

**Town of Dallas**  
**Agenda**  
**December 11, 2018**  
**6:00 PM**  
**BOARD OF ALDERMEN**  
**Rick Coleman, Mayor**

**Allen Huggins**

**Darlene Morrow**

**Stacey Thomas**

**Jerry Cearley, Mayor Pro-Tem**

**E. Hoyle Withers**

**ITEM      SUBJECT** **Page**

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- 1. Invocation and Pledge of Allegiance to the Flag**
- 2. Approval of Agenda with Additions Or Deletions**
- 3. Approval of Minutes**
  - A. November 13<sup>th</sup> Regular Meeting and November 27<sup>th</sup> Work Session 2
- 4. Recognition of Citizens: Time set by Mayor**
  - A. Alan Routhier – 617 Summey Farm Drive
- 5. Consent Agenda (to be acted on collectively, unless removed for further discussion)**
  - A. TOP TIER Grant Award – Roots Salon 6
  - B. NC Dept of Commerce MOU 7
  - C. NC Dept of Commerce Resolution 13
  - D. Bid Approval – Refurbish Park Road Substation 15
- 6. Public Hearings**
  - A. Downtown Development Agreement for 130 W. Trade St. 18
- 7. Old Business**
- 8. New Business**
  - A. FY2019-20 Budget Calendar 31
  - B. 2019 Meeting Schedules 33
  - C. Order for Demolition – 301 S. College St. 36
  - D. Order for Demolition – 411 W. Trade St. 58
  - E. Civil Emergency Ordinance 72
- 9. Manager’s Report:**
- 10. Closed Session:**

**TOWN OF DALLAS  
MINUTES FOR BOARD OF ALDERMEN MEETING  
NOVEMBER 13, 2018  
6:00 PM**

The following elected officials were present: Mayor Coleman, Alderwoman Thomas, Alderman Huggins, Alderman Withers, Alderman Cearley, and Alderwoman Morrow.

The following staff members were present: Maria Stroupe, Town Manager; Da'Sha Leach, Town Clerk; Tom Hunn, Town Attorney; Allen Scott, Police Chief; Tiffany Faro, Development Services Director; Jonathan Newton, Finance Director; Steve Lambert, Fire Chief; Doug Huffman, Electric Director; Steven Aloisa, Recreation Director and David Mathis, Street/Sanitation Supervisor. Bill Trudnak, Public Works Director was absent.

Mayor Coleman called the meeting to order at 6:00 pm. He opened with the Invocation and the Pledge of Allegiance to the Flag followed. He welcomed everyone to the meeting.

Mayor Coleman read the meeting rules for the audience. He asked if there were any additions or deletions to amend the agenda. Alderman Huggins made a motion to approve the agenda as presented, seconded by Alderwoman Morrow, and carried unanimously.

Alderwoman Thomas made a motion to approve the minutes from October 9<sup>th</sup> Regular Meeting and October 23<sup>rd</sup> Work Session, seconded by Alderman Cearley, and carried unanimously.

**Consent Agenda:**

Gaston County CLT Airport Strategy Resolution (Exhibit A)  
Facade Grant Program (Exhibit B)  
Pickleball Program (Exhibit C)  
Sewer Emergency Interconnect Agreement (Exhibit D)  
Water Connection Agreement (Exhibit E)  
Submission of Written Off Accounts to NC Debt Setoff

Alderwoman Morrow made a motion to approve, seconded by Alderman Withers, and carried unanimously.

**Recognition of Citizens:**

Mr. Curtis Wilson, 438 S. Gaston St., He prayed for the Lord's grace over the country, citizens, leaders, and safety personnel.

Chief Allen Scott recognized support from the Mayor, Town Manager, and Board Members for the Police Department in the recent loss of Corporal Wells on 11/01/2018.

**Special Events & Requests for In-Kind Services: NONE**

**Public Hearings:**

**Item 7A** was a Public Hearing for 130 W. Trade St. Downtown Development Project Agreement. Alderwoman Thomas made a motion to enter the public hearing, seconded by Alderman Cearley, and carried unanimously. Mayor Coleman recognized Mr. Bailey the opportunity to address the audience and the Board. Due to circumstances surrounding the Town-owned property, there was a recommendation to continue the public hearing to allow more time for resolutions. Alderwoman Morrow made a motion to continue the public hearing until December 11<sup>th</sup>, 2018, seconded by Alderman Withers, and carried unanimously. (Exhibit F)

**Old Business: NONE**

**New Business:**

**Item 9A** was a System Development Fees Project. The Public Water and Sewer System Development Fee Act, passed by the NC General Assembly in 2017, grants local governments the authority to assess system development fees (SDFs) for their water/sewer services. SDFs are upfront, one-time charges applied to new development that are intended to recover costs associated with capital improvements required to make water and services available to new residential or commercial construction. The law authorized the development of a fee schedule based on establishment of a base service fee unit and outlines a specific process that must be followed to adopt the SDFs. The law states that SDFs can be assessed to “new development” based on changes to land/structures and the timing of the change. **Land/structure changes include:** Subdivision of land; construction or any change to existing structure that causes increased need for water and/or sewer services; any use or extension of land that increases the need for service. **Timing of assessment is as follows:** Subdivision of land – when the plat is recorded or when the commitment is made to provide water/sewer service; Changes to structures/land – when the owner applies for connection or when increased capacity is triggered.

**Process to Adopt SDFs:**

- 1 – Professional Analysis by an outside “financial professional or a licensed professional engineer.
- 2 – Draft must be posed publically for 45 days for comment prior to considering adoption.
- 3 – Consider possible modifications to analysis based on public input.
- 4 – Public Hearing on the proposed SDF schedule
- 5 – Adopt a Resolution or Ordinance for the final SDF schedule
- 6 – Notice of SDF Schedule must be included in annual budget ordinance or as part of a utility fee ordinance
- 7 – Updates – Must be updated at least once every 5 years.

In order to accommodate growth, Dallas needs to pursue this project for the health of our Water/Sewer Fund. Such a project would cost approximately \$20,000 to \$25,000. Staff recommended approval of the budget amendment to pursue this project. Approximate time to complete such a project is 6 months. Alderman Withers made a motion to approve, seconded by Alderwoman Morrow, and carried unanimously. (Exhibit G)

**Manager’s Report and General Notices:**

Town Manager gave updates. She acknowledged all the support from citizens, local business owners, and all the other Gaston County Municipalities for assisted the Town surrounding the loss of Corporal Wells on 11/01/2018. Mayor Coleman requested the audience to keep Mrs. Wells in their prayers.

Alderwoman Thomas made a motion to adjourn, seconded by Alderman Withers, and carried unanimously. **(6:22)**

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Rick Coleman, Mayor

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Da’Sha Leach, Town Clerk

**TOWN OF DALLAS  
MINUTES FOR BOARD OF ALDERMEN MEETING  
WORK SESSION  
NOVEMBER 27, 2018  
5:00 PM**

The following elected officials were present: Mayor Coleman, Alderman Huggins, Alderman Withers, Alderman Cearley, Alderwoman Morrow, and Alderwoman Thomas.

The following staff members were present: Maria Stroupe, Town Manager; Da'Sha Leach, Town Clerk; Bill Trudnak, Public Works Director; Tiffany Faro, Development Services Director and Steven Aloisa, Recreation Director. Steve Lambert, Fire Chief; Jonathan Newton, Finance Director; Doug Huffman, Electric Director; Tom Hunn, Town Attorney and Allen Scott, Police Chief were absent.

Mayor Coleman called the meeting to order at 5:00 pm. He opened with the Pledge of Allegiance to the Flag.

Mayor Coleman asked if there were any additions or deletions to the agenda. Alderman Cearley made a motion to approve the agenda, seconded by Alderman Huggins, and carried unanimously.

**New Business:**

**Item 3A** was a discussion for a Picnic Shelter Rental Policy. The Town does not currently have a policy for renting the shelters at Jagers Park and Cloninger Park. With the increasing number of requests for exclusive use for parties and gatherings, the Recreation Director Steve Aloisa proposed a policy to the Board. He compared policies in use by surrounding municipalities. The Board discussed the policy rates, times, and other components of the proposal. Mr. Aloisa will complete more research on the questions and concerns from the Board and this item will be discussed at the January 22, 2019 Work Session.

**Item 3C** was a discussion on a Small Cell Wireless Ordinance. In July 2017, the NC General Assembly adopted legislation (HB 310) establishing standards for the regulation of small cell wireless facilities. Since that time, local governments have been developing ordinances to be in compliance with this legislation. The Town currently does not have a policy in place to address this and may need to consider adopting an ordinance. The Board discussed this item and decided to discuss further at the January 22, 2019 Work Session.

**Item 3B** was a discussion on a Civil Emergency Ordinance. During the incidents of hurricane related weather this fall, it was discovered that the Town does not have an ordinance outlining procedures during a civil emergency. The absence of such an ordinance hampers Dallas' ability to declare a state of emergency, outline any restrictions that may need to be put in place, and could jeopardize the receipt of FEMA funds. The Board members were given the G.S. §166A-19.22, outlining declarations of states of emergency and samples of civil emergency ordinances from other local municipalities. There was discussion on who could be a point of contact for the program as well as other items. This item will be discussed in further detail at the January 22, 2019 Work Session.

**Item 3D** was a discussion on Town Signage. On October 23<sup>rd</sup>, 2018 Work Session, the Board decided to move forward with Visual Inception Design to create Town Signage in Dallas. The company sent back two renderings on the signage to be placed on 321. The renderings were pictures with the dimensions listed, one vertical sign example and the other one was horizontal sign example. It was the Board consensus to move forward the process with a vertical sign for further renderings.

**Item 3E** was a discussion on Roots Salon TOP TIER Grant Application. At the March 12, 2018 Board of Aldermen meeting, a moratorium was placed on the TOP TIER program. This was done in order to review the statutory parameters of the program, as well as to incorporate the development of a new program in with the planned work by the NC Department of Commerce's Rural Planning Center. Ms. Charlotte Jenkins was allowed to turn in an application on the renovation of Roots Salon to be reviewed, as she was in the process of changing the business in that location when the moratorium was enacted. Ms. Jenkins was aware that the program was being reviewed for statutory compliance and that segments of the application may not be eligible for reimbursement. Upon review of the application, the Review Committee recommends that a grant be made for the new signage for \$3,400. This expense was paid by the tenant, so the reimbursement would be paid to the tenant. The owner Ms. Jenkins has signed off for the tenant to receive the reimbursement. This item will be on the Consent Agenda for December 11<sup>th</sup>, 2018 Regular Meeting.

The Review Committee also met to review an application for Dale Blythe under the new program. They approved a grant in the amount of \$3425, 50% of his total expenditures based on the required qualifications.

**Manager's Report and General Notices:**

The Town Manager gave the Board information on project updates and upcoming events in Town.

Alderwoman Morrow made a motion to adjourn, seconded by Alderman Cearley, and carried unanimously. **(6:08)**

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Rick Coleman, Mayor

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Da'Sha Leach, Town Clerk

# TOWN OF DALLAS, NORTH CAROLINA

## REQUEST FOR BOARD ACTION

DESCRIPTION: Roots Salon TOP TIER Grant Application

AGENDA ITEM NO. 5A

MEETING DATE: 12/11/2018

### BACKGROUND INFORMATION:

At the March 12, 2018 Board of Aldermen meeting, a moratorium was placed on the TOP TIER program. This was done in order to review the statutory parameters of the program, as well as to incorporate the development of a new program in with the planned work by the NC Department of Commerce's Rural Planning Center.

Ms. Charlotte Jenkins was allowed to turn in an application on the renovation of Roots Salon to be reviewed, as she was in the process of changing the business in that location when the moratorium was enacted. Ms. Jenkins was aware that the program was being reviewed for statutory compliance and that segments of the application may not be eligible for reimbursement.

Upon review of the application, the Review Committee recommends that a grant be made for the new signage for \$3,400. This expense was paid by the tenant, so the reimbursement would be paid to the tenant.

This item was discussed at the November 27<sup>th</sup> Work Session, with consensus to follow the recommendation of the Review Committee. This item is brought for official action.

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MANAGER'S RECOMMENDATION: To follow the recommendation of the Review Committee and award the tenant, Ms. Rita Lewis, \$3,400 for signage.

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BOARD ACTION TAKEN:

# TOWN OF DALLAS, NORTH CAROLINA

## REQUEST FOR BOARD ACTION

DESCRIPTION: NC Department of Commerce MOU

AGENDA ITEM NO. 5B

MEETING DATE: 12/11/2018

### BACKGROUND INFORMATION:

In February 2018, the Town entered into an agreement with the NC Department of Commerce NC Main Street and Rural Planning Center for an Economic Development Project. The first phase of the project was completed on April 30, 2018. The second phase of the project will be a 1-day Economic Development Assessment that will include a couple of Board members, some staff, and a few community leaders.

Attached is a scope of work and an MOU (Memorandum of Understanding) outlining the process. Once this is approved a resolution will need to be approved to proceed with the Assessment.

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MANAGER'S RECOMMENDATION: Approve the MOU as presented.

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BOARD ACTION TAKEN:

## Proposal for Services-NC Department of Commerce and Town of Dallas

### **Who We Are**

The NC Main Street and Rural Planning Center (MS&RPC) is part of the NC Department of Commerce, the state's lead agency for workforce, community, and economic development. In this capacity, the Center provides downtown revitalization and planning assistance to communities across the state, primarily in economic development planning.

The Center has offices throughout the state. Recognizing that economic prosperity is the number one priority in most communities, our experienced staff partners with community leaders to add value to their economic development efforts through a variety of services and assistance.

### **Services Offered**

Whether rural communities are planning future economic expansion, injecting life into existing structures, or developing in an economically challenged area, the MS&RPC staff can help attain those goals through targeted assistance with these services:

1. Economic Development Assessment
2. Strategic Economic Development Planning
3. Implementation Services
4. Local and Market Analysis
5. Small Area Planning for High Impact Areas
6. GIS and Custom Mapping

### **Project Proposal—Dallas Economic Development Assessment**

#### **Overview**

The Economic Development Assessment Program (EDAP) provides a rapid and efficient assessment that will "jump start" a community's economic development efforts. For this project, the EDAP will focus primarily on the Dallas corporate limits. The one-day interactive team visit by the Rural Planning Team (RPT) will provide the community with tangible, achievable local actions to provide quick economic development successes for the downtown area.

#### **Basic Schedule and Activities**

Preliminary Activities will include a meeting between Dallas staff and RPT members to discuss:



- EDAP Overview
- Roles and expectations of the RPT and municipal officials/staff
- Stakeholder Identification
- Desired level/nature of community involvement
- Costs, deliverables and requirements for post-EDAP monitoring and follow up visits
- Format/agenda for the one-day session
- Confirming of dates for session
- Establishment of a local Work Group (5-9 people that coordinates meetings, gives tour, provides input, etc. This may be comprised of Manager, Assistant Manager, Mayor, Councilmembers, Mayor, and other local leaders, for example)

#### Day 1 Activities

- RPT delivers initial presentation on data gathered, previous plans, local and regional economic snapshot to local Work Group
- Work Group and RPT meet for a couple of hours to share insights and develop a short list of major issues to be addressed (using SWOT analysis, asset identification/mapping, etc.), and review what has been done by the community to address issues to date
- RPT and other participants tour community (may be done prior to day of assessment)
- Lunch (with elected officials, staff, Work Group)
- RPT debriefs after lunch, if needed, to clarify and develop an understanding of the setting and issues
- RPT conducts local stakeholder interviews (preferably in person), refines SWOT analysis, conducts further research in needed, compiles findings, and discusses preliminary recommendations
- RPT discusses preliminary findings report

#### Follow up Activities

- RPT presents preliminary findings to Work Group
- Work Group and RPT discuss findings and preliminary recommendations
- RPT works with Work Group to identify potential next steps

#### Final Products, Deliverables, and Follow Up

The final report will include; stakeholder interview results, SWOT analysis, asset list/map, recommendations, and implementation/resource information. After a specified period, the RPT and town will determine if a full scale strategic planning process is needed, or, if the municipality might benefit from other services provided by NC Commerce Main Street and Rural Planning Center.

**Proposed Budget**

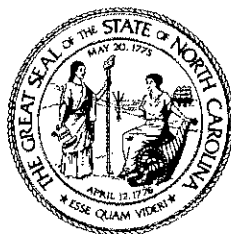
The town will be responsible for expenses such as; mileage for NC MS&RPC staff, potential lodging for one night, meals, and other miscellaneous costs. It is estimated these expenses should not exceed \$1000.00.

## MEMORANDUM OF UNDERSTANDING

NC Department of Commerce, Rural Economic Development Division,  
NC Main Street and Rural Planning Center  
(Rural Planning Program)  
December 11, 2018

Re: Assistance with Economic Development Planning

- 1) As part of the Town of Dallas request for service to be provided by the Rural Planning Program (“Program”), below you will find several conditions pertaining to these services. Please sign below to signify your agreement.
- 2) As part of the NC Department of Commerce, the state’s lead agency for promoting economic development and prosperity, the Program provides services and assistance to add value to community economic development efforts. In this context, clients are requested to provide data which demonstrates the economic impact of the services provided within one (1) year of project completion.
- 3) The mission of North Carolina Main Street and Rural Planning Center (“Center”) is to work in regions, counties, cities, towns, downtown districts and in designated North Carolina Main Street communities, to inspire placemaking through building asset-based economic development strategies that achieve measurable results such as investment, business growth and jobs, and within that mission, the Center may share successful “best practices” with other communities when appropriate. In this context, relevant materials produced from the project and economic outcomes may be shared with other communities as needed.
- 4) For assistance with Economic Development Strategic Planning), the Town of Dallas will be responsible for paying for project-related expenses incurred by Rural Planning Center staff while providing services, such as transportation, meals, lodging, and other costs directly related to the project. The Center bills its clients for such monthly, and payment is generally due within 30 days following receipt of the invoice. For travel billing, the Department of Commerce uses the Internal Revenue Service (IRS) business standard mileage rate, which is 54.5 cents per mile. Other travel related expenses shall be billed at rates consistent with the Department of Commerce’s Travel Policy in effect when the expenses were incurred.
- 5) The Center currently has a staff with various skill sets in economic and community development planning and is responsible for delivering services throughout the state. When the Center accepts a project, its goal is to complete the project in a timely and responsible manner. In the event of staff turnover, budget reductions, or other unforeseeable events, however, we may be compelled to place a project in an indefinite “hold” status until replacement staff resources can be secured. In rare cases, where very specialized staff skills



*NC Main Street and Rural Planning Center*

are unable to be replaced, the project commitment may be terminated. Projects may also be re-prioritized consistent with departmental or division policies.

- 6) The project is scheduled to begin and end in January of 2019. The lead planner for this project will be Jeff Emory. The project will consist of a one-day work session with elected officials and staff, for the purpose of conducting an Economic Development Assessment, which will “jump start” the Town of Dallas’s economic development efforts.

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Town Manager  
Dallas

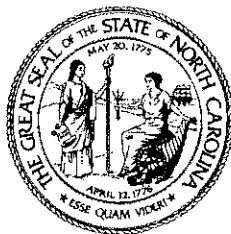
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Date

Please sign, date, and return to:

Darren Rhodes, Rural Planning Program Administrator  
[drhodes@nccommerce.com](mailto:drhodes@nccommerce.com)

NC Department of Commerce  
Rural Economic Development Division  
NC Main Street and Rural Planning Center  
450 West Hanes Mill Road, Suite 101  
Winston-Salem, NC 27106



*NC Main Street and Rural Planning Center*

# TOWN OF DALLAS, NORTH CAROLINA

## REQUEST FOR BOARD ACTION

DESCRIPTION: NC Department of Commerce Resolution

AGENDA ITEM NO. 5C

MEETING DATE: 12/11/2018

### BACKGROUND INFORMATION:

In February 2018, the Town entered into an agreement with the NC Department of Commerce NC Main Street and Rural Planning Center for an Economic Development Project. The first phase of the project was completed on April 30, 2018. The second phase of the project will be a 1-day Economic Development Assessment that will include a couple of Board members, some staff, and a few community leaders.

Once a MOU has been approved, a resolution must also be approved to proceed. The projected date of the Assessment will be Thursday, January 31, 2019.

The resolution is attached.

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MANAGER'S RECOMMENDATION: Approve the resolution as presented.

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BOARD ACTION TAKEN:

# Requesting the Services of the NC Main Street and Rural Planning Center

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**WHEREAS**, the Dallas Board of Aldermen wishes to participate in a one-day economic development assessment; and

**WHEREAS**, the Dallas Board of Aldermen would like assistance with this project from the NC Main Street and Rural Planning Center; and

**WHEREAS**, the NC Main Street and Rural Planning Center and the Town of Dallas have reached an agreement on the work to be performed; and

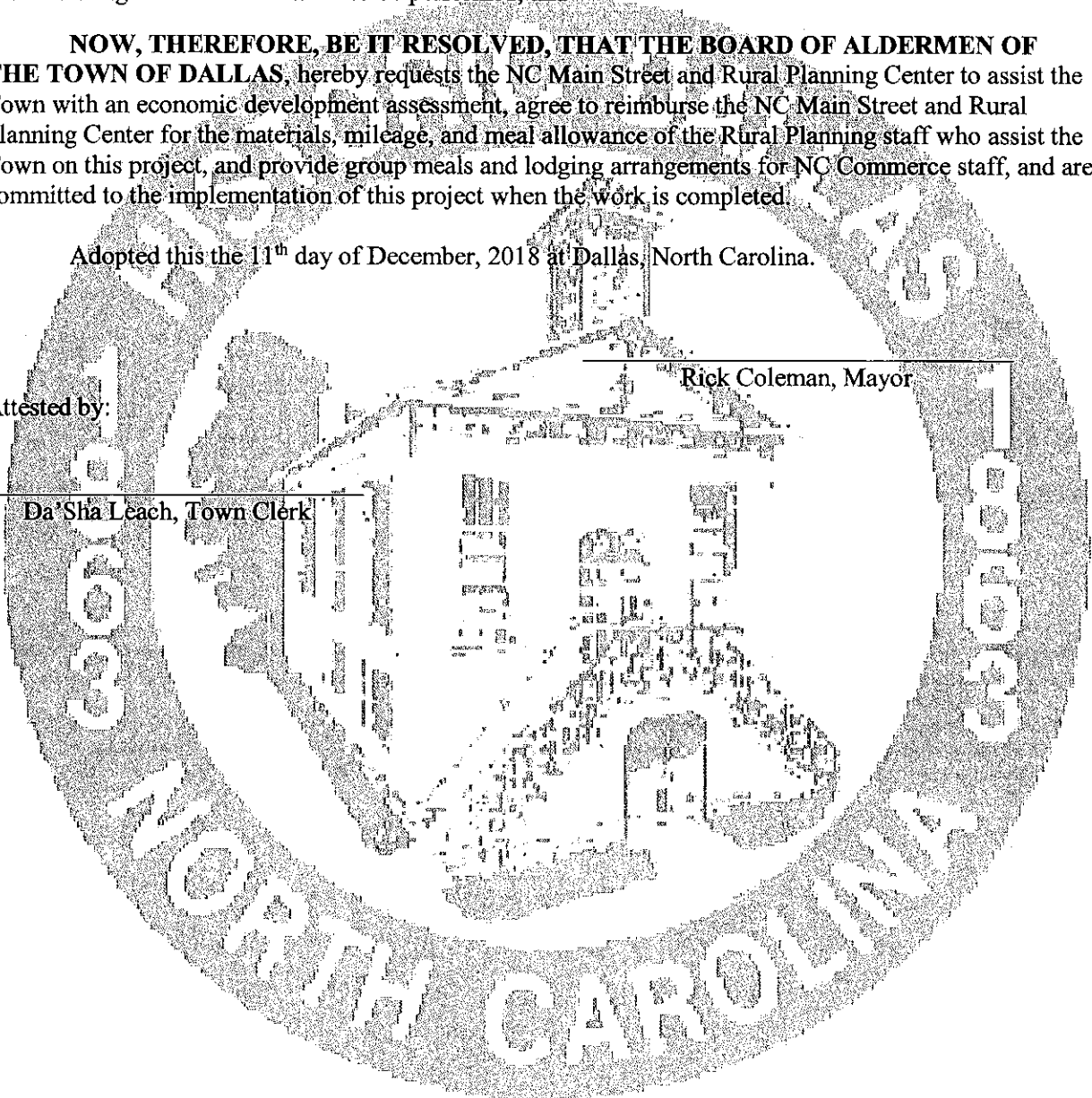
**NOW, THEREFORE, BE IT RESOLVED, THAT THE BOARD OF ALDERMEN OF THE TOWN OF DALLAS**, hereby requests the NC Main Street and Rural Planning Center to assist the Town with an economic development assessment, agree to reimburse the NC Main Street and Rural Planning Center for the materials, mileage, and meal allowance of the Rural Planning staff who assist the Town on this project, and provide group meals and lodging arrangements for NC Commerce staff, and are committed to the implementation of this project when the work is completed.

Adopted this the 11<sup>th</sup> day of December, 2018 at Dallas, North Carolina.

Attested by:

\_\_\_\_\_  
Rick Coleman, Mayor

\_\_\_\_\_  
Da'Sha Leach, Town Clerk



# TOWN OF DALLAS, NORTH CAROLINA

## REQUEST FOR BOARD ACTION

DESCRIPTION: Bid Approval – Refurbish Park Road Substation

AGENDA ITEM NO. 5D

MEETING DATE: 12/11/2018

### BACKGROUND INFORMATION:

With the completion of the 2<sup>nd</sup> substation and reconditioning of the lines, in the FY2018-19 budget provision was made to refurbish the Park Road Substation. Bids were received and the results are attached.

It is the recommendation of the Town's contract engineer, as well as Staff, that the bid be awarded to Williams Electric Company in the amount of \$144,000. The bid is within the amount budgeted for the project.

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MANAGER'S RECOMMENDATION: Approve the bid award as presented.

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BOARD ACTION TAKEN:

# **Progressive Engineering Consultants, Inc.**

P.O. Box 690638, Charlotte, NC 28227-7011

Telephone (704) 545 - 7327

Fax (704) 545 - 2315

progress@pecinc.net

November 20, 2018

Town of Dallas  
700 Ferguson Street  
Dallas, NC 28034-1625  
Attn: Mr. Doug Huffman

**Re: Award Recommendation  
Upgrade to the 12.47/7.2 kV Delivery No. 2 Substation**

Gentlemen:

Sealed proposals were received, publicly opened and read on Tuesday, November 20, 2018 for furnishing labor, equipment and miscellaneous materials for the Upgrade of the 12.47/7.2 kV Delivery No. 2 Substation located in the Town of Dallas, North Carolina. As shown by the attached bid tabulation, of the six (6) proposals received, Williams Electric Company of Shelby, North Carolina submitted the most attractive proposal in the amount of \$144,000.00. We have reviewed the proposal and find it in compliance with the specifications and we recommend that the Town accept this proposal as submitted.

Please notify us of your decision in order that we may prepare the necessary contract documents for execution.

If you should you have questions or comments, please feel free to call.

Best regards,

**PROGRESSIVE ENGINEERING CONSULTANTS, INC.**



Robert F. Thomas, Jr., P.E.

Attachment



**Town of Dallas  
Dallas, North Carolina**

**Delivery No. 2 Substation Upgrade**

**Bid Date: Tuesday, November 20, 2018 @ 2 p.m.**

<b>Bidder</b>	<b>Williams Electric</b>	<b>Carolina Power &amp; Signalization</b>	<b>Ertel</b>	<b>A West Enterprises</b>	<b>Pike</b>	<b>Lee Electrical</b>
<b>Bid Bond</b>	5%	5%	5%	5%	5%	5%
<b>Addendum #1a</b>	✓	✓	✓	✓	✓	✓
<b>Section 1</b>						
Labor, equipment and miscellaneous materials for the Upgrade of the 12.47/7.2 kV Delivery No. 2 complete with additional material and equipment as specified including taxes	\$144,000.00	\$175,000.00	\$180,000.00	\$223,122.00	\$306,876.76	\$315,992.00
<b>Total Bid</b>	<b>\$144,000.00</b>	<b>\$175,000.00</b>	<b>\$180,000.00</b>	<b>\$223,122.00</b>	<b>\$306,876.76</b>	<b>\$315,992.00</b>
<b>Completion Time</b>	60 Calendar Days	100 Calendar Days	-	105 Calendar Days	98 Calendar Days	120 Calendar Days
<b>Experience Rate Modifier</b>	0.89	0.84	1.13	0.99	0.49	0.87

# TOWN OF DALLAS, NORTH CAROLINA

## REQUEST FOR BOARD ACTION

DESCRIPTION: 130 W. Trade St. Downtown Development Project Agreement

AGENDA ITEM NO. 7A

MEETING DATE: 12/11/2018

### BACKGROUND INFORMATION:

This item was continued from the November 13<sup>th</sup> Board of Aldermen meeting.

As discussed at the September 24<sup>th</sup> Work Session, Mr. Jim Bailey has decided to renovate and save the building at 130 W. Trade St., if purchased. This decision triggered a change in the purchase price of the building, necessitating a change in the Downtown Development Project Agreement. The appraised value of the building in the previous agreement reflected a reduction in value to provide for demolition of the building. This change required that the purchase price in the Agreement be changed to \$77,000, which is the appraised value of the building without the demolition provision reduction.

Also, during the discussion it was determined that based upon the parking lot and walkway improvements already completed, as well as the planned dumpster site the Town is providing; the Board wanted to remove the Town obligation to provide a picnic shelter and recreational facilities.

Attached is the revised Downtown Development Project Agreement, which includes the two changes listed above.

At the October 9, 2018, this public hearing was scheduled to hear comment concerning the agreement and to entertain a vote concerning the agreement. The public hearing was advertised on October 26, 2018 and November 2, 2018 in accordance with N.C.G.S §160-457, which states: **“a notice of the public hearing shall be given once a week for two successive weeks in a newspaper having general circulation in the municipality, and the notice shall be published the first time not less than 10 days nor more than 25 days preceding the public hearing; and the notice shall disclose the terms of the sale, exchange or transfer. At the public hearing the appraised value of the property to be sold, exchanged or transferred shall be disclosed; and the consideration for the conveyance shall not be less than the appraised value.”**

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MANAGER'S RECOMMENDATION: To approve the Downtown Development Agreement as presented.

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BOARD ACTION TAKEN:

STATE OF NORTH CAROLINA  
COUNTY OF GASTON

**DOWNTOWN DEVELOPMENT PROJECT AGREEMENT**

THIS DOWNTOWN DEVELOPMENT PROJECT AGREEMENT, pursuant to N.C.G.S. 160A-458.3, made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_ 2018, by and between **THE TOWN OF DALLAS, NORTH CAROLINA**, a North Carolina municipal corporation (hereinafter referred to as "TOWN") and **SAMMY'S PUB OF DALLAS, INC. AND DALLAS PROPERTY HOLDINGS, LLC**, with an office and place of business in Gaston County, North Carolina (hereinafter referred to jointly as "OWNER");

WITNESSETH:

WHEREAS, OWNER and TOWN intend to engage in and provide a Downtown Development Project located in the Town of Dallas, Gaston County, North Carolina, which will stimulate the local economy, increase the taxable property and business prospects of the Town, create jobs in the Town's Central Business District as a result of the Project; in addition, the project would have a significant effect on the revitalization on the Central Business District; and

WHEREAS, as authorized by N.C.G.S. § 158- 7. 1, 160A-456, 160A-457, and 160A-458.3 the TOWN, has agreed to sell the surplus property and building located at 130 W. Trade Street, Dallas, NC, subject to restrictions, conditions, and covenants, for development of restaurant and office space (minimum of 7,500 square feet), and more particularly described as:

Lying and being in the Town of Dallas, N.C. and being the old Setzer building property, which is more particularly described by metes and bounds as follows: Beginning at a building corner, said corner being the Southwest corner of property owned by Laura J. Stroupe as described in Deed Book 4754 at Page 1310, with said point and place of Beginning being located the following two (2) calls from a courthouse stone control corner: (1) North 01 degrees 15 minutes 09 seconds East 263.11 feet to another courthouse stone control corner and (2) North 32 degrees 16 minutes 32 seconds West 143.73 feet, crossing West Trade Street and both courthouse stones inscribed USGS, NCGS 1900); thence from the point of Beginning North 85 degrees 58 minutes 53 seconds West 56.91 feet to a building corner; thence North 03 degrees 53 minutes 53 seconds East 120.68 feet to a new drill hole in walkway; thence South 85 degrees 58 minutes 59 seconds East 57.25 feet to an iron pin set in the line of the Laura J. Stroupe property as described in Deed Book 4754 at Page 1310; thence with the Stroupe property line South 04 degrees 03 minutes 20 seconds West 120.66 feet to the point and place of Beginning. Said property being

the full contents of Tract #1, containing 0.158 acres, as shown on that map or plat thereof recorded in Plat Book \_\_\_\_\_ at Page \_\_\_\_\_ in the Gaston County Register of Deeds.

TOGETHER WITH that right of way and easement for ingress, egress, and regress, said right of way and easement being more particularly described as follows:

Beginning at a drill hole, said drill hole being located North 03 degrees 53 minutes 53 seconds East 120.68 feet from the Southwest corner of the Setzer building, said drill hole also being the Northwest corner of Tract #1 as shown on that map or plat recorded in Plat Book \_\_\_\_\_ at Page \_\_\_\_\_ in the Gaston County Register of Deeds; and running thence from the point and place of Beginning North 14 degrees 46 minutes 00 seconds West 74.75 feet through Tract #2 to a point; thence continuing through Tract #2 North 04 degrees 01 minutes 07 seconds East 138.55 feet to a point on the South margin of the right of way of Wilkins Street; thence along the south margin of the right of way of Wilkins Street South 85 degrees 58 minutes 53 seconds East 24.00 feet to a point; thence South 04 degrees 01 minutes 07 seconds West 134.58 feet through Tract #2 to a point; thence South 14 degrees 46 minutes 00 seconds East 78.94 feet through Tract #2 to a point on the North line of Tract #1 as shown on that map or plat recorded in Plat Book \_\_\_\_\_ at Page \_\_\_\_\_ in the Gaston County Register of Deeds; thence North 85 degrees 58 minutes 59 seconds West 25.35 feet to the point and place of Beginning.

TOGETHER THEREWITH that right of way and easement for the installation, servicing and maintenance of utilities and drainage:

BEGINNING at a nail set on the south margin of the right of way of Wilkins Street near the east margin of the right of way of Holland Street, said nail set being the Northwest corner of Tract #2 as shown on that map or plat recorded in Plat Book \_\_\_\_\_ at Page \_\_\_\_\_ in the Gaston County Register of Deeds; thence from said point and place of BEGINNING South 57 degrees 40 minutes 29 seconds East 23.95 feet to a point; thence South 42 degrees 0 minutes 30 seconds East 91.40 feet to a point; thence South 03 degrees 56 minutes 07 seconds West 99.11 feet to a point; thence South 67 degrees 32 minutes 38 seconds East 57.42 feet to a point; thence North 03 degrees 53 minutes 53 seconds East 192.11 feet to a point on the south margin of the right of way of Wilkins Street; thence with the south margin of the right of way of Wilkins Street South 85 degrees 58 minutes 53 seconds East 20.0 feet to a PK nail, said PK nail being a corner of the Laura J. Stroupe property as described in Deed Book 4754 at Page 1310 in the Gaston County Register of Deeds; thence with the west line of the Stroupe property described above South 03 degrees 53 minutes 53 seconds West, passing an existing iron pin at 125.00 feet and another existing iron pin at 150.00 feet, a total distance of 238.54 feet to a point located within Tract #1 as shown and described on that map or plat recorded in Plat Book \_\_\_\_\_ at Page \_\_\_\_\_ in the Gaston County Register of Deeds; thence North 86 degrees 02 minutes 27 seconds West 36.07 feet to a building corner located on the Gerald J. Huggins property as described in Deed Book 4767 at Page 1939 in the Gaston County Register of Deeds; thence along the north line of the Huggins property North 86 degrees 02 minutes 27 seconds West 25.35 feet to an iron pin set; thence with the north line of the TAP Properties property as described in Deed Book 3284 at Page 247 in the Gaston County Register of Deeds North 86 degrees 01 minutes 48 seconds West

25.11 feet to a building corner; thence with the north line of the TAP Properties property as described in Deed Book 2815 at Page 924 in the Gaston County Register of Deeds North 85 degrees 57 minutes 53 seconds West 21.24 feet to a building corner; thence North 84 degrees 50 minutes 42 seconds West 54.12 feet to a paint mark at iron, said paint mark being located North 88 degrees 54 minutes 50 seconds East 1404.60 feet from NCGS "Hopeman" (N=175985.779M, E=411242.916M); thence North 03 degrees 56 minutes 45 seconds East 20.20 feet to a point; thence South 84 degrees 50 minutes 42 seconds East 54.18 feet to a point; thence South 85 degrees 57 minutes 40 seconds East 21.23 feet to a point; thence South 86 degrees 02 minutes 0 seconds East 25.13 feet to a point; thence South 86 degrees 02 minutes 27 seconds East 41.40 feet to a point within Tract #1 described above; thence North 03 degrees 53 minutes 53 seconds East 10.59 feet to a point; thence North 67 degrees 32 minutes 38 seconds West 73.25 feet to a point; thence North 3 degrees 56 minutes 07 seconds East 103.55 feet to a point; thence North 42 degrees 0 minutes 30 seconds West 82.98 feet to a point; thence North 57 degrees 40 minutes 29 seconds West 14.52 feet to a point; thence North 03 degrees 57 minutes 12 seconds East 17.04 feet to the point and place of BEGINNING.

All of the foregoing descriptions are taken from that map or plat entitled "Survey Made at the Request of the Town of Dallas" dated February 27, 2018 and revised September 4, 2018 by John W. Lineberger, Professional Land Surveyor, which is recorded in Plat Book \_\_\_\_ at Page \_\_\_\_ in the Gaston County Register of Deeds.

NOW, THEREFORE, in consideration of the foregoing, the benefits accruing to OWNER, the representations and mutual promises contained herein, the parties hereto agree as follows:

1. **Term.** The term of this agreement (herein "Agreement") shall begin upon execution and continue through the completion of construction and/or renovation of a minimum 7,500 square foot building upon tract one, consisting of a minimum 5,000 square foot restaurant on the ground level and a minimum 2,500 of other enclosed space on the second level; and shall thereafter terminate upon the operation of a properly permitted, inspected, licensed, and fully functional restaurant upon tract #1 for a continuous and uninterrupted period of five (5) years, unless sooner terminated as provided for herein.
2. **Project.** The project (herein "Project") consists of the OWNER's purchase of TOWN owned land and building at 130 W. Trade Street, Dallas, NC, for \$77,000.00, the renovation or demolition of the existing building, investment of seven hundred fifty thousand dollars (\$750,000.00) in the renovation and/or construction of a new building or addition to the existing building and grounds, purchase of restaurant equipment, installation of equipment, and operation of a restaurant in the Town of Dallas, Gaston County, North Carolina. The completed project/restaurant when operational will provide new part-time and full-time employment for minimum of twenty (20) people with a minimum wage of \$8.00 per hour in the downtown area. The completed project/restaurant when operational will continue uninterrupted as a

properly licensed and inspected restaurant for a period of five (5) years. The project also consists of the development by the TOWN of public facilities and other amenities on adjacent TOWN owned property, including but not limited to: a 24-foot easement for ingress, egress, and regress and a 15-foot easement for drainage and all utilities as described above.

**3. Construction.**

- a. The TOWN will employ the services of a Town Engineer, Johnny Denton. The Town Engineer will ensure that the construction, renovation and development of the restaurant and grounds proceeds according to Plans, Drawings, State and Local Building Codes, Zoning Ordinances, and other laws, regulations, and codes of the State of North Carolina, Gaston County, and the Town of Dallas. The OWNER agrees to cooperate with the Town Engineer in all aspects and will allow the Town Engineer to inspect all aspects of the development, construction, renovation documents, paper writings, etc. to ensure compliance with this Agreement and any and all State and Local Building Codes, Zoning Ordinances, and other laws, regulations, and codes of the State of North Carolina, Gaston County, and the Town of Dallas. The Town Engineer will not interfere with or communicate with code inspectors. Failure of the Agreement to address a particular permit, condition, term, or restriction does not relieve they owner of responsibility of complying with the law governing the permitting requirement, conditions, terms, or restrictions.
- b. The OWNER will employ the services of a General Contractor for the development of the Project.
- c. The OWNER will immediately proceed without delay to employ the services of a licensed professional architect/engineer to draft all appropriate plans and drawings for the construction/renovation project within sixty (60) days of closing. All plans and drawings shall be completed and submitted for inspection and approval by the TOWN, designee, agent, or Town Engineer prior to any construction, renovation and/or development of the project and within one hundred eighty (180) days of employing the licensed professional architect/engineer.
- d. The OWNER agrees to immediately proceed without delay in obtaining the proper and appropriate permits from Gaston County and the Town of Dallas for the construction, renovation and development of the project and will apply for all appropriate and proper permits within thirty (30) days of the all final plans and drawings being approved TOWN, designee, agent, or Town Engineer. The OWNER will remain diligent in obtaining and procuring all appropriate and proper permits.
- e. After all final plans and drawings are approved by the TOWN, designee, agent and/or the Town's Engineer and all appropriate and proper permits are obtained

the renovation and/or construction of the project/restaurant shall be completed by the OWNER within one (1) year, weather permitting.

- f. After the completion of renovation and/or construction of the project/restaurant by the OWNER and the issuance of a Certificate of Occupancy, the restaurant shall be properly licensed and inspected as a restaurant by the appropriate government officials.
- g. The TOWN will construct and develop amenities, easements, and variances to the zoning code as provided for in Exhibit "A" attached hereto and incorporated herein by reference, on Tract 1 and Tract 2 as described herein. The construction and development of the TOWN amenities, easements, and variances will not interfere with the renovation, construction and development of the project/restaurant and grounds outlined in the above paragraphs by the OWNER, and will be completed prior to the OWNER'S completion of the proposed development of the project/restaurant. Provided, however, any easements shall be completed and contained within the Deed to be prepared by the OWNER within sixty (60) days of execution of this Agreement.

4. **Representations.** OWNER makes the following representations as the basis for the undertakings on its part herein contained:

**Standing.** The OWNER is a duly organized and existing North Carolina corporation under the laws of the State of North Carolina. The OWNER has the power and authority to enter into this Agreement, to perform its obligations under, and consummate the transactions contemplated by this Agreement, and is authorized the execution and delivery of this Agreement.

**Continuity.** The OWNER intends to operate the project as restaurant and offices within the TOWN continuously and uninterrupted for five (5) years. OWNER will pay to the TOWN the prospective tax revenues based upon the tax value of the property as determined in the ordinary course.

**Timing.** The OWNER agrees to close the purchase of the site on or before a date which is thirty (30) days after (i) Proper legal description for the property is prepared by the OWNER and (ii) the Project has been duly approved by TOWN governing body after due notice and public hearing, if required. Both events (i) and (ii) above are express conditions precedent to OWNER's performance hereunder. Furthermore, OWNER shall be entitled to terminate this Agreement at any time for any or no reason within sixty (60) days of the date of this Agreement, upon which the Owner shall if necessary re-convey the Property back to the Town immediately. OWNER agrees to create a minimum of 20 part-time and full-time jobs, paying an average wage of \$8.00 per hour at this location of 130 W. Trade Street, Dallas, N.C. OWNER agrees to operate a fully functional, properly

permitted and licensed restaurant continuously and uninterrupted for a period of five (5) years.

5. **Covenant.** The OWNER covenants and agrees to make the investment, pay the taxes, create the jobs, pay the wages and upon completion of construction, operate a fully functional, properly permitted, inspected and licensed restaurant, continuously and uninterrupted for a period of five (5) years in accordance with the purposes and/or under the restrictions, covenants and conditions as set forth herein and/or contained in the Deed to the property.
6. **Conveyance.** In exchange for the investment by the OWNER, the creation of new jobs paying the average hourly rate as stated herein by the OWNER and the operation of a fully functional, properly permitted and licensed restaurant, continuously and uninterrupted for a period of five (5) year restaurant by OWNER all of which shall take place and be located at 130 W. Trade Street, Dallas, N.C., the TOWN agrees to sell, grant and convey the property at 130 W. Trade Street, Dallas, N.C. for \$77,000.00, subject to restrictions, conditions and covenants within time parameters set forth in this agreement, in addition to the restrictions, conditions and covenants that run with the land and included in the Deed. OWNER shall submit appropriate documentation of expenditures or information needed to show compliance with the Agreement including but not limited to: investment, job creation requirements and operation of a restaurant by OWNER at 130 W. Trade Street, Dallas, N.C. for an uninterrupted period of five (5) years.
7. **Limitation.** The Property provided in accordance with this contract is to be used for economic development purposes, community development purposes, and/or downtown development project purposes in accordance with N.C.G.S. § 158- 7.1, 160A-456, 160A-457, and 160A-458.3 of the TOWN for the renovation, construction, development, and operation of a restaurant by OWNER at 130 W. Trade Street, Dallas, N.C.
8. **Records.** The OWNER agrees that it will supply to the TOWN, or designee, agent, Town Engineer, or auditor, good and sufficient, certified and auditable evidence of the OWNER's compliance with the terms and conditions of this Agreement and the restrictions, and covenants within the deed and such records, information, reports and verification relating to expenditures of funds or the operations of the OWNER as may reasonably be requested by the TOWN. The OWNER agrees that the TOWN shall have access to the records and premises of the OWNER at all reasonable times, and the OWNER agrees to submit such reports as the TOWN shall request pertaining to the renovation, construction and development and/or the operations of the restaurant as the TOWN deems necessary to verify compliance. The OWNER shall maintain a written accounting and documentation of all of its receipts and disbursements from any lending institution relating to the project which are the subject of this Agreement.



9. **Termination.** This Agreement shall terminate and the OWNER shall be in breach, as determined by the TOWN, which shall include but not limited to the following reasons:
- a. Failure to use the Property in accordance with this Agreement;;
  - b. Failure to pay taxes;
  - c. Failure to comply with the terms and conditions of this Agreement;
  - d. Submission to the TOWN of reports which are incorrect or incomplete in any material respects;
  - e. Frustration or impossibility of performance, rendering the carrying out of this Agreement improper or unfeasible;
  - f. Transfer of title to the property prior to fulfillment of all requirements of this Agreement, without the prior written consent of the TOWN;
  - g. In addition, failure to make satisfactory progress towards renovation, construction, completion and operation of a restaurant per the above paragraphs and/or making the investment in the property as set forth herein.
  - h. Failure to operate of a fully functional, properly permitted and licensed restaurant, continuously and uninterrupted for a period of five (5) years.
10. **Job Requirement.** The new jobs to be created by the Project must be filled by employees hired after the effective date of this Agreement whose wages are subject to withholding under Article 4A of Chapter 105 of the North Carolina General Statutes.
11. **Non-Assignment.** This Agreement is expressly non- assignable without the prior written consent and approval of the TOWN.
12. **Extension.** The TOWN may execute an extension of this Agreement in its discretion and in accordance with such additional conditions as it may require.
13. **Waiver or Release.** TOWN may waive violations or release and terminate any of the foregoing requirements at any time. Said Release or Waiver may be recorded in the Gaston County Registry.
14. **Termination.** The TOWN may terminate this Agreement, as set forth herein, for failure to make the investment in the property, for failure of the project, or violation or breach of any of the terms of this Agreement.
15. **Notice.** Notice may be given as follows:

To the TOWN:

To the OWNER:

Town of Dallas Manager  
210 Holland Street  
Dallas, NC 28034

Mr. Jim Bailey  
1196 Noles Dr.  
Mt Holly, NC 28120

- 16. **Jurisdiction and Venue.** This contract shall be construed under the laws of the State of North Carolina. Any controversy or claim arising out of this Agreement shall be settled or resolved by an action initiated in Gaston County, North Carolina.
- 17. **Severability.** If any provision of this Agreement is deemed to be invalid or unenforceable it shall not affect the validity or enforceability of any other provision of this Agreement.
- 18. **Recording.** The TOWN shall record the Downtown Development Project Agreement with the Gaston County Register of Deeds within fourteen (14) days of the execution of this Agreement. The burdens are binding upon, and the benefits of the Downtown Development Project Agreement shall inure to, all successors to interest to the parties of the Agreement

IN WITNESS WHEREOF, the TOWN OF DALLAS, N.C. has caused this instrument to be signed in its municipal corporate name by its duly elected Mayor and its seal to be hereunto affixed by the Town Clerk, all by authority of its Board of Alderman and the OWNER has caused this instrument to be executed in its company name by its duly authorized representatives both the day and year first above written.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**TOWN**

**Town of Dallas**

By: \_\_\_\_\_

**Maria Stroupe, Town Manager**

\_\_\_\_\_  
**Rick Coleman, Town Mayor**

**OWNER**

**Sammy's Pub of Dallas, Inc.**

By: \_\_\_\_\_

**Jim Bailey, President**

**Dallas Property Holding, LLC**

By: \_\_\_\_\_

**Jim Bailey, Managing Member**

**ATTEST:**

**Approved As To Form and Legality**

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**Town Clerk**

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**Town Attorney**

NORTH CAROLINA  
GASTON COUNTY

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that **MARIA STROUPE** personally appeared before me this day and acknowledged the due execution of the foregoing document.

This the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

(SEAL)

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

NORTH CAROLINA  
GASTON COUNTY

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that **RICK COLEMAN** personally appeared before me this day and acknowledged the due execution of the foregoing document.

This the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

(SEAL)

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

NORTH CAROLINA  
GASTON COUNTY

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that Jim Bailey, President of Sammy's Pub of Dallas, Inc. personally appeared before me this day and acknowledged the due execution of the foregoing document on behalf of OWNER

This the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

(SEAL)

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

NORTH CAROLINA  
GASTON COUNTY

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that Jim Bailey, Managing Member of Dallas Property Holding, LLC personally appeared before me this day and acknowledged the due execution of the foregoing document on behalf of OWNER.

This the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

(SEAL)

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

## **EXHIBIT "A"**

1. In addition, the Town shall construct a 24 foot easement for the benefit of Owner for ingress, egress, and regress across Tract #2 as shown on the Survey by John W. Lineberger and dated July 17, 2018.
2. The Town shall also grant Owner a 15 foot drainage and utility easement as shown on Tract #2 of the Survey by John W. Lineberger and dated July 17, 2017.
3. The Town shall seek and obtain a variance from the existing City Ordinance to allow a zero foot front setback along a major thoroughfare.
4. The Town shall provide an enclosed dumpster site for use by the restaurant

# TOWN OF DALLAS, NORTH CAROLINA

## REQUEST FOR BOARD ACTION

DESCRIPTION: Approve Fiscal Year 2019-20 Budget Calendar

AGENDA ITEM NO. 8A

MEETING DATE: 12/11/2018

### BACKGROUND INFORMATION:

Each year the Town establishes a calendar for the preparation of the upcoming fiscal year's budget. Attached is a proposed calendar for the FY2019-20 budget process, including a Strategic Planning Meeting on Monday, February 18, 2019. The Planning Meeting would be held in the Mayor's Room at the Courthouse beginning with lunch at 11:30 am and then the meeting beginning at 12:00 pm. This meeting typically lasts 4 hours.

Two Budget Worksessions are scheduled: 1) Tuesday, March 26, 2019 and 2) Tuesday, May 28, 2019. These worksessions will be held in the Fire Department Community Room at 5:00 pm, with dinner available at 4:30 pm.

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MANAGER'S RECOMMENDATION: Approve the FY2019-20 Budget Calendar as presented.

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BOARD ACTION TAKEN:

## Town of Dallas FY 2020 Budget Calendar

Date	Description
January 25, 2019	Budget Forms to Department Heads
February 12, 2019	Department Heads forward Proposed Budget Requests to Town Manager and Finance Officer
February 18, 2019	Strategic Planning Meeting to Discuss Goals
February 25 - March 1, 2019	Department Meetings on Proposed Budget Requests
March 22, 2019	Draft Budget Submitted to Board
March 26, 2019	Budget Worksession
April 8 - April 12, 2019	Department Meetings on Proposed Budget Requests (if necessary)
May 17, 2019	Draft Budget Submitted to Board
May 28, 2019	Budget Worksession
June 11, 2019	Adoption of Budget Ordinance
June 30, 2019	End of FY19



**TOWN OF DALLAS, NORTH CAROLINA**

**REQUEST FOR BOARD ACTION**

**DESCRIPTION:** Approve Meeting Schedules for 2019

**AGENDA ITEM NO. 8B**

**MEETING DATE: 12/11/2018**

**BACKGROUND INFORMATION:**

Attached is the Board of Aldermen regular monthly meeting schedule, as well as the monthly work session schedule, for calendar year 2019. Upon approval, these schedules will be filed as required by G.S. § 143-318.12.

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**MANAGER'S RECOMMENDATION:** Approve the 2019 Meeting Schedules as presented.

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**BOARD ACTION TAKEN:**

## Town of Dallas Board of Aldermen 2019 Meeting Schedule

Tuesday, January 8, 2019	6:00 pm	Community Room
Tuesday, February, 12, 2019	6:00 pm	Community Room
Tuesday, March 12, 2019	6:00 pm	Community Room
Tuesday, April 9, 2019	6:00 pm	Community Room
Tuesday, May 14, 2019	6:00 pm	Community Room
Tuesday, June 11, 2019	6:00 pm	Community Room
Tuesday, July 9, 2019	6:00 pm	Community Room
Tuesday, August 13, 2019	6:00 pm	Community Room
Tuesday, September 10, 2019	6:00 pm	Community Room
Tuesday, October 8, 2019	6:00 pm	Community Room
Tuesday, November 12, 2019	6:00 pm	Community Room
Tuesday, December 10, 2019	6:00 pm	Community Room

Board meetings are held in the Community Room located at the Dallas Fire Station.

## Town of Dallas Board of Aldermen 2019 Work Session Schedule

Tuesday, January 22, 2019	5:00 pm	Community Room
Monday, February 18, 2019 (Strategic Planning)	11:30 am	Mayor's Room @ Courthouse
Tuesday, February, 26, 2019	5:00 pm	Community Room
Tuesday, March 26, 20189 (Budget)	5:00 pm	Community Room
Tuesday, April 23, 2019	5:00 pm	Community Room
Tuesday, May 28, 2019 (Budget)	5:00 pm	Community Room
Tuesday, June 25, 2019	5:00 pm	Community Room
Tuesday, July 23, 2019	5:00 pm	Community Room
Tuesday, August 27, 2019	5:00 pm	Community Room
Tuesday, September 24, 2019	5:00 pm	Community Room
Tuesday, October 22, 2019	5:00 pm	Community Room
Tuesday, November 26, 2019	5:00 pm	Community Room
Tuesday, December 24, 2019	No Work Session Scheduled	

Board work sessions are held in the Community Room located at the Dallas Fire Station.

# TOWN OF DALLAS, NORTH CAROLINA

## REQUEST FOR BOARD ACTION

DESCRIPTION: Ordinance to Demolish 301 N. College St.

AGENDA ITEM NO. 8C

MEETING DATE: 12/11/2018

### BACKGROUND INFORMATION:

The residence at 301 N College Street is currently owned by Saud Shawli. As a result of numerous neighbor complaints, the Town performed a property inspection on Sept. 28, 2018. The inspection confirmed that rehabilitation work was occurring on site without permits. In addition, the property was being still used as a residence at the date of the inspection but did not meet the Town's minimum housing standards.

A Notice of Complaint was sent on Oct. 9, 2018. A minimum housing hearing was held on October 23<sup>rd</sup>, 2018, and subsequently a Finding of Fact was issued and sent to the owner on October 26<sup>th</sup>, 2018. The findings of fact confirmed the details of the on site inspection to be accurate, determined the structure to be dilapidated, and ordered the owner to bring the property into compliance or to demolish the structure within 30 days, or by November 26, 2018. The owner did not appeal the order of the Development Services Director as outlined in 150.46(D).

A followup inspection occurred on Tuesday, December 4, 2018, and revealed that the minimum housing violations have still not been fully addressed. The Development Services Director is asking the Board of Alderman to consider adoption an Ordinance to Demolish- see attached.

If granted, the Development Services Director will post a placard prohibiting the use or occupation of the structure on the main entrance, and proceed with demolition and removal of the structure from the property – costs to be invoiced to the Owner.

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MANAGER'S RECOMMENDATION: Approve the Ordinance to Demolish as presented.

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BOARD ACTION TAKEN:

Print

Dallas, NC Code of Ordinances

§ 150.46 PROCEDURE FOR ENFORCEMENT.

(A) *Preliminary investigation; notice; hearing.*

(1) Whenever a petition is filed with the Housing Inspector by a Public Authority or by at least five residents of the town charging that any building, dwelling unit or rooming unit is unfit for human habitation, or whenever it appears to the Housing Inspector, upon inspection, that any building, dwelling unit or rooming (hereinafter collectively called **UNSAFE BUILDING**) is unfit for human habitation, he or she shall, if his or her preliminary investigation discloses a basis for the charges, issue and cause to be served upon the owner (as defined in § 150.41) of the unsafe building a complaint stating the charges and containing a notice that a hearing will be held before the Housing Inspector at a place and time therein fixed, not less than ten nor more than 30 days after the serving of the complaint. (1) (2)

(a) The owner shall have the right to file an answer to the complaint and to appear in person, or otherwise, and give testimony at the place and time fixed in the complaint.

(b) If applicable, notice of the hearing shall also be given to at least one of the persons signing a petition relating to the unsafe building.

(c) Any person desiring to do so may attend the hearing and give evidence relevant to the matter being heard.

(d) The rules of evidence prevailing in courts of law or equity shall not be controlling in hearing before the Housing Inspector.

(2) At the hearing the Housing Inspector may determine pursuant to G.S. § 160A-444 that an unsafe building is unfit for human habitation if he or she finds that conditions exist in the unsafe building that render it dangerous or injurious to the health, safety or morals of the occupants of the unsafe building the occupants of the neighboring buildings, or other residents of the town. The conditions may include, but are not limited to, the following defects therein increasing the hazards of fire, accidents or other calamities; failure in any way to conform to the minimum standards set forth in this Code; or especially dangerous to life because of bad condition of walls, overloaded floors, defective construction, decay, unsafe wiring or heating system or inadequate means of egress.

(B) *Procedure after hearing.* After the notice and hearing, the Housing Inspector shall state in writing his or her determination whether the unsafe building is unsafe for human habitation, and, if so, whether it is deteriorated or dilapidated. (3)

(1) If the Housing Inspector determines that the unsafe building is deteriorated, he or she shall state in writing his or her findings of fact in support of the determination, and shall issue and cause to be served upon the owner thereof an order directing and requiring the owner to repair, alter and improve the unsafe building to comply with the minimum standards of fitness established by this Code within a specified period of time, not to exceed 90 days. The order may also direct and require the owner to vacate and close the unsafe building until the repairs, alterations and improvements have been made.

(2) If the Housing Inspector determines that the unsafe building is dilapidated, he or she shall state in writing his or her findings of fact to support the determination, and shall issue and cause to be served upon the owner thereof an order directing and requiring the owner to either repair, alter, improve the unsafe building to comply with the minimum standards of fitness established by this Code or else vacate, close and remove or demolish the same within a specified period of time not to exceed 90 days. Except in emergency situations endangering the immediate health, safety or welfare of any persons, there shall be no demolition

of an unsafe building until the owner has first had a reasonable opportunity to bring it into conformity with this Code; **30 days is the minimum hereby established as such a reasonable opportunity and time.**

(C) *Failure to comply with order.*

(1) *In personam remedy.* If the owner of any deteriorated unsafe building shall fail to comply with an order of the Housing Inspector to repair, alter or improve the same within the time specified therein, or if the owner of a dilapidated unsafe building shall fail to comply with an order of the Housing Inspector to either repair, alter or improve the same; or vacate, close and remove or demolish the same within the time specified therein, the Housing Inspector may submit to the Town Board of Aldermen at its next regular meeting a resolution directing the Town Attorney to institute in the General Court of Justice an appropriate action to seek an order of the Court directing the owner to comply with the order of the Housing Inspector, as authorized by G.S. § 160A-446(g); or

(2) *In rem remedy.*

(a) If the owner of any deteriorated unsafe building shall fail to comply with an order of the Housing Inspector within the time fixed by that order to repair, alter or improve the same within the time specified therein; or if the owner of a dilapidated unsafe building shall fail to comply with an order of the Housing Inspector to either repair, alter or improve the same, or to vacate, close and remove or demolish the same within the time specified therein; or if judicial relief has not been sought or has not been granted as provided in division (C)(1) above, then in any of these events and pursuant to G.S. § 160A-443(4) and (5), the Housing Inspector shall request the Town Board of Aldermen to order him or her by an ordinance specifically describing the subject property to do the following: either to cause the unsafe building to be repaired, altered and improved to comply with the minimum standards of fitness established by this Code; or to cause the unsafe building to be vacated, closed and removed or demolished. The Board of Aldermen, in ordering one of the aforesaid alternatives, shall order the specific action that will best effectuate the purposes of this Code. Once the ordinance is adopted by the Town Board of Aldermen, a true copy of the ordinance shall be recorded in the Office of the Register of Deeds of the county and Registrar shall index the name of the property owner in the "Grantor Index", as provided by G.S. § 160A-443(5). ④

(b) Once such an ordinance is adopted by the Board of Aldermen, the Housing Inspector shall forthwith cause the repair, alteration and improvement or closing, vacating and removal or demolition to be carried out by any public authority or private concern. Pursuant to G.S. § 160A-443(6) the amount of the cost of repairs, alterations and improvements, or vacating, closing and removal or demolition shall be a lien against the real property upon which the cost was incurred. The lien shall be filed, have the same priority and be collected as the lien for special assessment provided in G.S. § 160A-223. If the unsafe building is removed or demolished by the Housing Inspector, he or she shall, if possible sell in any commercially reasonable manner the materials for the unsafe building and shall credit the proceed of the sale, if any, against the cost of the removal or demolition. Any balance remaining shall be deposited by the Clerk of Superior Court for subsequent disbursement by the court to the persons found by the court to be entitled thereto.

(3) *Placarding.* After there has been a failure of the owner to comply with an order of the Housing Inspector to repair, alter and improve or to vacate, close and remove or demolish the unsafe building, then the Housing Inspector shall cause to be posted on the main entrance of the unsafe building a placard with the following words: "This building is unfit for human habitation the use or occupation of this building for human habitation is prohibited and unlawful". Occupation or use of a building so posted is a violation of this Code and shall constitute a misdemeanor pursuant to G.S. § 14-4.

(D) *Appeals from orders of Housing Inspector.*

(1) An appeal from any decision or order of the Housing Inspector shall be taken within ten days from the rendering of the decision or if either the owner or his or her attorney was not present when the decision was rendered, then within ten days of service of the order, and the appeal shall be taken by filing with the Housing Inspector and with the Board of Aldermen (hereinafter called the Board) a notice of appeal which shall specify the grounds upon which the appeal is based.

(a) Upon the filing of any notice of appeal, the Housing Inspector shall forthwith transmit to the Board all the papers constituting the record upon which the decision appealed was made.

(b) When an appeal is from a decision of the Housing Inspector refusing to allow the person aggrieved thereby to do any act, his or her decision shall remain in force until modified or reversed.

(c) When any appeal is from a decision of the Housing Inspector requiring the person aggrieved to do any act, the appeal shall have the effect of suspending the requirement until the hearing by the Board, after the notice of appeal is filed with him or her, that by reason of the facts stated in the certificate (a copy of which shall be furnished the appellant), a suspension of his or her requirement shall not be suspended except by a restraining order, which may be granted for due cause upon not less than one day's written notice to the Housing Inspector, by the Board, or by a court of record upon petition made pursuant to G.S. § 160A-446(f) and division (E) below.

(2) The Board shall fix a reasonable time for the hearing of all appeals, shall give due notice to all parties and shall render its decision within a reasonable time. Any party may appear in person or by agent or attorney.

(a) The Board may reverse or affirm wholly or partly, or may modify the decision or order appealed from, and may make the decision and order as in its opinion ought to be made in the matter, and to that end it shall have all the powers of the Housing Inspector, but the concurring vote of three-fourths of the members of the Board shall be necessary to reverse or modify any decision or order of the Housing Inspector.

(b) The Board shall have power also in passing upon appeals, in any case where there are practical difficulties or unnecessary hardships in the way of carrying out the strict letter of the ordinance, to adapt the application of the ordinance to the necessities of the case to the end that the spirit of the ordinance shall be observed, public safety and welfare secured, and substantial justice done.

(3) Every decision of the Board shall be subject to review by the Superior Court of the county by proceedings in the nature of certiorari instituted within 15 days of the decision of the Board, but not otherwise.

(E) *Petition to superior court by owner.* Any person aggrieved by an order issued by the Housing Inspector or a decision rendered by the Board shall have the right, within 30 days after issuance of the order or rendering of the decision, to petition the Superior Court for a temporary injunction restraining the Inspector pending a final disposition of the cause, as provided by G.S. § 160A-446(f).

(Prior Code, § HB-I-12)

## Minimum Standards Of Fitness Checklist

Property Address: 301 N College St

Inspected By: Tiffany Faro

Owner Name: Sand Shawli Phone #: \_\_\_\_\_

Inspect Date: 9/28/2018

Brian Sisk (Elected County)

Certificate of Compliance/ Final Building Inspections	
<b>Plumbing Systems and Equipment</b>	
X	A connection to a potable water supply and to the public sewer supply and to the public or other approved sewage disposal system
X	A kitchen sink, lavatory, tub or shower and a water closet, all in good working condition and installed in accordance with the adopted Plumbing Code, and located within the dwelling unit and accessible to the occupants. The water closet and tub or shower shall be located in a room or rooms affording privacy to the user.
X	Plumbing all of which meets the standards of the adopted Plumbing Code and which is in a state of good repair and in good working order
X	Connections to the kitchen sink, lavatory and tub or shower of an adequate supply of both cold and hot water. All water shall be supplied through an approved pipe distribution system connected to a potable water supply;
X	Installations of all hot water heating appliances according to the Plumbing Code adopted by the town and capable of supplying a continuous source of hot water, on demand, to all the required fixtures at a temperature of not less than 120°F
<b>Ventilation</b>	
X	Windows and the like: every habitable room shall have at least one window or skylight facing directly to the outdoors
X	The minimum total window area, measured between stops, for every habitable room shall be 10% of the floor area of the room. <ul style="list-style-type: none"> <li>• Whenever walls or other portions of structures face a window of any like room and the light obstruction structures are located less than five feet from the window and extend to a level above that of the ceiling of the room, the window shall not be deemed to face directly to the outdoors and shall be included as contributing to the required minimum total window area.</li> <li>• Whenever the only window in the top of the room is a skylight type window in the top of the room, the total window area of the skylight shall equal at least 15% of the total floor area of the room.</li> </ul>
X	Every public hall and stairway in every multiple dwelling shall be adequately lighted by electric lights at all times when natural daylight is not sufficient.
X	All fixtures, receptacles, equipment and wiring should be maintained in a state of good repair, safe, capable of being used and installed in accordance with the electric code adopted by the town.
✓	The minimum capacity of the service supply and the main disconnect switch shall be sufficient to carry adequately the total load as required by the electrical code adopted by the town.
<b>Heating</b>	
X	Every central or electric heating system shall be of sufficient capacity so as to heat each dwelling unit to which it is connected with <u>minimum temperature of 70°F</u> measured at a point three feet above the floor during ordinary minimum winter conditions. OR <u>(no heat observed)</u> Each dwelling unit shall be provided with sufficient fireplaces, chimney flues or gas vents whereby heating appliances may be connected so as to furnish a <u>minimum temperature of 70°F</u> measured at a point three feet above the floor during ordinary minimum winter conditions.
X	Heating appliances and facilities shall be installed in accordance with the Building Code adopted by the town and shall be maintained in a safe and good working condition.



## Minimum Standards Of Fitness Checklist

<b>Space, Use, and Location</b>	
✓	<b>Dwelling unit.</b> Every dwelling unit shall contain at least 150 square feet of habitable floor area for the first occupant* at least 100 square feet of additional habitable floor area for each of the next three occupants and at least 75 square feet of additional habitable floor area for each additional occupant.
✓	<b>Room Sizes.</b> In every dwelling unit and in every rooming unit, every room occupied for sleeping purposes by one occupant* shall contain at least 70 square feet of floor area, and every room occupied for sleeping purposes by more than one occupant shall contain at least 50 square feet of floor area for each occupant 12 years of age and over and at least 35 square feet of floor area for each occupant under 12 years of age. Every dwelling unit and rooming unit shall contain at least the minimum room size in each habitable room as required by the Building Code adopted by the town.
✓	<b>Floor area calculation.</b> Floor area shall be calculated on the basis of habitable room area; however, closet area and hall area within the dwelling unit, where provided, may count for more than 10% of the required habitable floor area. The floor area of any part of any room where the ceiling height is less than four and one-half feet shall not be considered as part of the floor area in computing the total floor area of the room to determine maximum permissible occupancy.
✓	<b>Ceiling height.</b> At least one half of the floor area of every habitable room shall have a ceiling height of at least seven feet.
✓	<b>Cellar.</b> No cellar shall be used for living purposes.
✓	<b>Basements.</b> No basement shall be used for living purposes unless: <ul style="list-style-type: none"> <li>• the floor and walls are substantially water-tight;</li> <li>• the total window area, total openable window area and ceiling height are equal to this required for habitable rooms</li> <li>• The required minimum window area of every habitable room is entirely above the grade adjoining the window area, except where the window or windows face a stairwell, window well or accessway.</li> </ul>
<b>Control of Insects, Rodents, and Infestations</b>	
✗	<b>Screens.</b> For protection against mosquitoes, flies and other insects, every door opening directly from a dwelling unit to outdoor space shall have supplied and installed screens and a self-closing device; and every window or other device with openings to outdoor space, used or intended to be used for ventilation, shall likewise be supplied with screens installed.
✗	<b>Rodent control.</b> Every basement or cellar window used for ventilation, and every other opening to a basement which might provide an entry for rodents, shall be supplied with screens installed or other approved device as will effectively prevent their entrance.
✓	<b>Infestation.</b> Every occupant of a dwelling containing a single dwelling unit shall be responsible for the extermination of any insects, rodents or other pests therein or on the premises; and every occupant of a dwelling unit in a dwelling containing more than one dwelling unit shall be responsible for the extermination, whenever his or her dwelling unit is the only one infested. Notwithstanding caused by failure to the actual owner to maintain a dwelling in a rodent proof or reasonably insect-proof condition, extermination shall be the responsibility of the actual owner, as opposed to the tenant/occupant. Whenever infestation exists in two or more of the dwellings containing two or more dwelling units, extermination thereof shall be the responsibility of the owner, and not the tenants.
✓	<b>Rubbish.</b> Every dwelling unit shall be supplied with adequate rubbish storage facilities.
✓	<b>Garbage.</b> Every dwelling unit shall have adequate garbage disposal facilities or garbage storage containers, having a capacity of not more than 30 gallons per each container.

Occupant. For the purposes of this section, a person under one year of age shall not be counted as an occupant.

## Minimum Standards Of Fitness Checklist

<b>Safe and Sanitary Maintenance</b>	
X	<i>Exterior foundation wall and roofs.</i> Every foundation wall, exterior wall and exterior roof shall be substantially weather-tight, water-tight and rodent-proof; shall be capable of affording privacy; shall be safe to use and capable of supporting the load which normal use may cause to be placed thereon. Every exterior wall shall be protected with paint or other protective covering to prevent the entrance or penetration of moisture or the weather.
X	<i>Interior floors, walls and ceilings.</i> Every floor, interior wall and ceiling shall be substantially rodent-proof; shall be kept in sound condition and good repair; and shall be safe to use and capable of supporting the load placed thereon.
✓	<i>Stairs, porches and appurtenances.</i> Every inside and outside stair, porch and any appurtenance thereto shall be safe to use and capable of supporting the load that normal use may cause to be placed thereon; and shall be kept in sound condition and good repair.
X	<i>Bathroom floors.</i> Every bathroom floor surface and water closet compartment floor surface shall be constructed and maintained so as to be substantially impervious to water and so as to permit the floor to be easily kept in a clean and sanitary condition.
X	<i>Supplied facilities.</i> Every supplied facility piece of equipment or utility, which is required under this Code shall be so constructed and installed that it will function safely and effectively and shall be maintained in sound working condition.
X	<i>Drainage.</i> Every yard shall be properly graded so as to obtain thorough drainage and so as to prevent the accumulation of stagnant water.
X	<i>Egress.</i> Every dwelling unit shall be provided with means of egress as required by the Building Code adopted by the town.
X	<i>Noxious weeds.</i> Every yard and all exterior property areas shall be kept free of noxious weeds or plant growth which are in excess of 12 inches, and which cause or threaten to cause a hazard detrimental to the public health and safety.
<b>Structural Condition.</b>	
X	Walls or partitions or supporting members, sills, joists, rafters or other structural members shall not list, lean or buckle, and shall not be rotten deteriorated or damaged, and shall not have holes or cracks which might admit rodents.
X	Floors or roofs shall have adequate supporting members and strength to be reasonably safe for the purpose used.
X	Foundations, foundation walls, piers or other foundation supports shall not be deteriorated or damaged.
✓	Steps, stairs, landings, porches or other parts or appurtenances shall be maintained in a condition so that they will not fail or collapse.
X	Adequate facilities for egress in case of fire or panic shall be provided.
X	Interior walls and ceilings of all rooms, closets and hallways shall be finished of suitable materials, which will, by use of reasonable household methods promote sanitation and cleanliness and shall be maintained in a manner so as to enable the occupants to maintain reasonable privacy between various spaces.
X	The roof, flashing, exterior walls, basement walls, floors and all doors and windows exposed to the weather shall be constructed and maintained so as to be weather- and water-tight.
NA	There shall be no chimneys or parts thereof which are defective, deteriorated or in danger of failing, or in a condition or location as to constitute a fire hazard.
✓	There shall be no use of the ground for floors, or wood floors on the ground.

**Notes:**

Joseph Brian Seibe - Director of Inspection - Costly Cook  
 Development Services - Town of Dallas

Pictures taken 9/28/2018



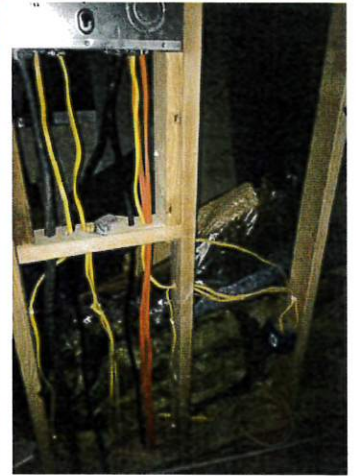
Open air gap above front door



Exposed studs / wiring



Exposed ceiling / no lighting



no wall between bathroom/storage, improper wiring



moisture spots on unpainted drywall



cloudy windows - not sealed.



toilet not hooked up - only bathroom



no kitchen counters or appliances (fridge only)



blockers & imperable water heater



uncovered outlets



unfinished floor material



Open wall from former chimney?



new unpermitted electric work



dangling light fixtures



Windows re-sized



missing string- accessory structure



improper light, storage of new building materials



unfinisher floors & walls



building materials outside



new sheathing



elec. box



Plywood covering old window openings (re-sized)



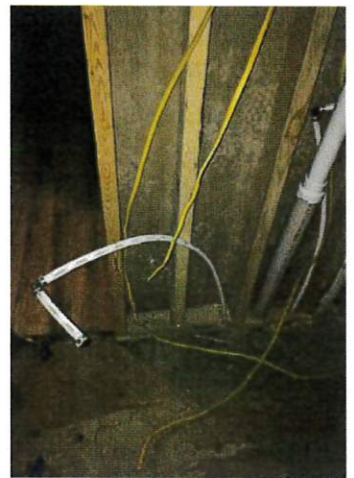
windows too small



exterior storage, building materials



exposed electrical



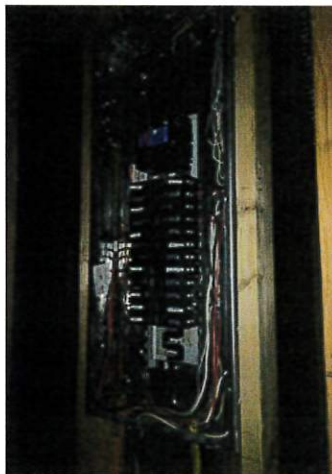
exposed water lines



large limbs outside



re-framed window



electrical box



improper light mount



kitchen sink (removed from home)



no rising @ rear



room inaccessible



no bath fixtures connected



②

**COMPLAINT AND NOTICE HEARING  
BEFORE PLANNING/ZONING ADMINISTRATOR UNDER HOUSING**

October 9, 2018

**Mayor**  
Rick Coleman

SAUD MOHAMMED SIRAJ SHAWLI  
301 N COLLEGE ST  
DALLAS, NC 28034

**Aldermen**  
Jerry Cearley  
Allen Huggins  
Darlene Morrow  
Stacey Thomas  
Hoyle Withers

Cc: HALA ABDELAAL

**Property Address: 301 N COLLEGE ST, DALLAS NC 28034**

**Town Manager**  
Maria Stroupe

Dear Resident/Property Owner,

**Town Clerk/HR**  
Da'Sha Leach

YOU ARE HEREBY NOTIFIED that the structure located at the place designated above is in a condition that appears to be hazardous to the public health, safety and welfare and to violate the town's Housing Code in the following way(s):

**Finance**  
Jonathan Newton

**150.22 (A)** Zoning permit required. No alteration, remodeling, repair, enclosure, or construction of any building or structure (including fences) shall take place until an application and plans are submitted for review and approval in the form of a zoning permit by the town's Development Services Director.

**Town Attorney**  
J. Thomas Hunn

**150.40(A)** All buildings or structures both existing and new, and all parts thereof, shall be maintained in a safe and sanitary condition.

**Police**  
Allen Scott

**150.40 (C)** The owner, or his or her designated agent shall be responsible for the maintenance of buildings, structures and premises to the extent set out in § 150.45.

**Electrical**  
J. Doug Huffman

**150.43** All buildings dwelling units and rooming units shall provide for a healthful environment with living facilities arranged and equipped to assure such a condition. Under this section appear the fundamental requirements of this Code which shall be observed in determining the fitness of a building for human habitation.

**Public Works**  
Bill Trudnak

(A) *Certificate of compliance.* No person shall occupy or allow another to occupy, or hold out for intended use for human habitation any building, dwelling unit or rooming unit designed or intended to be used for the purpose of human habitation which does not comply with the standards of this Code and for which a valid certificate of compliance has not been issued.

**Development Svc**  
Tiffany Faro

**Fire Chief**  
Steven Lambert

**Recreation**  
Steven Aloisa

YOU ARE FURTHER NOTIFIED that a hearing will be held before the Development Services Director of the Town of Dallas at his or her office in the Town Hall at 2 o'clock p.m. on the 23<sup>rd</sup> day of October, 2018, for the purpose of finding the facts as to whether or not the condition of the structure falls within the scope of the above mentioned section(s) of the Housing Code. At the hearing, you shall be entitled to file answer to the complaint and to be heard in person or by counsel upon all legal or factual questions relating to this matter and shall be entitled to offer the evidence which is relevant or material to the questions sought to be determined or the remedies sought to be effected.

Town of Dallas  
210 N. Holland St.  
Dallas, NC 28034

**Phone:**  
704-922-3176

**Fax:**  
704-922-4701

**Web Page:**  
[www.dallasnc.net](http://www.dallasnc.net)

Continue on Back

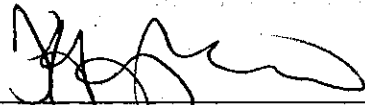


*Did You Know?* Online access is now available at [www.dallasnc.net](http://www.dallasnc.net) for viewing our complete Code of Ordinances, printing permit applications and forms, reporting any code concerns, and much more!

YOU ARE FURTHER NOTIFIED that if, upon the hearing, the Development Services Director shall find that the conditions in the above described structure do in fact violate the Housing Code, and do in fact render the structure hazardous to the health, safety and welfare of the residents of the town, the Development Services Director will issue an order in writing directed to the owner of the structure requiring the owner to remedy these conditions by repairing the same or else by demolishing or removing the same, or by taking other steps as may be necessary to remedy these conditions. The Development Services Director may make other orders and take other procedures as are authorized under the Housing Code and the General Statutes of North Carolina.

Further information as to this matter may be obtained by contacting the undersigned.

This the 9<sup>th</sup> day of October, 2018.



---

Tiffany Faro  
Development Services Director  
[tfaro@dallasnc.net](mailto:tfaro@dallasnc.net)

### FINDINGS OF FACT AND ORDER

TO: Owners and parties in interest of the structure located at 301 N College St. in the Town of Dallas, North Carolina.

The undersigned Development Services Director of the Town of Dallas, pursuant to law, conducted a hearing at the time and place stated in the Complaint and Notice heretofore issued and served, or at a time to which the hearing was continued with previous notice to the above named owners and parties in interest or their agents or attorneys. At the hearing, the answer, if any, filed by the owners and parties in interest was read and considered, and the evidence, contention and views of the owners and parties in interest were carefully analyzed and considered by the undersigned. In addition to other evidence presented, the undersigned personally inspected the structure described above, and the inspection and examination has been considered, along with other evidence offered at this hearing,

Upon the record and all of the evidence offered and contentions made, the undersigned Housing Inspector does hereby find the following facts:

1. The above named owners and parties in interest with respect to the structure located at the place specified above were duly served as required by law with written Complaint and Notice of hearing which set forth the Complaint that the structure located at the above address is hazardous to the health, safety and welfare of the residents of the town and violation of the town's Housing Code, and particulars thereof, and fixed a time and place for a hearing upon the complaint as provided by law. At the hearing, the following owners, persons in interest, or their agents or attorneys, were present and participated therein: Tiffany Faro (Development Services Director), Saud Shawli (owner), Hala Abdelaal (girlfriend of owner), Tom Hunn (Town attorney), Joseph Brian Sciba (Gaston County Building Inspections), and Donald Kirksey (neighbor).

2. The structure described above violates the town's Housing Code, by reason for the following conditions found to be present and to exist in and about the structure:

- A. Rehabilitation work in progress without proper permits. (150.22)
- B. The structure is not being maintained in a safe and sanitary condition. (150.40)
- C. The structure does not meet the Town of Dallas' Minimum Standards of Fitness, and at the time of inspection, the structure was being occupied as a residence. (150.43)
- B. The structure is unfit for human habitation, and is determined to be dilapidated. (150.41)

Tax Value of Building= \$34,745                      Rehabilitation Estimate= over \$17,372.50

(Note: Per 150.39, If, within any period of 12 months, alterations or repairs are made to an existing building costing in excess of 50% of the then physical value of the building, the building shall be made to conform to the requirements of the Building Code for new buildings.)

3. Due to these conditions the structure described above is found to be hazardous to the health, safety and welfare of the residents of the town and in violation of the town's Housing Code.

**IT IS THEREFORE ORDERED** that the owners of the structure named above are required to bring the structure unto compliance with the Housing Code by repairing, altering or improving the structure so that it is no longer hazardous to the public health, safety and welfare of the residents of the town, **OR** else by demolishing or removing the structure from the premises by a date not later than the day of **Monday, November 26, 2018.**

This, the 24<sup>th</sup> day of October, 2018.

  
Development Services Director



### Steps for Repair:

- Obtain zoning Permit for any unpermitted work and all future work to be completed (drawings with dimensions required).
- Obtain all required building permits from Gaston County.
- Request temporary water and/or power if needed.
- Once work is complete/ all violations addressed, contact Development Services Director to schedule a re-inspection of the property on or before the deadline.
  - o Proof of final building inspections from Gaston County (passed) will be required.

### Steps for Demolition:

- Obtain a demolition permit from Town of Dallas and Gaston County
  - o Some properties may be eligible for burn demolition via our Fire Department. Please contact Fire Chief Steve Lambert for additional information if interested at [slambert@dallasnc.net](mailto:slambert@dallasnc.net) or 704-922-7761.
- Contact Development Services Director to confirm completion (including cleanup/removal of debris)

**PLEASE NOTE:** Guidelines above are for Minimum Housing Violations only. If other violations have been issued, the owner is responsible for correction as soon as possible. It is the owner's responsibility to contact the Development Services Director to confirm that the violations are no longer present to avoid abatement, civil penalties, and/or liens by the Town of Dallas, and request a re-inspection of the property.

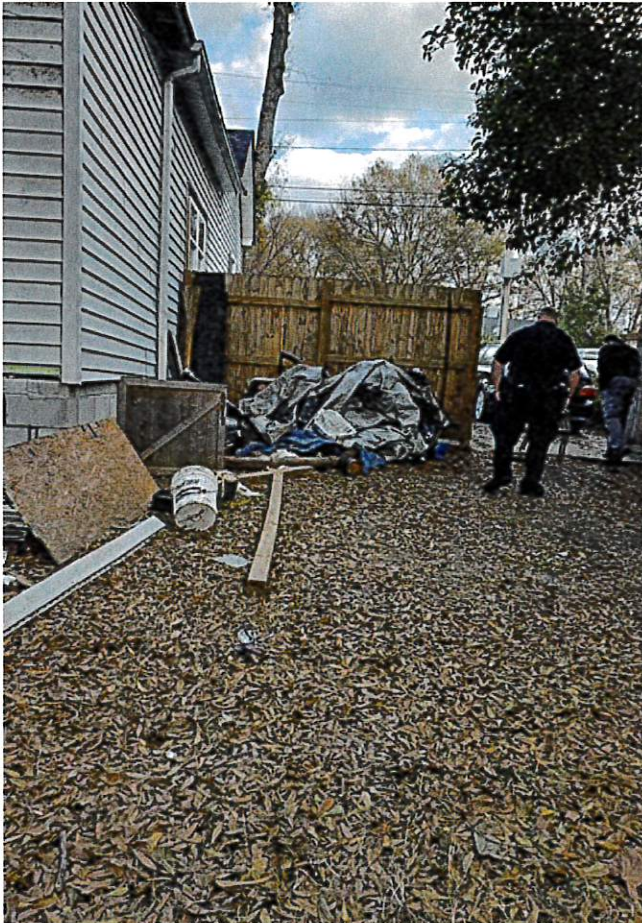
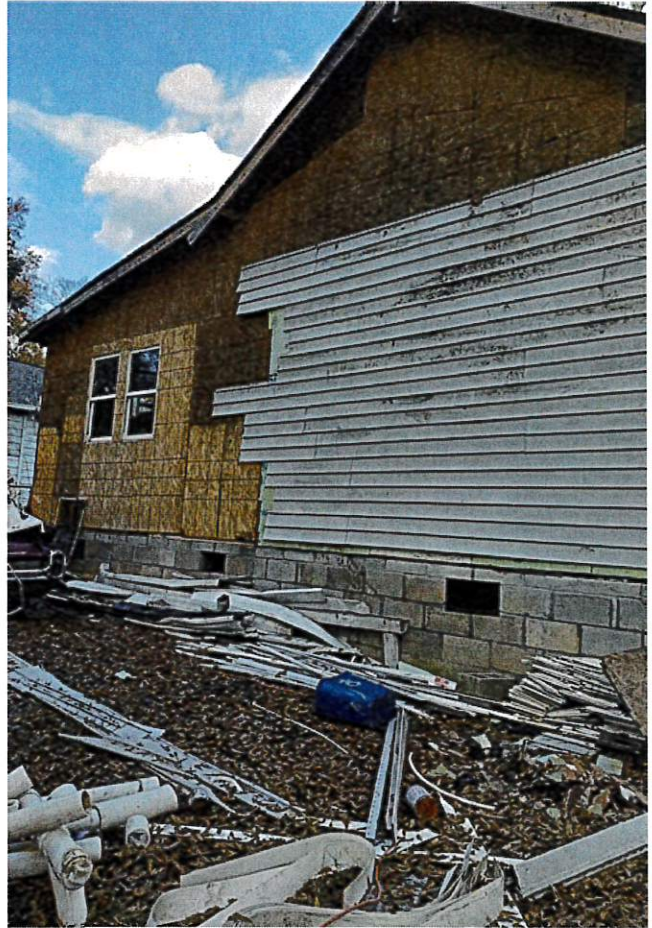
GASTON COUNTY PERMITS & INSPECTIONS

**301 N COLLEGE ST, DALLAS NC 28034**

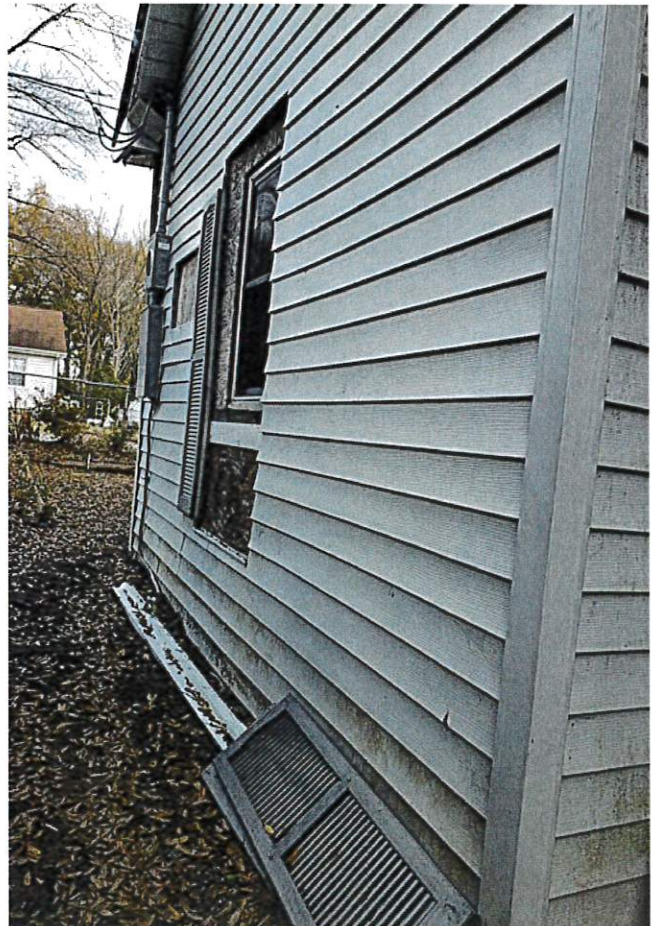
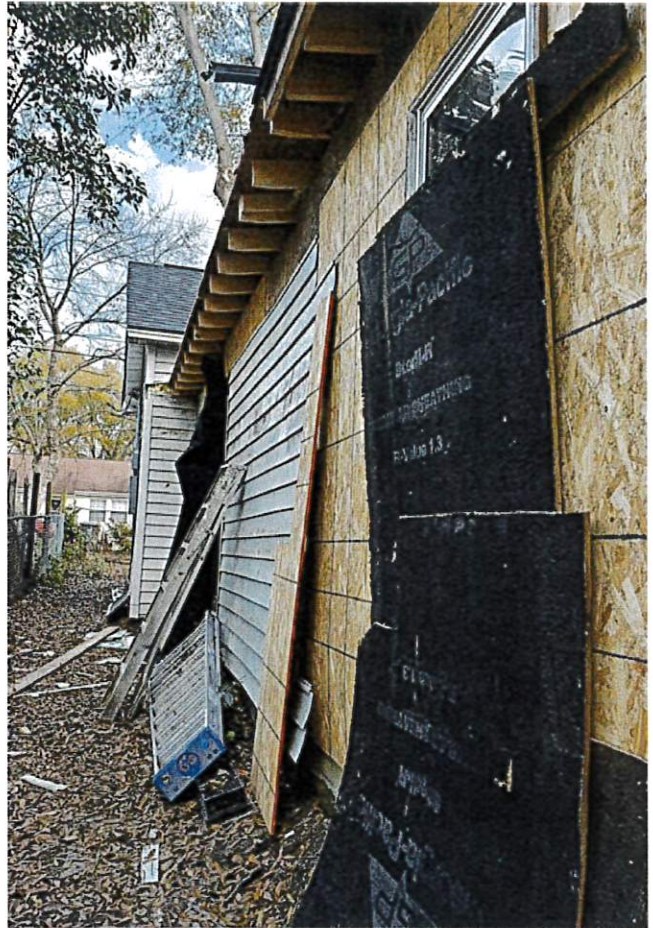
Exported 12/4/2018

Case Number	Type	Status	Requested Date	Scheduled Date	Module Name
OWNER-18-10-26-00076	Owner Building (Res.)	Issued			Permit
ESS-005272-2018	Electrical Saw Service	Re-inspection required (with fee)	11/1/2018	11/1/2018	Inspection
PRI-005273-2018	Plumbing Rough-In	Re-inspection required	11/1/2018	11/1/2018	Inspection
PRI-005771-2018	Plumbing Rough-In	Re-inspection required	11/6/2018	11/6/2018	Inspection
ERI-006315-2018	Electrical Rough-In	Re-inspection required (with fee)	11/9/2018	11/13/2018	Inspection
PRI-006314-2018	Plumbing Rough-In	Re-inspection required	11/14/2018	11/15/2018	Inspection
ERI-006627-2018	Electrical Rough-In	Re-inspection required	11/16/2018	11/16/2018	Inspection
PRI-006771-2018	Plumbing Rough-In	Passed	11/19/2018	11/19/2018	Inspection
ERI-006770-2018	Electrical Rough-In	Passed	11/20/2018	11/20/2018	Inspection

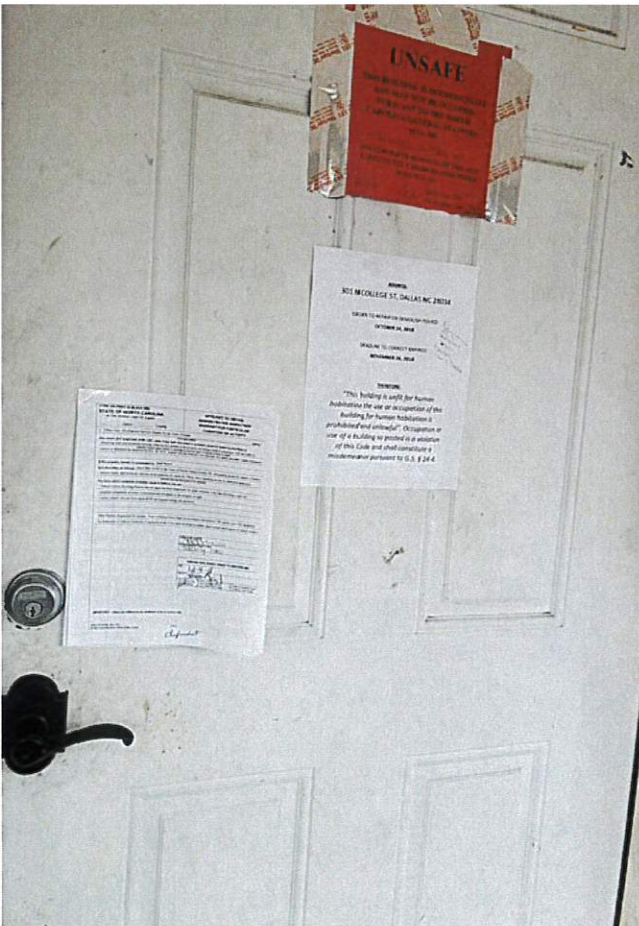
Pictures taken 12/4/2018



Pictures taken 12/4/2018



Pictures Taken 12/4/2018



Type: CONSOLIDATED REAL  
PROPERTY  
Recorded: 12/23/2016 10:36:21 AM  
Fee Amt: \$51.00 Page 1 of 3  
Revenue Tax: \$25.00  
Gaston, NC  
Susan S. Lockridge Register of Deeds

BK 4887 PG 223 - 225

**NORTH CAROLINA GENERAL WARRANTY DEED**

Excise Tax: \$25.00

PARCEL IDENTIFIER NO. 132187

VERIFIED BY \_\_\_\_\_ COUNTY ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

THIS INSTRUMENT WAS PREPARED BY: HARRY MARSH LAW *(Master Title)*

RETURN TO: HARRY MARSH LAW 10550 INDEPENDENCE POINTE PKWY #302, MATTHEWS, NC 28105

BRIEF DESCRIPTION FOR THE INDEX: 301 N. College Street, Dallas, NC 28034

THIS DEED made this 21<sup>st</sup> day of December, 2016 by and between

**GRANTOR**

Ann C. Crunkleton Helms  
FKA, Ann C. Gibby (unmarried)

Mailing Address: 2383 Box Scout Road  
Lincolnton, NC 28092

**GRANTEE**

Saud Mohammed Siraj Shawil

Property Address: 301 N. College Street  
Dallas, NC 28034

Mailing Address:

**WITNESSETH:** That said Grantor has remained and released and by these presents do remise, release, convey and forever convey unto Grantee, their heirs, and/or successors and assigns, all right, title, claim and interest of the Grantor in and to a certain lot(s) or parcel of land situated in the City of Dallas, Gaston County, State of North Carolina, and more particularly described as follows:

See attached Exhibit "A"

All or a portion of the property herein conveyed ( ) includes  ( ) does not include the primary residence of a Grantor.

Submitted electronically by "Robinson and Lauterbach, Attorneys At Law, PLLC"  
in compliance with North Carolina statutes governing recordable documents  
and the terms of the submitter agreement with the Gaston County Register of Deeds.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 1346 at Page 570.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against lawful claims of all persons whomsoever, other than the following exceptions:

All such valid and enforceable easements, restrictions and rights of way of record and the lien of ad valorem taxes for the current year which the grantee herein assumes and agrees to pay.

IN WITNESS WHEREOF, the Grantor has hereunto set their hand and seal the day and year first above written.

*Ann Crunkleton Helms* (SEAL)  
Ann C. Crunkleton Helms FKA, Ann C. Gibby

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I certify that Ann C. Crunkleton Helms FKA, Ann C. Gibby, who is known to me or proved to me on the basis of satisfactory evidence to be the person(s) described, personally appeared before me this day; each acknowledging to me that he/she voluntarily signed the foregoing instrument for the purposes therein expressed.

Witness my hand and Notarial stamp or seal this 22<sup>nd</sup> day of December, 2016

Notary Signature: *Teresa P. Fisher*

Notary's Printed Name: TERESA P. FISHER

My Commission Expires: 10-09-17

(Notarial Seal)  
**TERESA P. FISHER**  
Notary Public  
Gaston County, NC  
My Commission Expires: 10/09/2017

Exhibit "A"

LYING and being in the Town of Dallas, Gaston County, North Carolina, and more particularly described by courses and distances as follows, viz:

BEGINNING at a stake in the Western edge of Holland Avenue (now College Street) said beginning stake being situated South 4 degrees West 419 feet from the intersection of the Western edge of College Street with the Southern line of Shelton and runs thence North 86 degrees West 186 feet to a stake; thence South 4 degrees West 60 feet to stake in the Northern edge of an alley; thence South 86 degrees East 186 feet to a stake in the Western edge of College Street; thence with the Western edge of College Street, North 4 degrees East 60 feet to the beginning.

UNOFFICIAL



**ORDINANCE TO REMOVE OR DEMOLISH**

**AN ORDINANCE DIRECTING THE DEVELOPMENT SERVICES DIRECTOR TO REMOVE OR DEMOLISH THE STRUCTURE HEREIN DESCRIBED AS HAZARDOUS TO THE PUBLIC HEALTH, SAFETY, AND WELFARE AND DIRECTING THAT A NOTICE BE PLACED THEREON THAT THE SAME MAY NOT BE OCCUPIED.**

WHEREAS, the Board of Aldermen of the Town of Dallas, North Carolina finds that the structure described herein is hazardous to the health, safety, and welfare of the residents of the Town under the Town's Housing Code, and that all of the procedures of the Housing Code have been complied with; and

WHEREAS, this structure should be removed or demolished, as directed by the Housing Inspector, and should be placard by placing thereon a notice prohibiting use for human habitation; and

WHEREAS, the owner of this structure has been given a reasonable opportunity to bring the structure up to the standards of the Housing Code in accordance with G.S. §160A-443(5) pursuant to an order issued by the Development Services Director on **October 24, 2018**, and the owner has failed to comply with the order;

NOW, THEREFORE, BE IT ORDAINED by the Board of Aldermen of the Town of Dallas, North Carolina that:

SECTION 1. THE DEVELOPMENT SERVICES DIRECTOR is hereby authorized and directed to place a placard containing the legend:

*"This building is unfit for human habitation: the use or occupation of this building for human habitation is prohibited and unlawful."*

upon the structure located at the following address: **301 N COLLEGE ST, DALLAS NC 28034.**

SECTION 2. THE DEVELOPMENT SERVICES DIRECTOR is hereby authorized and directed to proceed to remove or demolish the above described structure in accordance with this order to the Owner hereof dated the **December 11, 2018**, and in accordance with the Housing Code and G.S. §160-443.

SECTION 3. THE COST OF REMOVAL OR DEMOLITION.

(a) The cost of removal or demolition shall constitute a lien against the real property upon which the cost was incurred. The lien shall be filed in the office of the Tax Collector, and shall have the same and be collected in the same manner as the lien for special assessment in G.S. §160A-233.

(b) Upon completion of the required removal or demolition, the Housing Inspector shall sell the material of the structure and credit the proceeds against the cost of removal or demolition. The Housing Inspector shall certify the remaining balance to the Tax Collector. If a surplus remains after sale of the materials and satisfaction of the cost of removal or demolition, the Housing Inspector shall deposit the surplus in the Superior Court where it shall be secured and disbursed in the manner provided in G.S. §160A-446(f).

SECTION 4. IT SHALL BE UNLAWFUL for any person to remove or cause to be removed the placard from any building to which it is affixed. It shall likewise be unlawful for any person to occupy or to permit the occupancy of any building therein declared to be hazardous to the public health, safety, and welfare.

SECTION 5. This subchapter shall become effective upon its adoption.

Adopted this 11<sup>th</sup> day of December, 2018.

\_\_\_\_\_  
Mayor Rick Coleman

ATTESTED:

\_\_\_\_\_  
Da'Sha Leach, Town Clerk

# TOWN OF DALLAS, NORTH CAROLINA

## REQUEST FOR BOARD ACTION

DESCRIPTION: Ordinance to Demolish 411 W. Trade St.

AGENDA ITEM NO. 8D

MEETING DATE: 12/11/2018

### BACKGROUND INFORMATION:

The residence at 411 W Trade St is currently owned by Robert Oleska. This property has received numerous complaints, and has been previously court ordered to "cease and desist from using or allowing his premises located at 411 W Trade Street in Dallas, North Carolina to be used in such a manner that violates the ordinances of the Town of Dallas, North Carolina."

The Development Services Director performed a minimum housing inspection at the property on November 28, 2018, and found the conditions to be in violation of the minimum housing standards of the Town. Gaston County was present during the inspection as well, and advised for all utilities to be cut off as the property was unsafe for habitation.

Mr. Oleska acknowledges that the building would take too much work to correct, and has voluntarily agreed to allow the Town of Dallas to demolish the structure and place a lien on his property in exchange for 45 days to remove all desired personal belongings from the premises. He has signed a formal Voluntary Demolition Agreement with the Town of Dallas agreeing to these terms.

The Development Services Director is asking the Board of Alderman to consider adoption an Ordinance to Demolish adhering to all conditions outlined in the Voluntary Demolition Agreement - see attached.

If granted, the Development Services Director will post a placard prohibiting the use or occupation of the structure on the main entrance, and proceed with any required testing, securing bids for demolition, and ultimately scheduling demolition of the structure once the 45 days has passed.

---

MANAGER'S RECOMMENDATION: Approve the Ordinance to Demolish as presented.

---

BOARD ACTION TAKEN:

## Minimum Standards Of Fitness Checklist

Property Address: 411 W Trade St  
 Owner Name: Oleska Phone #: 648-2020

Inspected By: Tiffany Faro  
 Inspect Date: 11/28/2018

<b>Certificate of Compliance/ Final Building Inspections</b>	
<b>Plumbing Systems and Equipment</b>	
	A connection to a potable water supply and to the public sewer supply and to the public or other approved sewage disposal system
X	A kitchen sink, lavatory, tub or shower and a water closet, all in good working condition and installed in accordance with the adopted Plumbing Code, and located within the dwelling unit and accessible to the occupants. The water closet and tub or shower shall be located in a room or rooms affording privacy to the user.
X	Plumbing all of which meets the standards of the adopted Plumbing Code and which is in a state of good repair and in good working order
X	Connections to the kitchen sink, lavatory and tub or shower of an adequate supply of both cold and hot water. All water shall be supplied through an approved pipe distribution system connected to a potable water supply;
X	Installations of all hot water heating appliances according to the Plumbing Code adopted by the town and capable of supplying a continuous source of hot water, on demand, to all the required fixtures at a temperature of not less than 120°F
<b>Ventilation</b>	
	Windows and the like: every habitable room shall have at least one window or skylight facing directly to the outdoors
	The minimum total window area, measured between stops, for every habitable room shall be 10% of the floor area of the room. <ul style="list-style-type: none"> <li>• Whenever walls or other portions of structures face a window of any like room and the light obstruction structures are located less than five feet from the window and extend to a level above that of the ceiling of the room, the window shall not be deemed to face directly to the outdoors and shall be included as contributing to the required minimum total window area.</li> <li>• Whenever the only window in the top of the room is a skylight type window in the top of the room, the total window area of the skylight shall equal at least 15% of the total floor area of the room.</li> </ul>
X	Every public hall and stairway in every multiple dwelling shall be adequately lighted by electric lights at all times when natural daylight is not sufficient.
X	All fixtures, receptacles, equipment and wiring should be maintained in a state of good repair, safe, capable of being used and installed in accordance with the electric code adopted by the town.
?	The minimum capacity of the service supply and the main disconnect switch shall be sufficient to carry adequately the total load as required by the electrical code adopted by the town.
<b>Heating</b>	
X	Every central or electric heating system shall be of sufficient capacity so as to heat each dwelling unit to which it is connected with <u>minimum temperature of 70°F</u> measured at a point three feet above the floor during ordinary minimum winter conditions. <b>OR</b> Each dwelling unit shall be provided with sufficient fireplaces, chimney flues or gas vents whereby heating appliances may be connected so as to furnish a <u>minimum temperature of 70°F</u> measured at a point three feet above the floor during ordinary minimum winter conditions.
X	Heating appliances and facilities shall be installed in accordance with the Building Code adopted by the town and shall be maintained in a safe and good working condition.

## Minimum Standards Of Fitness Checklist

<b>Space, Use, and Location</b>	
X	<p><i>Dwelling unit.</i> Every dwelling unit shall contain at least 150 square feet of habitable floor area for the first occupant* at least 100 square feet of additional habitable floor area for each of the next three occupants and at least 75 square feet of additional habitable floor area for each additional occupant. <i>due to accumulation</i></p>
	<p><i>Room Sizes.</i> In every dwelling unit and in every rooming unit, every room occupied for sleeping purposed by one occupant* shall contain <b>at least 70 square feet</b> of floor area, and every room occupied for sleeping purposes by more than one occupant shall contain at least 50 square feet of floor area for each occupant 12 years of age and over and at least 35 square feet of floor area for each occupant under 12 years of age. Every dwelling unit and rooming unit shall contain at least the minimum room size in each habitable room as required by the Building Code adopted by the town.</p>
	<p><i>Floor area calculation.</i> Floor area shall be calculated on the basis of habitable room area; however, closet area and hall area within the dwelling unit, where provided, may count for more than 10% of the required habitable floor area. The floor area of any part of any room where the ceiling height is less than four and one-half feet shall not be considered as part of the floor area in computing the total floor area of the room to determine maximum permissible occupancy.</p>
	<p><i>Ceiling height.</i> At least one half of the floor area of every habitable room shall have a ceiling height of at least seven feet.</p>
	<p><i>Cellar.</i> No cellar shall be used for living purposes.</p>
	<p><i>Basements.</i> No basement shall be used for living purposes unless:</p> <ul style="list-style-type: none"> <li>• the floor and walls are substantially water-tight;</li> <li>• the total window area, total openable window area and ceiling height are equal to this required for habitable rooms</li> <li>• The required minimum window area of every habitable room is entirely above the grade adjoining the window area, except where the window or windows face a stairwell, window well or accessway.</li> </ul>
<b>Control of Insects, Rodents, and Infestations</b>	
X	<p><i>Screens.</i> For protection against mosquitoes, flies and other insects, every door opening directly from a dwelling unit to outdoor space shall have supplied and installed screens and a self-closing device; and every window or other device with openings to outdoor space, used or intended to be used for ventilation, shall likewise be supplied with screens installed.</p>
X	<p><i>Rodent control.</i> Every basement or cellar window used for ventilation, and every other opening to a basement which might provide an entry for rodents, shall be supplied with screens installed or other approved device as will effectively prevent their entrance.</p>
X	<p><i>Infestation.</i> Every occupant of a dwelling containing a single dwelling unit shall be responsible for the extermination of any insects, rodents or other pests therein or on the premises; and every occupant of a dwelling unit in a dwelling containing more than one dwelling unit shall be responsible for the extermination; whenever his or her dwelling unit is the only one infested. Notwithstanding caused by failure to the actual owner to maintain a dwelling in a rodent proof or reasonably insect-proof condition, extermination shall be the responsibility of the actual owner, as opposed to the tenant/occupant. Whenever infestation exists in two or more of the dwellings containing two or more dwelling units, extermination thereof shall be the responsibility of the owner, and not the tenants.</p>
X	<p><i>Rubbish.</i> Every dwelling unit shall be supplied with adequate rubbish storage facilities.</p>
	<p><i>Garbage.</i> Every dwelling unit shall have adequate garbage disposal facilities or garbage storage containers, having a capacity of not more than 30 gallons per each container.</p>

*Occupant.* For the purposes of this section, a person under one year of age shall not be counted as an occupant.

## Minimum Standards Of Fitness Checklist

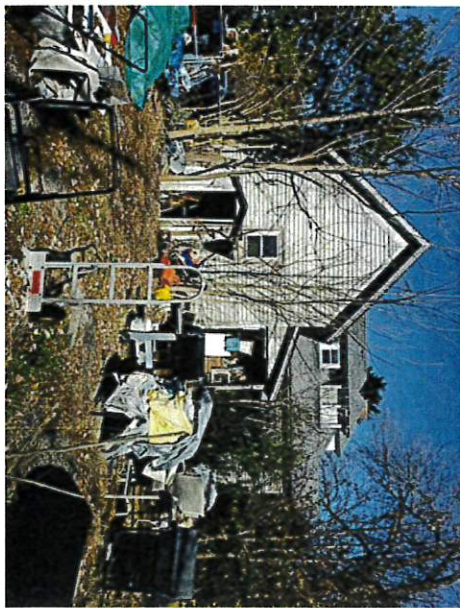
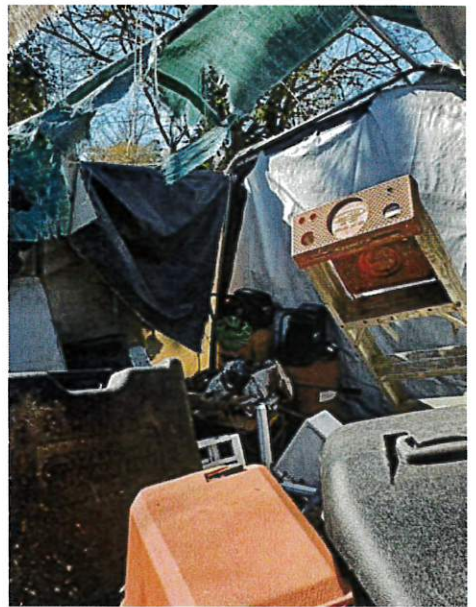
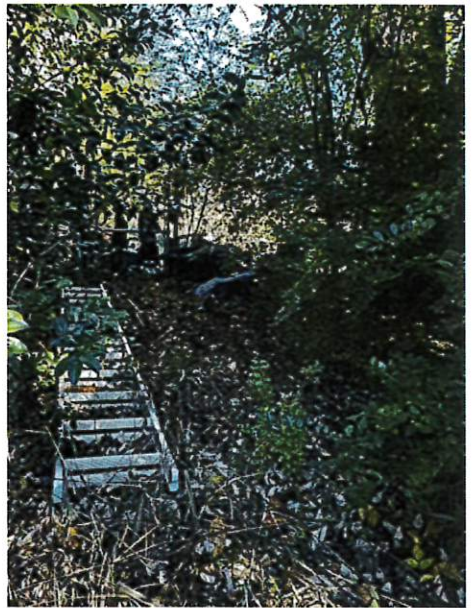
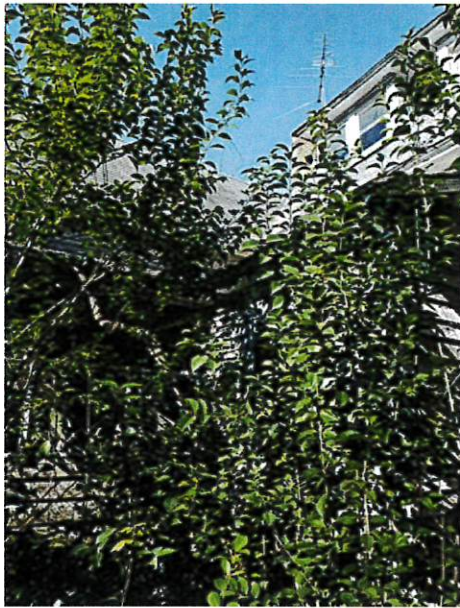
Safe and Sanitary Maintenance	
X	Exterior foundation wall and roofs. Every foundation wall, exterior wall and exterior roof shall be substantially weather-tight, water-tight and rodent-proof; shall be capable of affording privacy; shall be safe to use and capable of supporting the load which normal use may cause to be placed thereon. Every exterior wall shall be protected with paint or other protective covering to prevent the entrance or penetration of moisture or the weather.
X	Interior floors, walls and ceilings. Every floor, interior wall and ceiling shall be substantially rodent-proof; shall be kept in sound condition and good repair; and shall be safe to use and capable of supporting the load placed thereon.
X	Stairs, porches and appurtenances. Every inside and outside stair, porch and any appurtenance thereto shall be safe to use and capable of supporting the load that normal use may cause to be placed thereon; and shall be kept in sound condition and good repair.
X	Bathroom floors. Every bathroom floor surface and water closet compartment floor surface shall be constructed and maintained so as to be substantially impervious to water and so as to permit the floor to be easily kept in a clean and sanitary condition.
X	Supplied facilities. Every supplied facility piece of equipment or utility, which is required under this Code shall be so constructed and installed that it will function safely and effectively and shall be maintained in sound working condition.
	Drainage. Every yard shall be properly graded so as to obtain thorough drainage and so as to prevent the accumulation of stagnant water.
X	Egress. Every dwelling unit shall be provided with means of egress as required by the Building Code adopted by the town. <b>BLOCKED BY ACCUMULATION</b>
	Noxious weeds. Every yard and all exterior property areas shall be kept free of noxious weeds or plant growth which are in excess of 12 inches, and which cause or threaten to cause a hazard detrimental to the public health and safety.
Structural Condition	
X	Walls or partitions or supporting members, sills, joists, rafters or other structural members shall not list, lean or buckle, and shall not be rotten deteriorated or damaged, and shall not have holes or cracks which might admit rodents. <b>KITCHEN FLOOR</b>
X	Floors or roofs shall have adequate supporting members and strength to be reasonably safe for the purpose used.
X	Foundations, foundation walls, piers or other foundation supports shall not be deteriorated or damaged.
X	Steps, stairs, landings, porches or other parts or appurtenances shall be maintained in a condition so that they will not fail or collapse.
	Adequate facilities for egress in case of fire or panic shall be provided.
?	Interior walls and ceilings of all rooms, closets and hallways shall be finished of suitable materials, which will, by use of reasonable household methods promote sanitation and cleanliness and shall be maintained in a manner so as to enable the occupants to maintain reasonable privacy between various spaces.
X	The roof, flashing, exterior walls, basement walls, floors and all doors and windows exposed to the weather shall be constructed and maintained so as to be weather- and water-tight.
?	There shall be no chimneys or parts thereof which are defective, deteriorated or in danger of falling, or in a condition or location as to constitute a fire hazard.
X	There shall be no use of the ground for floors, or wood floors on the ground.

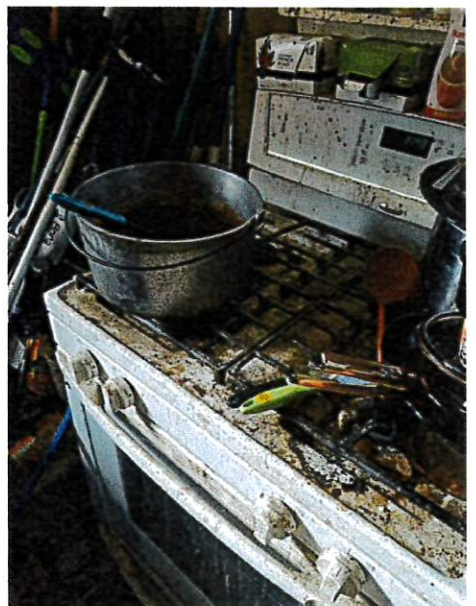
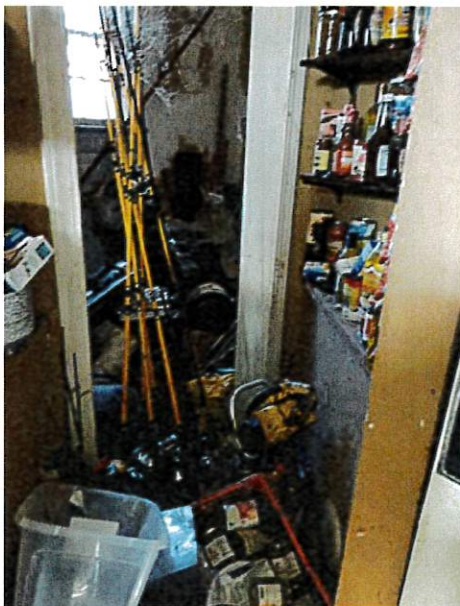
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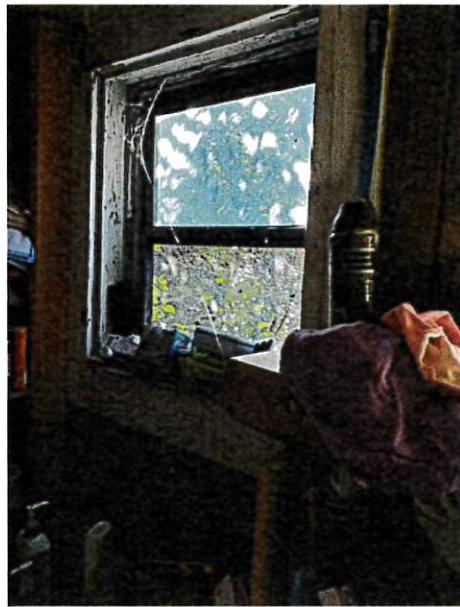
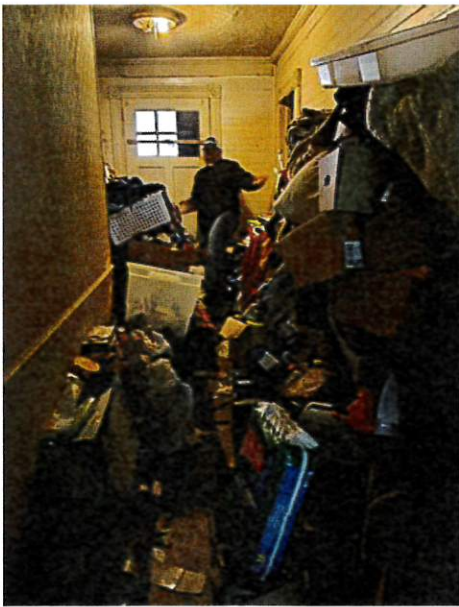
? - unable to fully inspect due to property conditions

OK  
 042-088

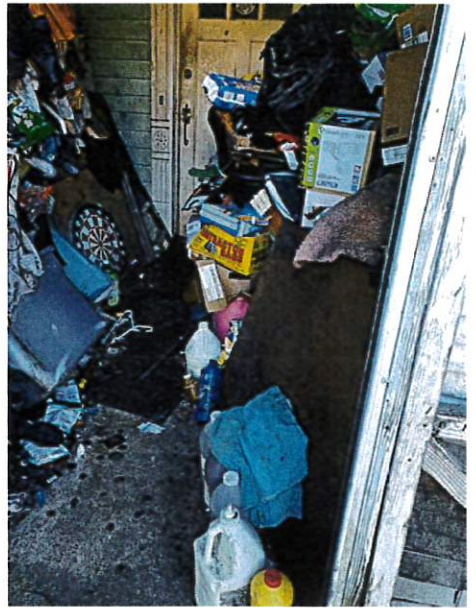
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PROPERTY OWNER CONSENT DEMOLITION PROGRAM

TOWN OF DALLAS, GASTON COUNTY, NORTH CAROLINA

RELEASE AND AGREEMENT

This Release and Agreement is made as of this 5TH day of December, 2018, by and between: **ROBERT WALTER OLESKA** ("Owner") having a mailing address of 411 W TRADE ST, DALLAS NC 28034 and owning real property located at **411 W TRADE ST, DALLAS NC 28034**, ("Property") having a parcel ID number of 132088 and **TOWN OF DALLAS** ("Town"), a North Carolina political subdivision, having a mailing address of 210 N Holland St, Dallas NC 28034.

WHEREAS, that Owner owns a parcel of land located at 411 W Trade St, Dallas NC, as described in Exhibit "A"; and

WHEREAS, that said property is unsafe as defined generally in Part 5, Article 19 of Chapter 160A of the North Carolina State Statutes, specifically in G.S. 160A-424, 425 and 426, and the Town has authority to enforce such provision under state law; and

WHEREAS, that the Owner acknowledges that said property violates the aforementioned statutes and ordinances, and such property therefore is unsafe and therefore and shall be demolished; and

Whereas, Owner desires to have the building removed from the property and acknowledges that its removal is for the betterment of the public's health, safety, and welfare; and,

Whereas, the Town is willing to remove the building by demolition to be conducted by a contractor chosen by the Town of Dallas; and,

Whereas, Owner is agreeable to allowing the Town to demolish the building, remove all demolition debris and grade the site at the above location. For and in consideration of the Town of Dallas providing services in the form of removing a building owned by and with consent by Owner, the actual cost of required testing/abatement prior to demolition, demolition of the structure, removal of demolition debris, and site grading will be collected by the Town as a lien against the property-allowing the owner to keep title to the property while paying off the demolition costs to the Town, or in its entirety at the time of property sale, preventing the Town from abating the nuisance and immediately instituting a judicial sale on the property.

## PROPERTY OWNER CONSENT DEMOLITION PROGRAM

This Release and Agreement is entered into voluntarily and is intended to release the Town of Dallas, its officers and employees, and agents thereof, for any and all claims that may occur as a result of services performed.

Now, therefore, Owner and Town agree as follows:

1. Town shall remove the building described above by demolition with voluntary consent of Owner.
2. The property described at 411 W Trade St is owned in its entirety by the undersigned, being Robert Walter Oleska.
3. The Town and Owner agree that the property is unsafe as defined in Part 5, Article 19 of Chapter 160A of the North Carolina State Statutes, and acknowledge the structure is in a substandard, deteriorated, or dilapidated condition, and that its removal benefits the public's health, safety, and welfare.
4. The parties also acknowledge that the cost to repair the property and bring it into compliance with state and local requirements will exceed fifty percent (50%) of the tax value of such dwelling.
5. Owner agrees that the Town has legal authority to order the Property to be demolished and the Town has the right to demolish the property, place a lien against the Property, and force a judicial sale in which a the highest bidder of the judicial sale will become the new owner of the Property.
6. In lieu of the Town engaging in the activities enumerated above, the Parties agree to allow the Town of Dallas to contract with a demolition contractor to demolish the structure and then haul the all debris away, being both the existing single family structure, accessory structure, and all outdoor storage of junk/debris.
7. The Town agrees to postpone demolition of the structure for 45 calendar days from the date of this signed agreement to allow Owner time to secure any desired personal belongings currently on the premises. The Owner agrees to allow access to the property for the purposes of any inspections, testing, or other required actions prior to structure demolition.

PROPERTY OWNER CONSENT DEMOLITION PROGRAM

8. The Town agrees to initially pay for any costs associated with structure demolition and property cleanup, placing a lien on the Owner's property at the time any expenses are incurred. The Owner may reimburse the Town for all costs either via partial/full payments or upon the sale of the subject property.
9. Owner agrees that a lien in the amount of actual cost of demolition and removal of the building will be assessed for the work completed by the Town. A Notice of Lien shall be filed by Town prior to commencing demolition, with said notice being released upon payment in full by Owner.
10. Any payments to the Town of Dallas shall be made to 210 N Holland St, Dallas NC 28034. The Town will authorize a partial or full certificate of lien satisfaction within 3 business days of payment by the Owner toward costs incurred.
11. Owner certifies that no liens, mortgages or other ownership(s) exist concerning said property. Furthermore, any and all insurance policies covering the building, and/or any personal contents contained therein, have been cancelled and are, therefore, no longer in force and effect.
12. The Owner or the Town has the right to request the cancellation this agreement in the event that demolition occurs prior to the time of Town demolition, or if the Owner enters into an alternate municipal or county agreement for corrective action at the subject property.
13. Owner shall indemnify and hold Town harmless of and from any and all claims, suits, actions, or judgments, including all expenses, attorney fees, witness fees, cost of defending any such action or claim, or appeals, therefrom, arising out of the Town of Dallas' demolition of the building.
14. Owner certifies that there are no hazardous materials located, stored, kept, maintained or possessed on or about the above described property.

Owner indicates 4 propane tanks for grills - 2 are connected to grill & 2 outdoors within fence. All will be removed prior to demolition.

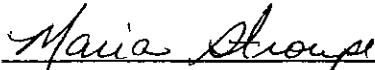
JF.  
Bwo 12/5/18  
LH 12/5/18

PROPERTY OWNER CONSENT DEMOLITION PROGRAM

TOWN OF DALLAS

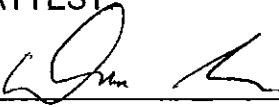


Tiffany Faro, Development Services Director



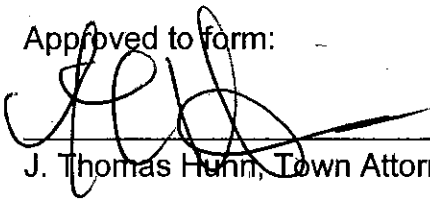
Maria Stroupe, Town Manager

ATTEST:



Da'Sha Leach, Town Clerk

Approved to form:



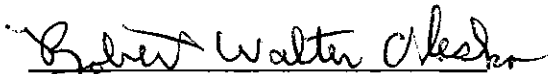
J. Thomas Hunn, Town Attorney

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act



Jonathan Newton, Finance Director

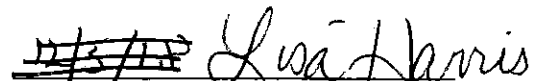
PROPERTY OWNER



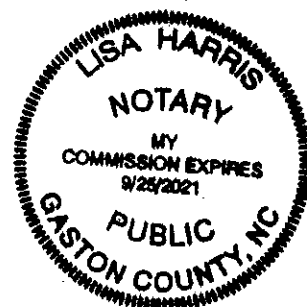
Robert Walter Oleska

12/5/18

NOTARIZED BY



12-5-18



PROPERTY OWNER CONSENT DEMOLITION PROGRAM

Exhibit "A"

Deed Book 1340, Page 0490

Lying and being in Dallas Township, Gaston County, North Carolina and being more particularly described as follows:

BEGINNING at an old iron in the southern margin of West Trade Street, said Beginning point lying North 89 degrees 01 minutes East 75.0 feet from the point of intersection of the eastern margin of Hoffman Street (formerly North Drive) and the southern margin of West Trade Street, thence from said Beginning Point and continuing with the southern margin of West Trade Street North 89 degrees 01 minutes East 82.0 feet to an old iron; thence, leaving the southern margin of said street South 4 degrees 30 minutes West 169.65 feet to an iron pin; thence, North 82 degrees 50 minutes West 82.0 feet to an old iron; thence North 4 degrees 36 minutes East 158.4 feet to an old iron in the southern margin of West Trade Street, the point and place of Beginning.

THE foregoing description was taken from an unrecorded survey made by J. H. Findlay, Registered Surveyor, dated August 25, 1980 and entitled "Property of Robert W. Oleska and wife, Josephine H. Oleska."

BEING the identical property conveyed to the Grantors herein by that certain deed duly recorded in Book 922 at Page 297 in the Gaston County Registry.

**ORDINANCE TO REMOVE OR DEMOLISH**

**AN ORDINANCE DIRECTING THE DEVELOPMENT SERVICES DIRECTOR TO REMOVE OR DEMOLISH THE STRUCTURE HEREIN DESCRIBED AS HAZARDOUS TO THE PUBLIC HEALTH, SAFETY, AND WELFARE AND DIRECTING THAT A NOTICE BE PLACED THEREON THAT THE SAME MAY NOT BE OCCUPIED.**

WHEREAS, the Board of Aldermen of the Town of Dallas, North Carolina finds that the structure described herein is hazardous to the health, safety, and welfare of the residents of the Town under the Town's Housing Code, and that all of the procedures of the Housing Code have been complied with; and

WHEREAS, this structure should be removed or demolished, as directed by the Housing Inspector, and should be placard by placing thereon a notice prohibiting use for human habitation; and

WHEREAS, the owner of this structure has voluntarily agreed in a formal written agreement to allow the Town of Dallas to demolish the structure located on the property, and for a lien to be placed on the property in the amount of all costs incurred;

NOW, THEREFORE, BE IT ORDAINED by the Board of Aldermen of the Town of Dallas, North Carolina that:

SECTION 1. THE DEVELOPMENT SERVICES DIRECTOR is hereby authorized and directed to place a placard containing the legend:

*"This building is unfit for human habitation: the use or occupation of this building for human habitation is prohibited and unlawful."*

upon the structure located at the following address: **411 W TRADE ST, DALLAS NC 28034.**

SECTION 2. THE DEVELOPMENT SERVICES DIRECTOR is hereby authorized and directed to proceed to remove or demolish the above described structure in accordance with the Voluntary Demolition Agreement, and in accordance with the Housing Code and G.S. §160-443.

SECTION 3. THE COST OF REMOVAL OR DEMOLITION.

(a) The cost of removal or demolition shall constitute a lien against the real property upon which the cost was incurred. The lien shall be filed in the office of the Tax Collector, and shall have the same and be collected in the same manner as the lien for special assessment in G.S. §160A-233.

(b) Upon completion of the required removal or demolition, the Housing Inspector shall sell the material of the structure and credit the proceeds against the cost of removal or demolition. The Housing Inspector shall certify the remaining balance to the Tax Collector. If a surplus remains after sale of the materials and satisfaction of the cost of removal or demolition, the Housing Inspector shall deposit the surplus in the Superior Court where it shall be secured and disbursed in the manner provided in G.S. §160A-446(f).

SECTION 4. IT SHALL BE UNLAWFUL for any person to remove or cause to be removed the placard from any building to which it is affixed. It shall likewise be unlawful for any person to occupy or to permit the occupancy of any building therein declared to be hazardous to the public health, safety, and welfare.

SECTION 5. This subchapter shall become effective upon its adoption.

Adopted this 11<sup>th</sup> day of December, 2018.

\_\_\_\_\_  
Mayor Rick Coleman

ATTESTED:

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Da'Sha Leach, Town Clerk

# TOWN OF DALLAS, NORTH CAROLINA

## REQUEST FOR BOARD ACTION

DESCRIPTION: Civil Emergency Ordinance

AGENDA ITEM NO. 8E

MEETING DATE: 12/11/2018

### BACKGROUND INFORMATION:

This item was discussed at the November 27<sup>th</sup> Work Session.

During the incidents of hurricane related weather this fall, it was discovered that the Town does not have an ordinance outlining procedures during a civil emergency. The absence of such an ordinance hampers Dallas' ability to declare a state of emergency, outline any restrictions that may need to be put in place, and could jeopardize the receipt of FEMA funds.

Attached is G.S. §166A-19.22, outlining declarations of states of emergency. Also attached, is the proposed ordinance

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MANAGER'S RECOMMENDATION: Approve the Civil Emergency Ordinance as presented.

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BOARD ACTION TAKEN:



## CHAPTER 36: CIVIL EMERGENCIES

### §36.01 DETERMINATION OF STATE OF EMERGENCY

A state of emergency shall be deemed to exist during an occurrence or imminent threat of widespread or severe damage, injury or loss of life or property resulting from any natural or man-made accidental, military, paramilitary, weather-related or riot-related cause.

### §36.02 DECLARATION BY MAYOR; RESTRICTIONS TO BE IMPOSED

(A) *Mayor to issue declaration*

- (1) In the event of an existing or threatened state of emergency endangering the lives, safety, health, and welfare of the people within the town, or any part thereof, or threatening damages to or destruction of property, the Mayor is hereby authorized and empowered to issue a public proclamation declaring to all persons the existence of such a state of emergency within all or a portion of the town , and , in order to more effectively protect the lives and property of people within the town, to place in effect any or all of the restrictions hereinafter authorized in this chapter.
- (2) The Mayor is hereby authorized and empowered to limit by the declaration the application of all or any part of such restrictions to any area specifically designated or described within the corporate limits of the town and to specific hours of the day and night; and to exempt from all or any part of such restrictions law officers, fire officers and other public employees, doctors, nurses, employees of hospitals and other medical facilities, on-duty military personnel, whether state or federal, on-duty employees of public utilities, public transportation companies and newspaper, magazine, radio broadcasting and television broadcasting corporations operated for profit; and such other classes of persons as may be essential to the preservation of public order and immediately necessary to serve the safety, health and welfare needs of the people within the town.
- (3) This declaration, and any prohibitions and restrictions made effective by it, shall take effect immediately upon publication unless the declaration sets a later time.
- (4) In the absence or disability of the Mayor, the Mayor Pro Tem shall be authorized to declare a state of emergency, imposing any or all prohibitions authorized in this policy. In the absence or disability of both the Mayor and the Mayor Pro Tem, the Fire Chief shall be authorized to declare a state of emergency, imposing any or all prohibitions authorized in this policy.

- (B) *Contents of declaration* – The declaration issued by the Mayor shall declare to all persons that a state of emergency exists and shall set forth the following:

- 1) The area within which the state of emergency exists, which may be the entire town or a specifically described portion of it. If not specified the default emergency area shall be the entire jurisdiction of the town;
- 2) The date and time from which the declaration shall be effective;
- 3) Any restrictions and prohibitions that shall be effective during the state of emergency and the penalties for violations; and
- 4) The date and time when the state of emergency shall terminate, unless extended or earlier terminated in accordance with §36.05 of this chapter.

### **§36.03 PUBLICATION OF DECLARATION**

The declaration shall be in writing. The Mayor shall take reasonable steps to give notice of the terms of the declaration to those affected by it and shall post a copy of it in the Town Hall. The Mayor shall send report of the substance of the declaration to the mass communications media which serve the affected area. The Mayor shall retain a text of the declaration and furnish upon request certified copies of it.

### **§36.04 EVACUATION**

The Mayor may direct and compel the voluntary and mandatory evacuation of all or part of the population of the town; to prescribe routes, modes of transportation and destination in connection with evacuation; and to control ingress and egress of disaster area, the movement of persons within the area and the occupancy of premises therein. Details of the evacuation may be set forth or amended in a subsequent declaration which shall be well publicized.

### **§36.05 EFFECT OF PROCLAMATION; CURFEW**

- (A) The declaration may impose a curfew prohibiting in certain areas and during certain periods the appearance in public of anyone who is not a member of an exempted class. The declaration shall specify the geographical area or areas and the period each 24-hour day to which the curfew applies. The Mayor may exempt from some or all of the curfew restrictions classes of people whose exemption the Mayor finds necessary for the preservation of the public health, safety and welfare. The declaration shall state the exempted classes and the restrictions from which each are exempted.
- (B) Unless otherwise specified in the declaration, the curfew shall apply during the specified period each day until the Mayor by declaration removes the curfew.

### **§36.06 RESTRICTIONS DURING EMERGENCY**

- (A) A proclamation of a state of emergency shall activate any local civil preparedness plan and shall authorize the town to seek assistance from the county, state, and federal

governments in accordance with the provisions of N.C.G.S. Ch. 166A. During the existence of a declared state of emergency, the Mayor may impose by declaration any or all of the following restrictions:

- 1) Limitations on the movement of people in public places;
- 2) Limitations on the operations of offices, business establishments and other places to or from which people may travel or at which they may congregate;
- 3) Limitation, restriction, or prohibition of the possession, transportation, sale, purchase, and consumption of intoxicating liquors;
- 4) Limitation, restriction, or prohibition of the possession, transportation, sale, purchase, storage, and use of dangerous weapons, substances and gasoline, with the exception of lawfully possessed firearms or ammunition. As used in this chapter, "firearm" has the same meaning as it does in G.S. §14.409.39(2);
- 5) Regulation of the sale or use of scarce supplies which are essential for the public health or safety;
- 6) Regulation of evacuation and the establishment of evacuation shelters which may be reasonably necessary to maintain law and order and protect lives and property; and
- 7) Regulation of other activities or conditions, the control of which may be reasonably necessary to maintain order and protect lives or property during the state of emergency.

(B) If the county enacts a state of the emergency, either the Board or the Mayor may request application of some or all of the county's emergency restrictions to the town.

### **§36.07 TERMINATION OF STATE OF EMERGENCY**

A state of emergency and any restrictions imposed in connection therewith shall automatically terminate at the end of five days after it becomes effective, except that the same may be continued for another five-day period by the publication of a new declaration; or may be earlier terminated by the Mayor, who may issue a declaration proclaiming the state of emergency to be over at any time he or she concludes that to be the case.

### **§36.99 PENALTY**

Title I, Ch. 10, §10.99 of this code of ordinances shall apply for any violations of this chapter.