MINUTES FOR BOARD OF ALDERMEN MEETING

October 8th, 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 10th Regular Meeting Minutes, and the September 24th 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**)**

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").

WITNESSETH:

WHEREAS, pursuant to <u>N.C. Gen. 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. Construction of Lines. 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 Town, upon request by Town, any additional written consents required by law to 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 reasonable access is granted.
- 3. Assignment. 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.

6. <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

Dallas, North Carolina 28034

Attention: Town Manager

8. Miscellaneous. This Agreement constitutes the entire agreement and understanding

between the Parties and it is understood and agreed that all undertakings,

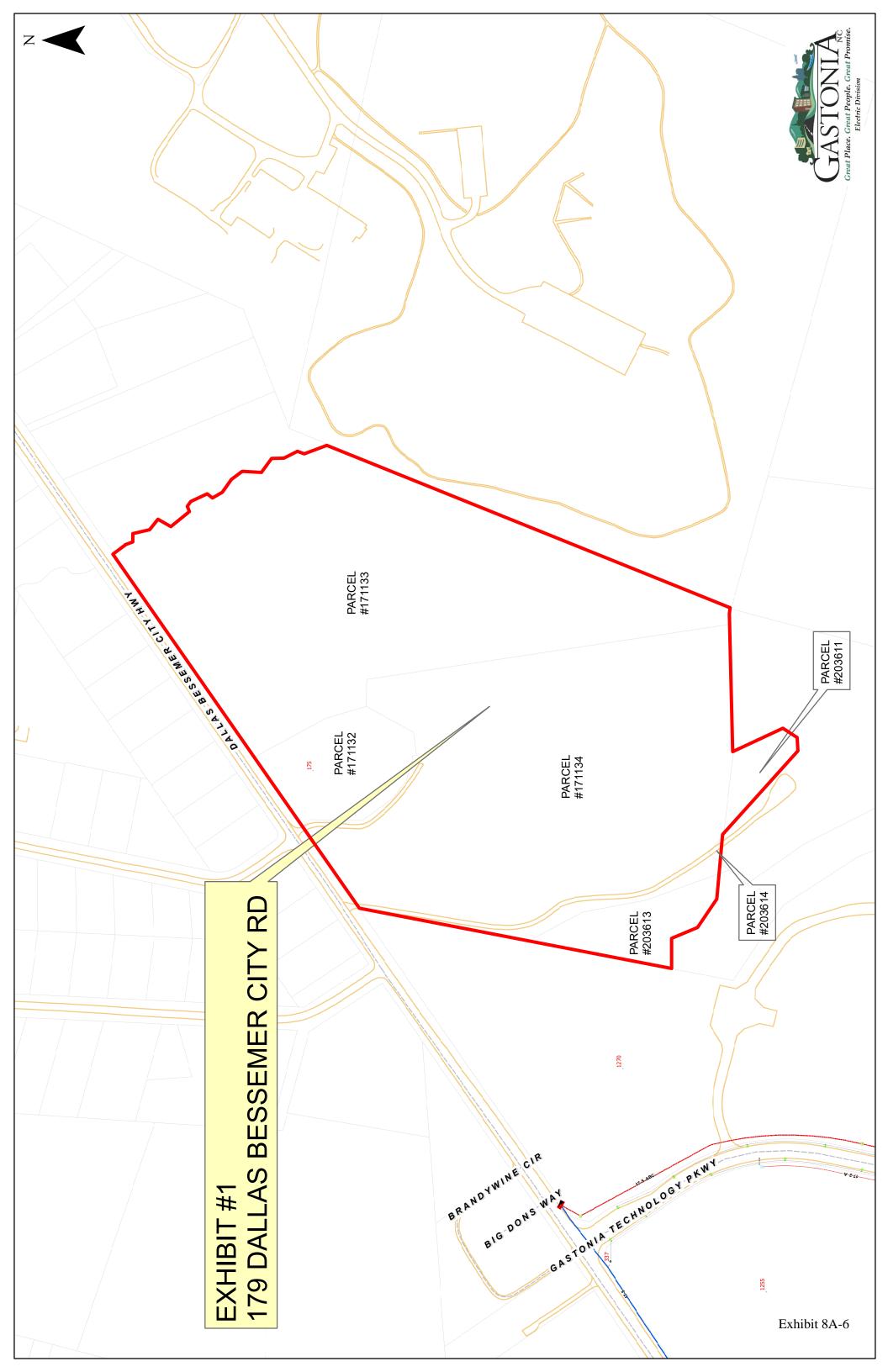
negotiations, representations, promises, inducements, and agreements heretofore

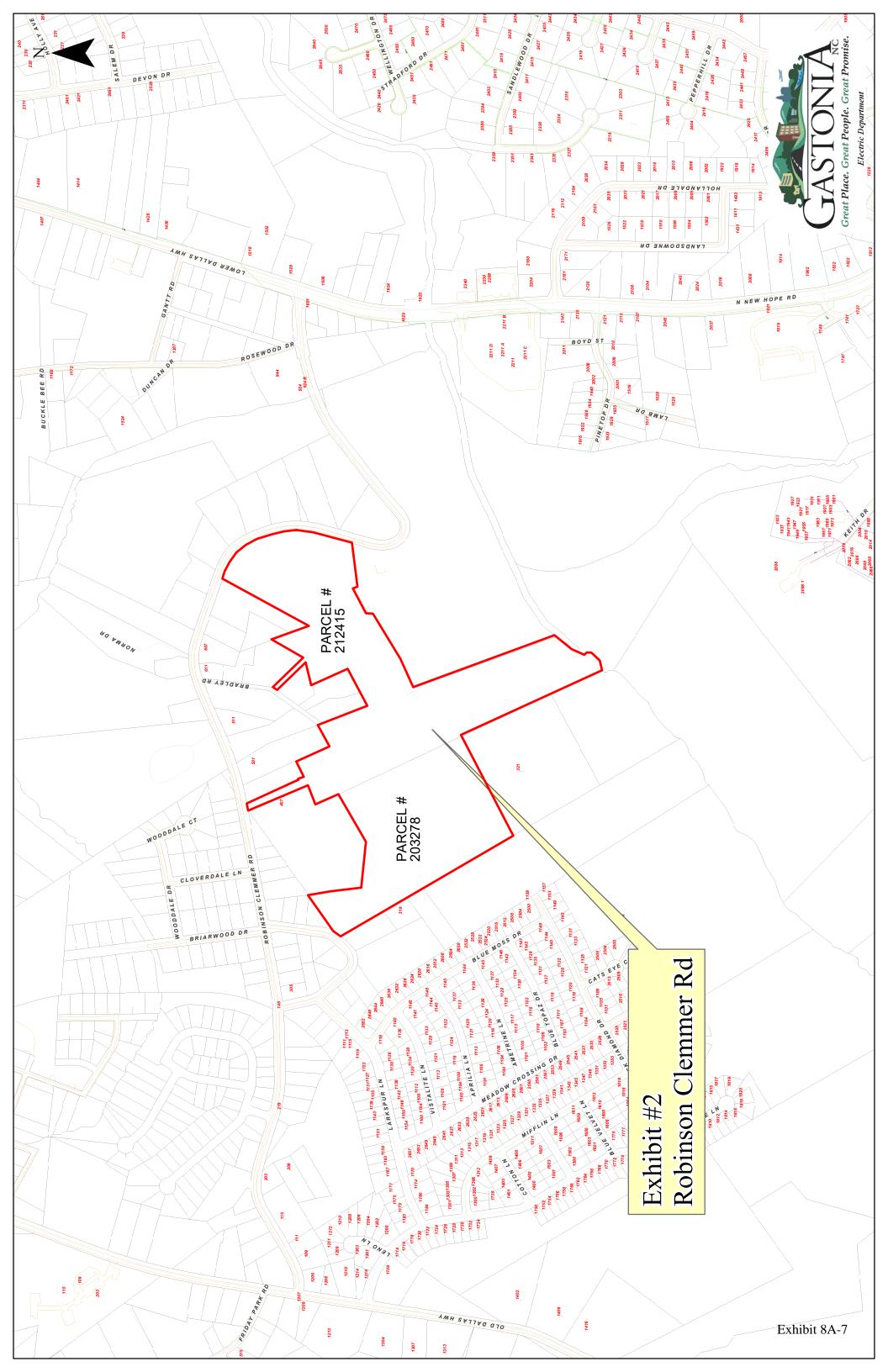
3

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

representatives effective the date first above writter	1.
[Corporate Seal]	CITY OF GASTONIA
Attest:	By: Richard Franks Mayor
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 th of October, 2024 at Dallas, N	orth 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 8th 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 8th day of October, 2024.

Lindsey Tysinger		
Town Clerk		

TOWN OF DALLAS, NORTH CAROLINA

PETITION FOR ANNEXATION

PETITION NUMBER:	X Contiguous	Non-Contiguous	
DATE:	_	FEE: \$550.00	
Current Property Use: Single Family Residen	ntial	_ Requested Zoning: <u>R-5</u>	<u> </u>
Planned Property Use: Single Family Reside	ntial		_
To the Board of Aldermen of the Town of Da We, the undersigned owners of real property, res		hat the area described as	
3615 Dallas High Shoals Highway , DALLAS, NC	28034, further ide	entified as	
parcel ID #, be an	nexed to the Tow	n of Dallas.	
Print owner name(s) and information:			
Name Sammey Creek Dallas, LLC	Phone	(408) 406-2006	
Address182 North Main St, Mooresville	e, NC 28115		
Name	Phone		
Address			_
Name	Phone		
Address			-
Attachments included with Petition:			
 Legal description (as noted in property Letter outlining reasons for annexation List of Abutting Property Owners Survey or Plat suitable for recordation \$550 Fee 	n request		
Owner's Signature:	Date: 6/	19/2024	_
Owner's Signature:	Date:		-
Owner's Signature:	Date:		_
			Exhibit 8C-1

Received By: ______ Date: _____

Type: CONSOLIDATED REAL PROPERTY

Recorded: 1/20/2023 4:28:31 PM Fee Amt: \$36.00 Page 1 of 3

Revenue Tax: \$10.00

Gaston, NC

Susan S. Lockridge Register of Deeds

BK 5388 PG 1914 - 1916

NORTH CAROL	INA GENERAL WARRANTY DEED
Excise Tax \$10.00	Recording Times Book and Page
Tax Lot No. Parcel Identifier No. Portion of Pa	arcel No. 170072
Verified bydoesdoes	County on the day of
Mail after recording to Grantee	
This instrument was prepared by John Hazlehu	rst, 5925 Carnegie 8lvd., Sulte 200, Charlotte, NC 28209
Brief description for the IndexMetes and Bounds for	2850sf // on Dalias High Shoals Hwy
THIS DEED made this day of	December , 20 22. , by and between
GRANTOR	GRANTEE
Robin Lee Starnes (Widow)	Sammey Creek Dallas LLC, a North Carolina limited liability company
Mailing Address:	
1110 Baxter Road	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, addre	ess, and, if appropriate, character of entity, e.q. corporation or partnership.
The designation Grantor and Grantee as used her shall include singular, plural, masculine, femin	ein shall include said parties, their heirs, successors, and assigns, and nine or neuter as required by context.
WITNESSETH, that the Grantor, for a valuable acknowledged, has and by these presents does go	e consideration paid by the Grantee, the receipt of which is hereby rant, bargain, sell and convey unto the Grantee in fee simple, all that
certain lot or parcel of land situated in the City of	
Gaston County, North Card	olina 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.

Exhibit 8C-2

Book: 5388 Page: 1914 Seq: 1

The property her	reinabove described was ac	equired by Grantor by instrument reco	orded in Book 4236 at Page 471
A map showing t	he above described prope	rty is recorded in Map Book	Page(s)
Grantee in fee sin	nple.	parcel of land and all privileges and app	
the same in fee sin defend the title ag	nple, that title is marketabl gainst the lawful claims o	that Grantor is seized of the premises e and free and clear of all encumbran f all persons whomsoever except fo d is subject to the following excep	s in fee simple, has the right to convey ces, and that Grantor will warrant and r the exceptions hereinafter stated. tions:
1. Easements,	rights of way, covenants,	conditions and restrictions of public	c record as of the date hereof.
2. 2022 ad val	lorem taxes, which Grante	ee hereby assumes and agrees to pa	ay.
IN WITNESS W	HEREOF, the Grantor has du	aly executed the foregoing as of the day a	nd year first above written.
<u>-</u>	and the second s	> 1	
Va.	L. Ha		(SPAT)
Robin Lee Starne	Se Sarci	(SEAL)	(SEAL)
Robin Lee Starrie	5 5		
		(SEAL)	(SEAL)
Market State			
490H""		Sn _c	
3 5 5 V	State North Carolina	- Tageton -	County.
TAR STO	identity of the mincipality, or	erson(s) personally appeared before me this day, a I have seen satisfactory evidence of the principal's	and (I have personal knowledge of the sidentity, by a current state or federal
SEAL STAMP	identification and with the print that he or she voluntarily size.	ncicals photograph in the form of); each acknowledging to me therein and in the capacity indicated:
Nacon Nacon	Robin Lee Starnes		
PI IO		tamp or scal this <u>19</u> day of <u>December</u> , 2	0 <u>22</u> .
A SAURY	Mars Stewart	Thankung	
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Notary Public My Comm. Expires: 2/7	<u>/202</u> 7	
SEAL - STAMP	State		County.
<u> </u>		County and State aforesaid, certify that	
(B)			C
5			ion of the foregoing iestrument. Witness my
	hand and official stamp o	or seal, this day of	
7 8 8	My commission expires:		Notary Public
	orrect. This instrument and th	nis certificate are duly registered at the d	
•	_	REGISTER OF DEEDS FOR	COUNTY
3y		Deputy/Assistant-Register of	Deeds. Exhibit 8

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 ½" 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 ½" iron rod lying in the easterly boundary of the Town of Dallas Property, thence with the easterly boundary of the Town of Dallas Property N 24-35-07 W 42.22 feet to an iron pin constituting 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.

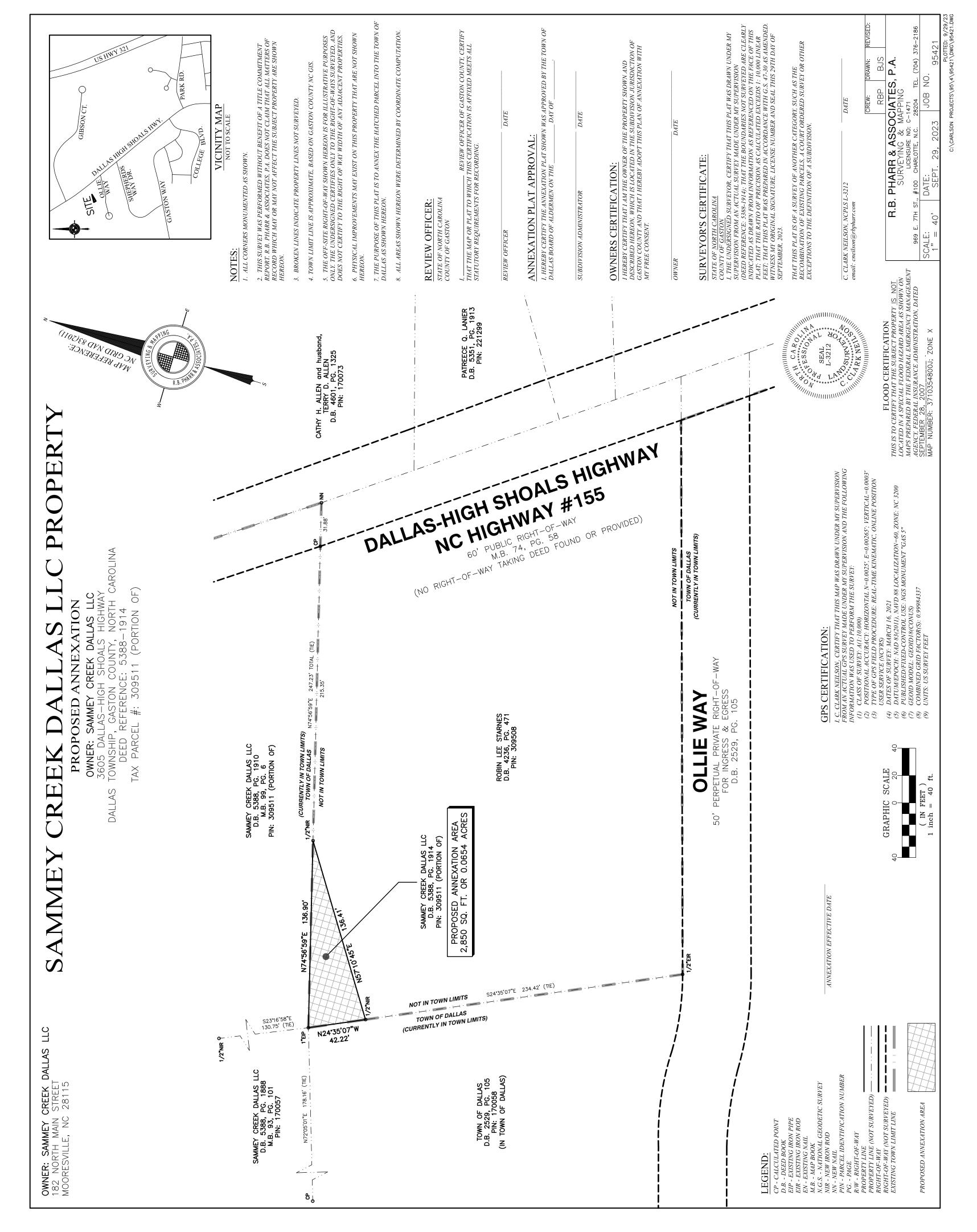
[THE GRANTEE INTENDS TO RECOMBINE THIS TRACT WITH THE ADJACENT HUSS TRACT].

Property Address: 3605 Dallas High Shoals Hwy, Dallas, NC 28034

Tax ID: 170072

Exhibit 8C-4

Book: 5388 Page: 1914 Seg: 3



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	6:00 pm	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

1:00 pm	Community Room
6:30 pm	Dallas Courthouse
•	Dallas Courthouse Dallas Courthouse
•	Dallas Courthouse
6:30 pm	Dallas Courthouse
5:00 pm	Dallas Courthouse
5:00 pm	Dallas Courthouse
	6:30 pm

No Work Session Scheduled

Board work sessions are held in the Historic Dallas Courthouse.

Tuesday, December 24, 2024