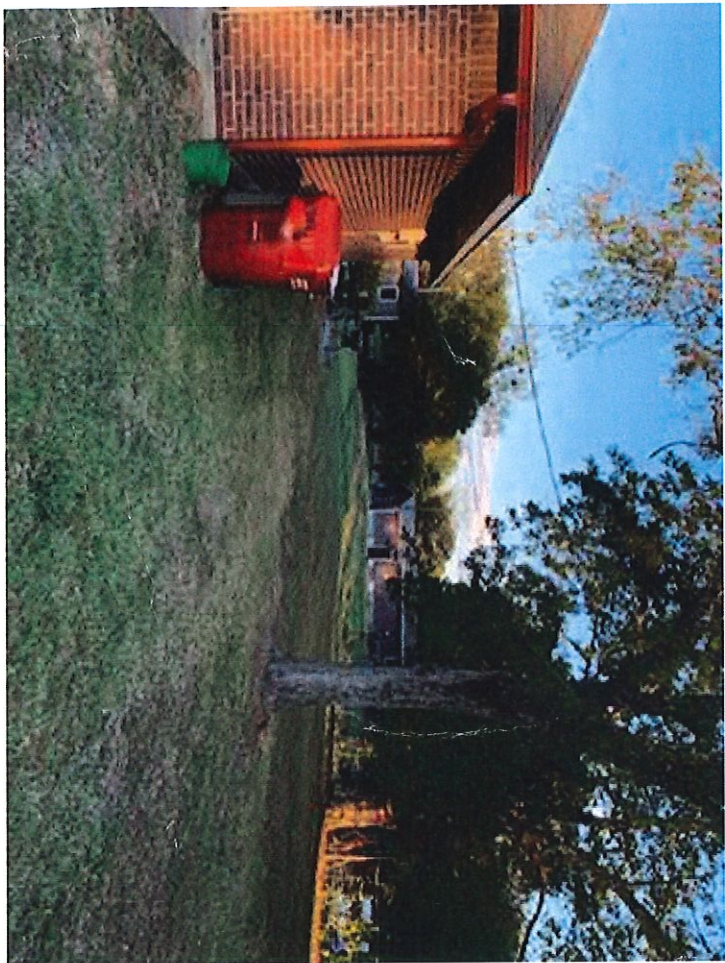
An applicant for a certificate of appropriateness dissatisfied with the action of the Landmark Commission relating to the issuance or denial of a certificate of appropriateness shall have the right to appeal to the City Council within thirty (30) days after receipt of notification of such action.

REQUIREMENTS FOR APPROVAL OF CERTIFICATE OF APPROPRIATENESS

1. Every reasonable effort shall be made to adapt the property in a manner which requires minimal alteration of the building, structure, object, or site and its environment.
2. The distinguishing original qualities or character of a building, structure, object, or site and its environment shall not be destroyed. The removal or alteration of any historic material or distinctive architectural features should be avoided when possible.
3. All buildings, structures, objects, and sites shall be recognized as products of their own time. Alterations that have no historical basis and which seek to create an earlier appearance shall be discouraged.
4. Changes which may have taken time place in the course of time are evidence of the history and development of a building, structure, object, or site and its environment. These changes may have acquired significance in their own right, and this significance shall be recognized and respected.
5. Distinctive stylistic features or examples of skilled craftsmanship which characterize a building, structure, or site shall be kept when possible.
6. Deteriated architectural features shall be repaired rather than replaced, wherever possible. In the event replacement is necessary, the new material should reflect the material being replaced in composition, design, color, texture, and other visual qualities. Repair or replacement of missing architectural features should be based on accurate duplications of features, substantiated by historical, physical, or pictorial evidence rather than on conjectural designs or the availability of different architectural elements from other buildings or structures
7. The surface cleaning of structures shall be undertaken with the gentlest means possible. Sandblasting and other cleaning methods that will damage the historic building materials shall not be undertaken
8. Every reasonable effort shall be made to protect and preserve archeological resources affected by, or adjacent to, any project
9. Contemporary design for alterations and additions to existing properties shall not be discouraged when such alterations and additions to existing properties shall not be discouraged when such alterations and additions do not destroy significant historical, architectural, or cultural material, and such design is compatible with the size, scale, color, material, and character of the property, neighborhood, or environment
10. Whenever possible, new additions or alterations to buildings, structures, objects, or sites shall be done in such a manner that if such additions or alterations were to be removed in the future, the essential form and integrity of the building, structure, object, or site would be unimpaired.

Date complete application was received





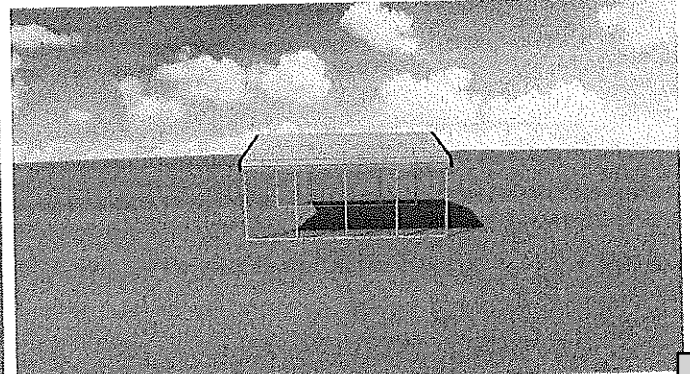
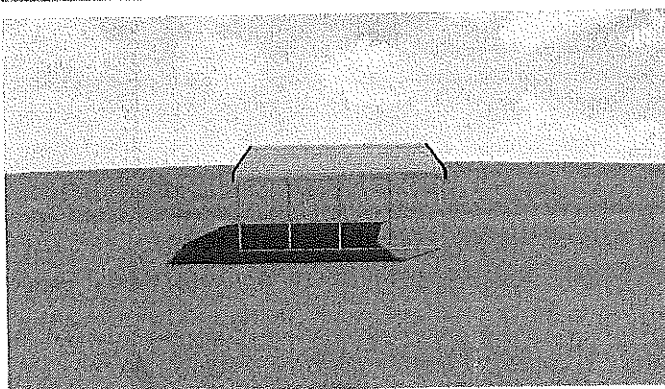
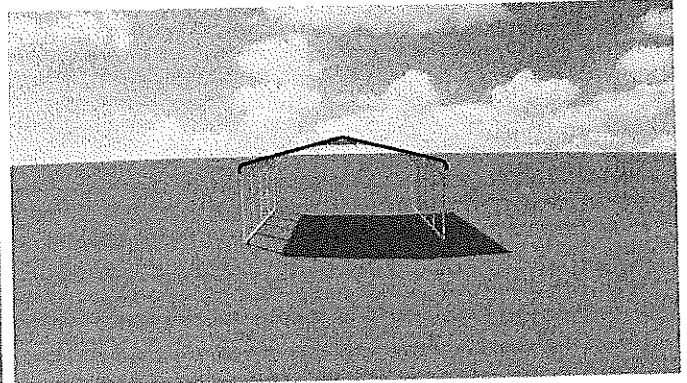
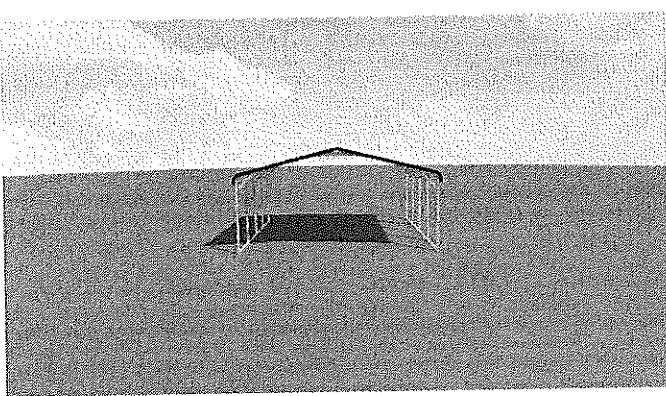


+1-877-272-8276

sales@steelbuildingsandstructures.com

ORDER REFERENCE #	ORDER DATE	BUILDING TYPE
3dcfdb9-e74a-4657-9e0f-119f0082d282	Oct. 5, 2021, 12:42 p.m.	Carport

CUSTOMER INSTALLATION	PHONE	EMAIL	ADDRESS
CUSTOMER BILLING	PHONE	EMAIL	ADDRESS
DEALER	PHONE	EMAIL	ADDRESS
CUSTOMER NOTES	DEALER NOTES		



Item 2.

SIZE	GAUGE	ROOF TYPE	CERTIFIED	SURFACE	ELECTRICITY	PANEL ORIENTATION
20x21x7	14	regular	not-certified	Dirt	No	side-horizontal
ROOF COLOR	END COLOR	SIDE COLOR	TRIM COLOR	WAINSCOT COLOR	COLORED SCREWS	
Slate Blue	Clay	Clay	Burgundy		No	

MAIN SECTION			
ELEMENT	ITEM	DESCRIPTION	PRICE
Roof	Dimensions	20x21	\$2120.00
Legs	Height	7' single	\$75.00
SUBTOTAL			\$2195.00
TAXES			\$0.00
DEPOSIT TOTAL (DUE NOW)			\$0.00
DELIVERY TOTAL (DUE ON DELIVERY)			\$2195.00
FINAL TOTAL			\$2195.00

CUSTOMER SIGNATURE	DATE	DEALER/MANUFACTURER SIGNATURE	DATE

2195
 148.16

2343.16

2-3 week
 Delivery

263.40 up front

This purchase agreement (the "Agreement") is made by and between Safeguard Metal Buildings, Inc. ("SMB"), a North Carolina Corporation and the Buyer. Buyer agrees, after being fully educated about SMB's various products, include the fourteen (14) gauge, twelve (12) gauge, non-certified, and certified units, to buy, and SMB agrees to sell, pursuant to the terms listed in this Agreement described above. Buyer has read and understands the terms of this agreement, including the terms and conditions contained at the bottom of this document, which terms are expressly incorporated herein by reference, as well as any and all relevant warranty information and agrees to be bound by same.

Terms, Conditions, and Warranties

1. SMB shall have the right to correct any errors made by any party in regard to pricing and/or sales tax. Prices for orders placed on hold will only be guaranteed for a 90 calendar day period. If an order is on hold for more than 90 days, customer may be subject to a price increase that equals SMB's current pricing at the time of delivery/installation.
2. Lot must be level prior to installation, otherwise unit may be installed "as is" and any and all warranties will be void.
3. Buyer is aware of SMB's various products and warranties, without limitation the following:
 - a. Standard (Non-certified) Units - This unit is built according to the manufacturer's specifications and industry standards, but will not likely be available for a building permit in certain areas. Inquire for warranty information.
 - i. Standard Fourteen (14) Gauge Unit - The fourteen (14) gauge unit references the tubing thickness used on the framing. Those units are constructed with 2 1/2" x 2 1/2" square tubing. Inquire for warranty information.
 - ii. Standard Twelve (12) Gauge Unit - The twelve (12) gauge unit is constructed of more rigid 2 1/4" x 2 1/4" square tubing, which offers a higher tensile strength and thickness of material. Inquire for warranty information.
4. Certified Units - These units, available in fourteen (14) or twelve (12) gauge, are typically installed in areas that require building permits. Certified units are built according to engineer specifications and engineer blueprint/drawings.
5. Anchors - All units are secured with anchors that pass through the base rail of the frame and into the ground (concrete, asphalt, etc.) The base rail is affixed only to the installation surface with those anchors and the Buyer is aware of and understands and agrees that he/she may experience water leakage under the baserail.
 - i. Standard (Non-Certified) Units - These units are anchored with rebar anchors for ground installation or concrete wedge anchors for concrete installations. The rebar anchors are thirty-two inches (32") long but may be shortened in length when installing on difficult terrain. Mobile home (auger type) anchors are available for non-certified units at a small additional charge.
 - ii. Certified Units - The standard anchor for this unit is the mobile home (auger type) anchor for ground installations. We utilize concrete anchors for concrete installations. There is an additional charge for installing mobile home (auger type) anchors on asphalt.
6. Buyer is responsible for informing the Independent Installation Contractors of any underground cables, gas lines, utility hazards or relevant matters prior to commencement of installation. Buyer agrees to indemnify and hold SMB (the manufacturer) and the Dealer (seller) harmless for any damage done to submerged lines, pipes, cables, or other utility instrumentalities during installation.
7. Buyer shall be solely responsible for, and shall obtain, any and all necessary city, county, or state permits prior to commencement of installation. Buyer agrees to indemnify and hold SMB and the Dealer (seller) harmless for violation of any and all city and county ordinances or codes and/or covenants, set-backs and restrictions.
8. Payment Terms
 - a. Down Payment - Buyer shall pay the SMB Authorized Dealer a 10%-15% deposit based on the retail (before tax) purchase price. The Buyer shall not pay the SMB Authorized Dealer an amount exceeding the above mentioned deposit. In the event that Buyer pays an amount exceeding the above mentioned deposit, Buyer does so at his/her own risk, understanding that he/she is contractually obligated to remit the remaining eighty-five to ninety percent (85%-90%) of the purchase price as set forth below.
 - b. Balance - Buyer shall pay the remaining balance of eighty-five to ninety percent (85%-90%) to the installation crew on the date of installation. Payment may be made by check or money order to the crew. To pay the balance by credit card, call our office to process your payment toll free at 877-272-8276.
 - c. Excessive Down Payments - If Buyer pays more than the required deposit/down payment, at the time of the sale, SMB must receive those excessive funds from the SMB Authorized Dealer prior to installation.
 - d. Refunds - In the event Buyer cancels the order, Buyer will receive no refund of the down payment. Specifically, there are NO REFUNDS on special orders.
9. If Buyer alters the unit in any manner, including without limitation any interior or exterior modifications, installing electric or plumbing to the unit, all warranties shall be immediately void.
10. Buyer will pay an additional "labor charge" of not less than fifty dollars (\$50.00) if installers are required to dig, cut frame to level, transport materials more than fifty feet (50'), install on any wall or deck, or to install over any existing obstruction or structure. Buyer agrees to notify the SMB Authorized Dealer of any of these conditions at the time of the sale.
11. Buyer will pay a service charge of not less than 12% if installers cannot install the unit initially and the unit has to be reshipped due to any, but not limited to the following: Customer error, un-level installation site, concrete pad out of square, etc.
12. SMB and the SMB Authorized Dealer will not be liable to Buyer for punitive, indirect, incidental, special or consequential damages resulting from any defect or deficiencies in accepted items. For more specific terms, please contact us.
13. SMB and the SMB Authorized Dealer are not responsible for changes in delivery dates caused by circumstances beyond our control (weather, equipment breakdown, etc.). It is SMB Inc. intent to keep installation time frames to a minimum at all times, however, given that the weather is unpredictable and can vary from day to day, and state to state, thus we do not have an accurate way to predict dedicated leads times regardless of any statement made by any party in regard to lead times.
14. The Agreement shall be interpreted and construed according to, and governed by, the laws of the state of North Carolina. The parties hereto: (i) consent to submit itself to the personal jurisdiction of any state or federal court sitting in the County of Surry, State of North Carolina, in any action or proceeding arising out of or relating to this Agreement, (ii) agree that all claims in respect of such action or proceeding may be heard and determined in such court, (iii) agree that they shall not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, and (iv) agree not to bring any action or proceeding arising out of or relating to this Agreement in any other court. Each of the parties waive any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety, or other security that might be required of the other party with respect thereto.
15. The parties attest that this Agreement is the complete and exclusive statement of the agreement between the parties, and supersedes all prior written or oral communications, representations and agreements relating to the subject matter of this agreement. The terms of this Agreement, save and except the price term in the event of a pricing error/change order, may be modified or amended by a written instrument executed by the parties hereto.
16. It is the customer's responsibility to provide a telescoping lift for the installation of any unit 13 feet tall or taller if the unit includes a side entry, and is required for all units 15 feet tall and taller regardless of door placement.
17. It is the customer's responsibility to provide a telescoping lift on the day of installation for any unit 32' wide and wider regardless of the height.
18. Customer will be required to pay half of the retail balance on any unit \$15,000.00 and higher prior to the unit being manufactured.
19. Customer expressly agrees that the unit shall remain property of Safeguard Metal Buildings, Inc. until payment in full is received. Safeguard Metal Buildings Inc. hereby retains a purchase money interest in said building as set forth in Section 9 of the Uniform Commercial Codes enacted in the state where building is installed. Failure to pay will result in repossession of unit. This does not relieve the customer from liability for specific performance of the contract including legal fees and court costs, at the seller's option.
20. Safeguard Metal Buildings, Inc. strongly recommends any unit longer than 36' be purchased in the Vertical Roof, roof style configuration to avoid possible leaks and or rust at the overlap seam. Any unit that is purchased 37' long or longer will forfeit all warranties other than the workmanship warranty. The workmanship warranty on units that are 37' long or longer will be 30 days from the date of install.

Customer Initials: _____

This estimate is provided by Safeguard Metal Buildings. Using this estimate with any other company violates the terms and conditions of Safeguard Metal Buildings and will be subject to legal action.