### MINUTES FOR BOARD OF ALDERMEN MEETING

#### October 8<sup>th</sup>, 2024

#### 6:30 PM

The following elected officials were present: Mayor Beaty, Alderman Milton, Alderman Martin, Alderman Cearley, Alderman Cloninger and Alderman Withers.

The following Staff members were present: Jonathan Newton, Town Manager; Marcus Fleming, Police Captain; Lanny Smith, Electric Director; Tom Hunn, Town Attorney; Bill Trudnak, Public Works Director; Zack Foreman, Assistant Public Works Director; Lindsey Tysinger, Town Clerk; Earl Withers III, Fire Chief; Brittany Beam, Planner; Sonny Gibson, Electric Supervisor; Anthony Smith, Development Services Director; and Alex Wallace, Parks and Recreation Director.

Mayor Beaty called the meeting to order at 6:30pm.

Mayor Beaty opened with the Invocation and the Pledge of Allegiance to the Flag. Followed by a Moment of Silence led by Alderman Withers for the passing of John Beaty Sr, and the victims of Hurricane Helene.

### Approval of Agenda:

Alderman Milton made a motion to approve the agenda with deletions, seconded by Alderman Withers and carried unanimously.

#### **Approval of Minutes:**

Alderman Martin motioned to approve the minutes from the September 10<sup>th</sup> Regular Meeting Minutes, and the September 24<sup>th</sup> Work Session, seconded by Alderman Cearley and carried unanimously.

#### **Recognition of Citizens:**

The Mayor opened the floor to the Recognition of Citizens.

Dr. Duncan, of Carr Elementary School, presented the Students of the Month.

W.C. Friday Middle School Athletes will be recognized next month.

Mike Fields of 1333 Philadelphia Church Road, gave condolences to Mayor Beaty's family. Prayed over the Town and for those affected by Hurricane Helene and the upcoming storms. Thanked Police Chief, Robbie Walls, Fire Chief, Earl Withers III, and employees for taking supplies to Western North Carolina. Thanked Town Staff for supporting Dallas Christian Ministries. Curtis Wilson of 438 S. Gaston St., gave condolences to Mayor Beaty's Family, reminisced of the times with the Beaty family. Prayed over the Town, and for those who have been affected and will be affected by the upcoming storms.

#### **Consent Agenda:**

### Item 5A Budget Amendment – Cloud Permit

To amend the FY2025 budget for the purchase and implementation of Cloud Permit software for the Development Services. Year one the total cost will be \$7,500, which includes implementation. This will be a three-year contract agreement, whereas the prices for the next three years will be: FY26- \$6,000, FY27- \$6,240, FY28- \$6,490. Attached you will find a budget amendment to appropriate funds for this software. (Exhibit 5A-1)

Town Manager, Jonathan Newton, presented item to the Board. Development Service Director, Anthony Smith gave a summary of the Cloud Permit software.

Alderman Martin made a motion to approve the Cloud Permit Budget Amendment, seconded by Alderman Cearley and carried unanimously.

#### **Public Hearings:**

No Public Hearings.

#### **Old Business:**

No Old Business.

#### **New Business:**

#### Item 8A Electric Territory Agreement- City of Gastonia

The City of Gastonia and Dallas has been in the works for several months on an Electrical Territory exchange for Parcels on Dallas Bessemer Hwy and Robinson Clemmer. Both entities have agreed that Dallas will provide electric services to Gaston County Parcel ID #'s:171132,171133,171134,203611,203613,203614 and City of Gastonia will provide electric service to Gaston County Parcel ID #'s: 203278 and 212415. Attached you will find the agreement and both exhibits showing the areas. (Exhibit 8A 1-7)

Town Manager, Jonathan Newton, presented item to the Board. The City of Gastonia approved contract at their previous meeting.

Alderman Cloninger made a motion to approve the Agreement, seconded by Alderman Martin and carried unanimously.

## Item 8B LSLR Project Resolution

The Town is currently involved in a Lead and Copper Service Inventory grant, but the grant funding will only get us the initial steps completed. Having a second grant to apply for, will help us further investigate the water services and gather more information with a hopeful plan of action. This is an additional Lead and Copper Service Inventory grant to perform additional verification related to the LSLR which would primarily be to continue with the visual verification of water services and then updating the inventory based upon the data collected. Attached, is the LSLR project ordinance that would authorize the Town to proceed with an application for the Lead Service Line Replacement Grant. (Exhibit 8B 1-2)

Alderman Martin made a motion to approve the Resolution, seconded by Alderman Cearley and carried unanimously.

## Item 8C Summey Creek Annexation Petition

Nolan Groce of Urban Design Partners, on behalf of Sammey Creek Dallas LLC, property owner, submitted a voluntary annexation petition on 7/1/2024. The petition is for voluntary contiguous annexation of a 0.0654 acre portion of Gaston County Parcel #309511 into the Town of Dallas in order to develop the entire property for single family residential. This application was submitted, along with rezoning petition Z-2024-02, requesting the Residential R-5 Zoning District. This entire 1.36-acre parcel is highlighted for new residential development in the 2030 Future Land Use Plan. In order to move forward with the request, the Board of Aldermen must direct Staff to investigate the sufficiency of the petition to determine if it meets the standards of 160A-31. This is the first step in the process and does not obligate the Town to annex the property at this point. (Exhibit 8C 1-5)

Alderman Cloninger made a motion to direct staff to investigate the sufficiency of the annexation petition, seconded by Alderman Cearley and carried unanimously.

Item 8D Power Bills Discussion (Deletion)

Item 8E Notice of Board Meeting Time Change

At the September 24th Work Session, the start times of the Board Meetings were a topic of discussion. Our current meeting times are 6:30pm for the Board of Aldermen Regular Session and Work Session. The new proposed times would be as follows: Regular Sessions 6:00pm, Work Sessions 5:00pm. Attached is the Board of Aldermen Meeting Schedules reflecting the new time. (Exhibit 8E 1-2)

Alderman Cloninger made a motion to approve the time change, seconded by Alderman Martin and carried unanimously.

### Manager's Report:

Town Manager, Jonathan Newtown, expressed his gratitude for Staff and their hard work. Thankful for Police Chief, Robbie Walls and Fire Chief, Earl Withers III for volunteering in Western North Carolina.

The meeting was adjourned with no motion. Alderman Martin made a motion to go back into meeting, seconded by Alderman Milton and carried unanimously.

Alderman Cearley made a motion to adjourn, seconded by Alderman Milton and carried unanimously (7:11).

Hayley Beaty, Mayor

Lindsey Tysinger, Town Clerk

### **Town of Dallas** Budget Amendment

Date: October 8, 2024

Action: General Fund Amendment

#### Purpose: To appropriate funds for Cloud Permit software and implementation

Number: DS-001

		Line		Original	Amended	
Fund	Dept	Item	Item Description	Amount	Amount	Difference
10	3999	0000	Fund Balance Appropriated	\$417,161	\$424,661	\$7,500
10	4110	4500	Contract Services	\$9,825	\$17,325	\$7,500

Approval Signature (Town Manager)

#### MUNICIPAL ELECTRIC TERRITORY EXCHANGE AGREEMENT

THIS MUNICIPAL ELECTRIC TERRITORY EXCHANGE AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_\_, 2024, by and between the City of Gastonia, a North Carolina municipal corporation located in Gaston County, North Carolina ("the City"), and the Town of Dallas, a North Carolina municipal corporation located in Gaston County, North Carolina ("the Town") (either the City or Town may be referred to herein as a "Party and collectively as the "Parties").

#### $\underline{W} \underline{I} \underline{T} \underline{N} \underline{E} \underline{S} \underline{S} \underline{E} \underline{T} \underline{H}$ :

WHEREAS, pursuant to <u>N.C.</u> <u>Gen</u>. <u>Stat</u>. §§ 160A-311 and 160A-312, North Carolina municipalities are authorized to operate public enterprises that provide electric power generation, transmission and distribution systems; and;

WHEREAS, the City and Town both operate electric public enterprises; and

WHEREAS, City and Town wish to exchange territory that each is entitled to serve for electric service in order to achieve economies of scale and to avoid unnecessary and uneconomic duplication of electric lines and facilities, make for an orderly extension of existing electric lines and facilities, and maintain orderly and efficient operation of their respective electric systems; and

WHEREAS, the City and Town believe that by entering into this Agreement they will make available the most dependable and adequate electric service to customers in and around the areas to be exchanged;

NOW THEREFORE, in consideration of the covenants and agreements set forth herein, the City and Town, intending to be legally bound, agree as follows:

#### 1. <u>Service Rights</u>.

- (a) Town will provide electric service to those properties having an address of 179 Dallas-Bessemer City Road and having Gaston County Tax Parcel ID #'s 171132, 171133, 171134, 203611, 203613 and 203614 as shown on Exhibit #1 which is attached hereto and incorporated herein by reference.
- (b) City will provide electric service to those properties on Robinson-Clemmer Road and having Gaston County Tax Parcel ID #'s 203278 and 212415 as shown on Exhibit #2 which is attached hereto and incorporated herein by reference.
- 2. <u>Construction of Lines</u>. Either party may need or prefer for operational reasons to construct new distribution lines across areas which are served by the other party, in order to serve a premises such party has the right to serve under N. C. Gen Stat. §160A-332. To that extent, Town agrees to provide to the City, upon request by the City, any additional written consents required by law to provide electric service to any premises to be served by the City pursuant to this Agreement; provided, however, that Town may object to the specific routing of any such line so long as reasonable access is granted. To the same extent, the City agrees to provide to this Agreement; provide to provide electric service to any premises to be served by Town, any additional written consents required by law to provide to this Agreement; provided, however that the City may object to the specific routing of any such line so long as a provide electric service to any premises to be served by Town pursuant to this Agreement; provided, however that the City may object to the specific routing of any such line so long as any such line so long as reasonable access is granted.
- 3. <u>Assignment</u>. Neither Party may assign or transfer its rights hereunder.
- 4. <u>Other Electric Supplier Rights</u>. This Agreement shall not affect in any way the rights of other electric suppliers who are not parties to this Agreement.

- 5. <u>No Third Party Beneficiaries</u>. There are no third party beneficiaries to this Agreement. The provisions of this Agreement shall not impart rights enforceable by any person, entity, or organization not a Party to this Agreement.
- <u>Existing Agreements</u>. Existing agreements, if any, between the Parties that are not related to the subject matter of this Agreement shall not be altered or affected by this Agreement.
- 7. <u>Notices</u>. All notices given or made pursuant to this Agreement shall be in writing, delivered in person, mailed by certified mail, return receipt requested, or delivery by a recognized overnight courier, postage or fees prepaid, addressed to a Party at the address given below, and shall be deemed effective upon the date received, via personal delivery, certified mail, or overnight delivery. The Parties shall be responsible for notifying each other of any change of address. Mailing addresses for Parties are as follows:

If to City:	City of Gastonia 181 South Street Post Office Box 1748 Gastonia, North Carolina 28053 Attention: City Manager
If to Town:	Town of Dallas 210 N. Holland Street

- 210 N. Holland Street Dallas, North Carolina 28034 Attention: Town Manager
- 8. <u>Miscellaneous</u>. This Agreement constitutes the entire agreement and understanding between the Parties and it is understood and agreed that all undertakings, negotiations, representations, promises, inducements, and agreements heretofore

entered into between the Parties with respect to the matters contained herein are merged in this Agreement. No waiver of any of the provisions of this Agreement shall be valid unless in writing and signed by the Party against whom it is sought to be enforced. The provisions of this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns. The provisions of this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of North Carolina. The headings contained in this Agreement are solely for the convenience of the Parties and do not constitute a part of this Agreement and shall not be used to construe or interpret any provisions hereof. This Agreement shall be considered for all purposes as having been prepared by the joint efforts of the Parties and shall not be construed against one Party or the other as a result of preparation, substitution, submission, or other event of negotiation. The invalidity or unenforceability of any term or provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect, and, if any such unenforceable provision hereof is enforceable in any part or to any lesser extent, such provision shall be enforceable in all such parts and to the greatest extent permissible under applicable law. This Agreement may be executed in any number of counterparts each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument, and the Parties hereto may execute this Agreement by signing any such counterpart.

IN WITNESS WHEREOF, the City of Gastonia and Town of Dallas have caused this Agreement of Electric Suppliers to be signed and sealed by their respective authorized

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representatives effective the date first above written.

[Corporate Seal]

CITY OF GASTONIA

By:\_\_\_\_\_ Richard Franks Mayor

Attest:

Suzanne J. Gibbs, City Clerk

[Corporate Seal]

TOWN OF DALLAS

By: \_\_\_\_\_\_ Hayley Beaty, Mayor

Attest:

Lindsey Tysinger, Town Clerk





## **RESOLUTION BY THE BOARD OF ALDERMEN OF THE TOWN OF DALLAS**

WHEREAS, The Town of Dallas has need for and intends to construct, plan for, or conduct a study in a project described as "Lead Service Line Inventory Phase II", and

WHEREAS, The Town of Dallas intends to request State loan and/or grant assistance for the project,

#### NOW THEREFORE BE IT RESOLVED, BY THE BOARD OF ALDERMEN OF THE TOWN OF DALLAS

That the Town of Dallas, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State loan and/or grant award.

That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.

That the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the Town of Dallas to make a scheduled repayment of the loan, to withhold from the Town of Dallas any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

If applying for a regional project, that the **Applicant** will partner and work with other units of local government or utilities in conducting the project, including (NOT APPLICABLE).

That Jonathan Newton, Town Manager, the **Authorized Official**, and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a loan and/or grant to aid in the study of or construction of the project described above.

That the **Authorized Official**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 8<sup>th</sup> of October, 2024 at Dallas, North Carolina.

Hayley Beaty, Mayor

Attested by:

Lindsey Tysinger, Town Clerk

# **CERTIFICATION BY RECORDING OFFICER**

The undersigned duly qualified and acting Town Clerk of the Town of Dallas does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the Board of Aldermen duly held on the 8<sup>th</sup> day of October, 2024; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this 8<sup>th</sup> day of October, 2024.

Lindsey Tysinger

Town Clerk

# TOWN OF DALLAS, NORTH CAROLINA

# **PETITION FOR ANNEXATION**

PETITION NUMBER:	X Contiguous	Non-Contiguous	i
DATE:		FEE: \$550.00	
CurrentPropertyUse: Single Family Resi			
Planned Property Use: Single Family Res	idential		
To the Board of Aldermen of the Town of We, the undersigned owners of real property,		hat the area described as	
3615 Dallas High Shoals Highway, DALLAS,	NC 28034, further ide	entified as	
parcel ID #, be	e annexed to the Tow	n of Dallas.	
Print owner name(s) and information:			
Name <u>Sammey Creek Dallas, LLC</u>	Phone	(408) 406-2006	-
Address <u>182 North Main St, Moores</u>			
Name	Phone		
Address			
Name	Phone		
Address			
Attachments included with Petition:			
1. Legal description (as noted in prop			
<ol> <li>Letter outlining reasons for annexa</li> <li>List of Abutting Property Owners</li> </ol>	ition request		
4. Survey or Plat suitable for recordat	ion		
5. \$550 Fee			
Owner's Signature:	_Date:_6/	19/2024	
Owner's Signature:	Date:		
Owner's Signature:	Date:		
			Exhibit 8C-
Received By:	Date:		

# BK 5388 PG 1914 - 1916

Excise Tax \$10.00	Recording Time, Book and Page
Tax Lot No. Parcel Identifier No. Portion of Pa	arcel No. 170072
Verified by The property herein conveyed doesdoes	County on the day of, 2022 not include the primary residence of the Grantor.
Mail after recording to Grantee	
This instrument was prepared by John Hazlehu	irst, 5925 Carnegie Blvd., Suite 200, Charlotte, NC 28209
Brief description for the Index Metes and Bounds for	2850sf +/- on Dalias High Shoals Hwy
THIS DEED made this day of	December , 20 <sup>22</sup> , by and between
GRANTOR	GRANTEE
Robin Lee Starnes (Widow)	Sammey Creek Dallas LLC, a North Carolina limited liabilit company
Mailing Address:	Property Address(s):
Cherryville, NC 28021	3605 Dallas High Shoals Hwy, Dallas, NC 28034
	Mailing Address:
	182 North Main Street
	' Mooresville, NC 28115
Enter in appropriate block for each party; name, addr	ess, and, if appropriate, character of entity, e.q. corporation or partnership.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of \_\_\_\_\_\_ Dallas \_\_\_\_\_\_, Township, \_\_\_\_\_\_ Gaston \_\_\_\_\_\_ County, North Carolina and more particularly described as follows:

See Exhibit A attached hereto, and incorporated by reference herein.

Submitted electronically by "Hazlehurst & Blake, 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 4236 at Page 471

A map showing the above described property is recorded in Map Book\_\_\_\_\_Page(s)\_\_\_\_\_Page(s)\_\_\_\_\_

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 the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

- 1. Easements, rights of way, covenants, conditions and restrictions of public record as of the date hereof.
- 2022 ad valorem taxes, which Grantee hereby assumes and agrees to pay.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

(SEAL

Robin Lee Starnes

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i i de	
OPES	North Correlia
NOTA	State NOITH CAPOUNTA County. I certify that the following person(s) personally appeared before me this day, and (I have personal knowledge of the identity of the minimum for I have seen satisfactory evidence of the principal's identity, by a current state or federal
THEMP	identification and with the principal's photograph in the form of; each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:
THO PURI	Robin Lee Stanles
BLIC BLIC	Witness my find and official stamp or seal this $\frac{294}{20}$ day of <u>December</u> , 2022.
	Marin Strengert TRanking Notary Public My Comme Skpires: 2/7/2027
60. <sup>41</sup>	My Comm Expires: 2/7/2027

SEAL - STAMP

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SEAL. -6

> State County. Ĭ I, a Notary Public of the County and State aforesaid, certify that Use Black of Blue Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this ..... day of \_\_\_\_ Mv commission expires: Notary Public

The foregoing Certificate(s) of \_\_\_\_\_\_ is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof. COUNTY \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ REGISTER OF DEEDS FOR

\_\_\_\_\_Deputy/Assistant-Register of Deeds.

Exhibit 8C-3

(SEAL)

\_\_\_\_(SEAL)

#### EXHIBIT A

#### Legal Description

BEGINNING at an iron pin, the common northerly corner of the Town of Dallas property, now or formerly (Book 2529 at Page 105) with the northerly corner of the Robin Lee Starnes property, now of formerly (Book 4236 at Page 471), and the southwesterly corner of the Todd Michael Huss property, now or formerly (Book 4798 at Page 1320); thence with the southerly boundary of the Huss property N 74-56-59 E 136.90 feet to a  $\frac{1}{2}$ " iron rod; thence a new line within the Robin Lee Starnes property (Book 4236 at Page 471) S 57-10-45 W 136.41 feet to a  $\frac{1}{2}$ " iron rod lying in the easterly boundary of the Town of Dallas Property, thence with the easterly boundary of the Town of Dallas Property, thence with the easterly boundary of the Town of Dallas Property, thence with the south the point and place of Beginning, and comprising approximately 2,850 square feet, more of less, and more particularly shown on Survey entitled Recombination Plat for Santee Land Group dated March 29, 2021.

[THE GRANTEE INTENDS TO RECOMBINE THIS TRACT WITH THE ADJACENT HUSS TRACT].

Property Address: 3605 Dallas High Shoals Hwy, Dallas, NC 28034, Tax ID: 170072

Exhibit 8C-4



# Town of Dallas Board of Aldermen 2024 Meeting Schedule

Tuesday, January 9, 2024	6:30 pm	Dallas Courthouse
Tuesday, February 13, 2024	6:30 pm	Dallas Courthouse
Tuesday, March 12, 2024	6:30 pm	Dallas Courthouse
Tuesday, April 9, 2024	6:30 pm	Dallas Courthouse
Tuesday, May 14, 2024	6:30 pm	Dallas Courthouse
Tuesday, June 11, 2024	6:30 pm	Dallas Courthouse
Tuesday, July 9, 2024	6:30 pm	Dallas Courthouse
Tuesday, August 13, 2024	6:30 pm	Dallas Courthouse
Tuesday, September 10, 2024	6:30 pm	Dallas Courthouse
Tuesday, October 8, 2024	6:30 pm	Dallas Courthouse
Tuesday, November 12, 2024	<mark>6:00 pm</mark>	Dallas Courthouse
Tuesday, December 10, 2024	<mark>6:00 pm</mark>	Dallas Courthouse

Board meetings are held in the Historic Dallas Courthouse.

# Town of Dallas Board of Aldermen 2024 Work Session Schedule

Monday, January 22, 2024 (Strategic Planning)	1:00 pm	Community Room
Tuesday, January 23, 2024	6:30 pm	Dallas Courthouse
Tuesday, February, 27, 2024	6:30 pm	Dallas Courthouse
Tuesday, March 26, 2024	6:30 pm	Dallas Courthouse
Tuesday, April 23, 2024	6:30 pm	Dallas Courthouse
Tuesday, May 28, 2024	6:30 pm	Dallas Courthouse
Tuesday, June 25, 2024	6:30 pm	Dallas Courthouse
Tuesday, July 23, 2024	6:30 pm	Dallas Courthouse
Tuesday, August 27, 2024	6:30 pm	Dallas Courthouse
Tuesday, September 24, 2024	6:30 pm	Dallas Courthouse
Tuesday, October 22, 2024	<mark>5:00 pm</mark>	Dallas Courthouse
Tuesday, November 26, 2024	<mark>5:00 pm</mark>	Dallas Courthouse
Tuesday, December 24, 2024	No Work Sess	sion Scheduled

Board work sessions are held in the Historic Dallas Courthouse.