

# **A G E N D A**

A regular meeting of the Board of Directors of the Tax Increment Reinvestment Zone No. 1 to be held on ***Wednesday, February 5, 2020 at 3:00 p.m.*** in the Council Chamber at City Hall, 401 S. Rogers, Waxahachie, Texas.

Members: David Hill, Chairman  
Jason Smith, Vice Chairman  
Coy Sevier  
Brad Yates  
Mike Lee  
Jane Vineyard  
Dusty Autrey

1. Call to Order
2. ***Public Comments:*** Persons may address the Tax Increment Reinvestment Zone No. 1 Board of Directors on any issues. This is the appropriate time for citizens to address the Board on any concern whether on this agenda or not. In accordance with the State of Texas Open Meetings Act, the Board may not comment or deliberate such statements during this period, except as authorized by Section 551.042, Texas Government Code.
3. Approval of minutes of the Tax Increment Reinvestment Zone No. 1 meeting of January 8, 2020
4. ***Consider*** funding for the Historical Freight Depot located at 421 S. College Street
5. ***Consider*** funding to repair Glenn's Carpet property located at 301 N. College Street
6. Adjourn

**The Board of Directors of the Tax Increment Reinvestment Zone No. 1 reserves the right to go into Executive Session on any posted item.**

This meeting location is wheelchair-accessible. Parking for mobility-impaired persons is available. Any request for sign interpretive services must be made forty-eight hours ahead of the meeting. To make arrangements, call the City Secretary at (469) 309-4005 or (TDD) 1-800-RELAY TX

## ***Notice of Potential Quorum***

***One or more members of the Waxahachie City Council may be present at this meeting.  
No action will be taken by the City Council at this meeting.***

Tax Increment Reinvestment Zone No. 1  
January 8, 2020

(3)

A regular meeting of the Board of Directors of the Tax Increment Reinvestment Zone No. 1 was held on Wednesday, January 8, 2020 at 3:00 p.m. in the Council Chamber at City Hall, 401 S. Rogers, Waxahachie, Texas.

Members Present: David Hill, Chairman  
Jason Smith, Vice Chairman  
Coy Sevier  
Brad Yates  
Dusty Autrey

Members Absent: Mike Lee  
Jane Vineyard

Others Present: Michael Scott, City Manager  
Albert Lawrence, Assistant City Manager  
Tommy Ludwig, Assistant City Manager  
Amber Villarreal, Assistant City Secretary

**1. Call to Order**

Chairman David Hill called the meeting to order.

**2. Public Comments**

None

**3. Reorganize the board**

**Action:**

*Mr. Jason Smith moved to appoint Mr. David Hill as Chairman.*

*Mr. David Hill moved to appoint Mr. Jason Smith as Vice Chairman.*

**4. Approval of minutes of the Tax Increment Reinvestment Zone No. 1 meeting of September 9, 2019**

**Action:**

*Mr. Dusty Autrey moved to approve the minutes of the Tax Increment Reinvestment Zone No. 1 meeting of September 9, 2019. Mr. Coy Sevier seconded, All Ayes.*

**5. Consider funding for parking lot repair for Covenant Life Church at 423 N. College**

Mr. Jon Bell presented a bid from On-site Construction in the amount of \$94,540.00 for parking lot repair for Covenant Life Church at 423 N. College. He explained he requested bids from additional contractors but only received one response. He requested TIRZ funding to repair the sinkhole in their parking lot due to allowing community events and parades to utilize their parking lot.

(3)

City Manager Michael Scott explained the drainage flows from Marvin Street and continues to Singleton Plaza where it empties into the creek. He noted he encouraged the church to request funding from TIRZ since the sinkhole is on private property and a non-profit organization. He recommended authorizing an amount not to exceed \$100,000.00 to cover additional expenses not in the proposal. Mr. Scott noted TIRZ has supported private property improvements to other non-profits downtown.

Mr. Brad Yates inquired about a city easement on the property and Mr. Scott noted there is no easement. He noted previous contributions to other projects were a partnership with the owners and not totally covered by TIRZ funds.

Mr. Coy Sevier expressed concern with utilizing taxpayer money to repair private property. He noted previous money spent was on private properties that pay taxes and allows TIRZ to have a return on their investment.

Vice Chairman Jason Smith asked how often people utilize the parking lot and Mr. Bell noted bi-weekly. Mr. Smith expressed his support that the repair would benefit the church as well as the public who use the parking lot during events and parades.

Mr. Mike Phillips, 423 N. College, Waxahachie, representing Covenant Life Church, explained the water line that runs under the parking lot was enhanced by the city many years ago and believes that the failure of that line has been the cause of the sinkhole.

Mr. Dusty Autrey asked if this is a permanent solution for the problem and Mr. Scott noted this is to repair the problem at hand but long term the line will need to be re-routed. Mr. Scott noted the city has already engaged engineers to begin the project.

Mr. Scott explained the city has funding limitations that do not allow repairs on private property and that is why the request was presented to TIRZ.

Chairman Hill noted as long as water continues to flow through the line erosion will continue and expressed his support to fix the sinkhole now to prevent injury or further damage.

The board discussed joint funding participation, possibly obtaining a city easement, and consequences to funding now versus funding at the time the city reroutes the water line.

**Action:**

*Chairman David Hill moved to approve funding up to \$100,000.00 for parking lot repair for Covenant Life Church at 423 N. College. Mr. Dusty Autrey seconded, the vote was as follows: Ayes: David Hill, Jason Smith, and Dusty Autrey. Noes: Coy Sevier and Brad Yates.*

***The motion carried.***

**6. Consider funding for Walk of Fame Stars fabrication and installation**

Ms. Amy Borders, Director of Communications and Marketing, requested funding for the Downtown Waxahachie Walk of Fame Stars not to exceed \$6,200.00. She explained the stars will be dedicated during the 2020 Crossroads of Texas Film and Music Festival April 23-26, 2020 and

(3)

will be located in the 100 block of S. College Street near the Pocket Park.

**Action:**

*Mr. Coy Sevier moved to approve funding in the amount not to exceed \$6,200.00 for two Walk of Fame Stars fabrication and installation. Mr. Brad Yates seconded, All Ayes.*

**7. Adjourn**

There being no further business, the meeting adjourned at 3:37 p.m.

Respectfully submitted,

Amber Villarreal  
Assistant City Secretary

# 421 S. College



(4)

# 421. S College Foundation Issues



(H)

# 421 S. College Foundation Issues



(4)

# 421 S. College

- Need is for \$19,200 for footings and \$119,284 for new foundation and raising the building by 18-24 inches out of flood plain

Total ask

\$138,484

(H)



(4)



# 421 S. College

- The Old “Domino” Freight depot for the Railroad has been there since the mid 1920’s
- 100% wooden structure
- Link between downtown and The Railyard Park
- Approved by HPC and ready for renovation.
  - >possible retail, restaurant location

(4)

# 421 S. College

## Financials

Current tax Value \$14,260 (\$96.92)

Projected value \$600,000 ( \$4,080)

Assumption: .68 City tax rate

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Sales Tax Revenue Calculation \$70,000 per month  
875 visits at \$85.00 per ticket , 29 per day  
\$651.00\* per month in sales tax revenue \$7810 per  
year.

Property tax annual contribution	\$4080
Sales tax Annual contribution	<u>\$7810*</u>
	\$11,890 TOTAL

( \* 025 of .0825 collected ) for local city sales tax contribution.

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# 421 S. Rogers

- \$150,000 TIRZ investment is paid back to the City in 12.6 Years

## DEC 1, 2019

DAJP HOLDINGS  
200 S. ELM  
Waxahachie, TX 75165

[illegible]

# ABACUS FOUNDATION REPAIR

### Pier & Beam / Block & Base Contract

CONTRACT # 11-463

Abacus Foundation Repair, LLC, called Contractor and LASF Holdings, called Owner,

agrees that Contractor will furnish labor, materials, and equipment to perform the work described below to the structure located at:

Freight Depot College St. Waxahachie, TX 75165

SCOPE OF WORK TO BE PERFORMED: See Plan OS Repair For Details: Note Abacus Will Use McMulum HouseMovers To Lift Building Approx. 14" Higher Than Present Elevation - This Will Give Abacus Access To Install Pilings & Supports - Note Abacus Will Work Around Old Wood Piers, Pilings.

Abacus to Provide Engineer's Report Yes; Owner to Provide Engineer's Report No

OWNER AGREES TO PAY TOTAL AMOUNT OF \$ See Property Contract For Cost

\$                      when contract is signed, \$                      when work begins, and \$                      at taper and shimming.

ANY OTHER WORK ORDER BY OWNER WILL BE PAID IN FULL UPON COMPLETION OF WORK. ANY MONEY NOT PAID WILL BE SUBJECT TO INTEREST FEES COMPOUNDED DAILY UNTIL PAID IN FULL. FAILURE TO PAY IN FULL WILL RESULT IN LOSS OF WARRANTY AND ALL RIGHTS UNDER OUR EXTENDED WARRANTY. FINAL PAPERWORK INCLUDING ENGINEER'S REPORT AND WARRANTY WILL NOT BE PROVIDED UNTIL TOTAL AMOUNT OF CONTRACT AND CHANGE ORDERS HAVE BEEN PAID IN FULL.

1. The above described scope of work is based on a visual inspection. There may be existing or hidden conditions that cannot be detected until shlm work is performed. If any other wood is discovered at the time of lift that will require replacement or additional support. Owner is to approve all revised or additional work prior to installation.
2. Owner may order new work with a signed and dated Change Order describing such work. If any additional work is required or requested, the cost will be by *CHANGE ORDER ONLY* and approved by owner. Additional costs incurred from *Change Order* are to be PAID IN FULL upon completion of work. No oral agreements by anyone can change this Contact.
3. Contractor will not attempt to make the house perfectly level.
4. Contractor will provide all labor, materials, and equipment to complete the work in a workmanlike manner.
5. Contractor will call for line checks as required by law.
6. Contractor will repair damage to plumbing caused by Contractor, except damages caused by lifting, excavating, driving pilings, and leveling. CONTRACTOR IS NOT RESPONSIBLE FOR REPAIRING PRE-EXISTING PLUMBING PROBLEMS OR DETERIORATED PIPES.
7. When lifting the foundation, conditions may appear that were not visible when the estimate / scope of work was prepared. For example, no steel in the perimeter concrete beam and/or other structural deficiencies. In such cases, Owner will have the choice of terminating this Contract and receiving a full refund or the option of proceeding with the work with NO warranty.
8. When lifting the foundation, it is possible that sheetrock, wallpaper, plaster, roofing, and/or other materials may crack and wrinkle. Therefore, it is agreed between Contractor and Owner that this Contract does not include repairing or replacing any materials or systems not specifically included in this Contract. Contractor shall not be responsible for the cost of any such repairs. It is also agreed that Contractor shall not be responsible for grass/sod, trees, plants, shrubs or any other plants that might be damaged.
9. This contract is subject to Chapter 27, Property Code. The provisions of that chapter may affect your right to recover damages arising from the performance of this contract. If you have a complaint concerning a construction defect arising from the performance of this contract and that defect has not been corrected through normal warranty service, you must provide notice regarding he defect to the contractor by USPS Certified Mail, Return Receipt Request, no later than the 60<sup>th</sup> day before the date you file suit to recover damages in a court of law. The notice must refer Chapter 27, Property Code and must describe the construction defect. If requested by the Contractor, you must provide Contractor the opportunity to inspect and cure the defect as provided by Section 27.004, Property Code.
10. Contractor and Owner agree that all claims and disputes arising under or relating to this Contract are to be settled by binding arbitration in the state of Texas. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any such arbitration shall be conducted by an arbitrator experienced in Construction Litigation and shall include a written record of the arbitration hearing. The parties reserve the right to object to any individual who shall be employed by or affiliated with a competing organization or entity. An award of arbitration may be confirmed in a court of competent jurisdiction. In the event of arbitration, the losing party agrees to pay the winning parties costs, including reasonable attorney's fees. Amounts that are not paid on time are subject to late fees and interest fees of 18%.
11. New work may be ordered that is not described in the Contact with a signed and dated Change Order describing such work. No oral agreements by anyone can change this Contract.
12. In order to be binding, this Contract must be signed by the Owner as described above and by a representative of Abacus Foundation Repair. The signed Contract must be received by Contractor within 30 days from the date shown below.

13. OTHER: Note Their Is No Bid To Remove Existing Wood Piers - This Given All The Unknowns Of Depth Of Piling Extraction.

For Abacus Foundation Repair, LLC: [Signature]

Date: 10-21-19

Accepted and Agreed to by Owner:

Date: \_\_\_\_\_

No other guarantees or warranties are implied. EXCLUSIONS are as followed but not limited to, non-payment, abandoned property, earthquakes, flooding, underground water of any kind, sheetrock cracks, brick cracks, heaving of soils, slab cracks, overloading the repaired beams or supports with a second story, and/or plumbing leaks.

Work performed on a Pier & Beam foundation comes with a one-year warranty on workmanship and materials.

**Home Office: 1516 Osprey Drive, Suite 205, Desoto, Texas 75115**  
**Phone: 972-406-8000 Fax: 972-224-5493**  
**Email: [pbacusfoundation@sbcglobal.net](mailto:pbacusfoundation@sbcglobal.net)**

(4)

# ABACUS FOUNDATION REPAIR

## Property Contract

CONTRACT # 11-463

Abacus Foundation Repair, LLC, called Contractor and \_\_\_\_\_, called Owner, agrees that Contractor will furnish labor, materials, and equipment to perform the work described below to the structure located at: Freight Depot College St. Waxahachie, TX 75165

### WORK TO BE PERFORMED:

Underpin and raise the sections of the structure as close to near the original grade as practically possible, as shown on the attached drawing and made part of this contract, using 45 MILLENNIUM PILING<sup>SM</sup>: (Circle One of the Following) CONCRETE / CONCRETE WITH ONE STEEL STARTER / INNER SLEEVED STEEL filled with CONCRETE / SEGMENTED STEEL filled with CEMENT

Abacus to Provide Engineer's Report Yes; Owner to Provide Engineer's Report No;  
Tunnel No Ft. For Access; Back Fill No; Provide Pre-Plumbing Test No;  
Provide Post-Plumbing Test No (sewer clean-outs are required and must be accessible). If sewer clean-outs are not available, the homeowner is responsible for the post-plumbing test.

OWNER AGREES TO PAY THE TOTAL AMOUNT OF \$ 119,284-, TO BE PAID AS FOLLOWS:

\$ 39,761- when contract is signed, \$ 39,761- when work begins, and \$ 39,762- upon leveling and covering.  
ANY MONEY NOT PAID WILL BE SUBJECT TO LATE FEES AND INTEREST FEES COMPOUNDED DAILY UNTIL PAID IN FULL. FAILURE TO PAY IN FULL WILL RESULT IN LOSS OF WARRANTY AND ALL RIGHTS UNDER OUR EXTENDED WARRANTY. FINAL PAPERWORK INCLUDING ENGINEER'S REPORT AND WARRANTY WILL NOT BE PROVIDED UNTIL TOTAL AMOUNT OF CONTRACT AND CHANGE ORDERS HAVE BEEN PAID IN FULL.

1. No oral agreements by anyone can change this Contract. Owner may order new work with a signed and dated Change Order describing such work. If any additional work is required or requested, the cost will be by CHANGE ORDER ONLY and approved by Owner. Additional costs incurred from Change Order are to be PAID IN FULL upon completion of work.
2. Contractor will not attempt to make the house perfectly level.
3. Contractor will provide all permits, labor, materials, and equipment to complete the work in a workmanlike manner.
4. Contractor will call for line checks as required by state law.
5. Contractor will repair damage to plumbing caused by Contractor, except damages caused by lifting, excavating, drilling, driving pilings, and/or leveling. CONTRACTOR IS NOT RESPONSIBLE FOR REPAIRING PRE-EXISTING PLUMBING PROBLEMS, REFRIGERANT (A/C) LINES, GAS LINES, OR DETERIORATED PIPES.
6. It is possible that electrical wires, gas lines, telephone lines, cable/satellite lines, Internet lines, lawn sprinkler systems, post-tension cables, refrigerant (a/c) lines, a/c units etc. maybe cut or damaged. Therefore, it is agreed between Contractor and Owner that this Contract does not include repairing or replacing any materials or systems not specifically included in this Contract. Contractor shall not be responsible for the cost of any such repairs. It is also agreed that Contractor shall not be responsible for trees, plants, shrubs or any other plants that might be damaged.
7. The above described scope of work is based on a visual inspection. When lifting the foundation, conditions may appear that were not visible when the estimate / scope of work was prepared. For example, no steel in the perimeter concrete beam and/or other structural deficiencies. In such cases, Owner will have the choice of terminating this Contract and receiving a refund or the option of proceeding with the work with NO warranty.
8. When lifting the foundation, it is possible that sheetrock, wallpaper, plaster, roofing, and/or other materials may crack and wrinkle. Therefore, it is agreed between Contractor and Owner that this Contract does not include repairing or replacing any materials or systems not specifically included in this Contract. Contractor shall not be responsible for the cost of any such repairs. It is also agreed that Contractor shall not be responsible for grass/sod, trees, plants, shrubs or any other plants that might be damaged.
9. This contract is subject to Chapter 27, Property Code. The provisions of that chapter may affect your right to recover damages arising from the performance of this contract. If you have a complaint concerning a construction defect arising from the performance of this contract and that defect has not been corrected through normal warranty service, you must provide notice regarding the defect to the contractor by USPS Certified Mail, Return Receipt Request, no later than the 60<sup>th</sup> day before the date you file suit to recover damages in a court of law. The notice must refer Chapter 27, Property Code and must describe the construction defect. If requested by the Contractor, you must provide Contractor the opportunity to inspect and cure the defect as provided by Section 27.004, Property Code.
10. Contractor and Owner agree that all claims and disputes arising under or relating to this Contract are to be settled by binding arbitration in the state of Texas. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any such arbitration shall be conducted by an arbitrator experienced in Construction Litigation and shall include a written record of the arbitration hearing. The parties reserve the right to object to any individual who shall be employed by or affiliated with a competing organization or entity. An award of arbitration may be confirmed in a court of competent jurisdiction. In the event of arbitration, the losing party agrees to pay the winning parties costs, including reasonable attorney's fees. Amounts that are not paid on time are subject to late fees and interest fees of 18%.
11. In order to be binding, this Contract must be signed by the Owner as described above and by a representative of Abacus Foundation Repair. The signed Contract must be received by Contractor within 30 days from the date shown below.
12. OTHER: Abacus Will Use Millennium House Movers To lift Building Approx. 14" Higher Than Present Elevation. Sign & Date Plans & Repairs Detail As \*

For Abacus Foundation Repair, LLC: [Signature]

Date: 10-21-19

Accepted and Agreed to by Owner: \_\_\_\_\_

Date: \_\_\_\_\_

### \* Piling Concrete Blocks. LIMITED LIFE OF STRUCTURE - AUTOMATIC TRANSFERABLE WARRANTY

Property ownership is mute; the warranty is attached to the address. The warranty only covers the pilings installed beneath the grade beam/monolithic slab. The warranty is limited to a one-foot radius of influence. More than five-eighths of an inch of settlement from the Final Elevations. If any adjustments are required, Abacus Foundation Repair, LLC will re-adjust the affected pilings at no charge. ALL FOLLOW UP INSPECTIONS ARE SUBJECT TO A FUEL AND SERVICE CHARGE; BALANCE NOT PAID WITHIN 30 DAYS ARE SUBJECT TO LATE FEES AND INTEREST FEES. No other guarantees or warranties are implied. EXCLUSIONS are as followed but not limited to, non-payment, abandoned property, earthquakes, flooding, underground water of any kind, sheetrock cracks, brick cracks, heaving of soils, slab cracks, overloading the repaired beams or supports with a second story, and/or plumbing leaks.

Home Office: 1515 Osprey Drive, Suite 205, Desoto, Texas 75115

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