

**TOWN OF DALLAS
MINUTES FOR BOARD OF ALDERMEN MEETING
JANUARY 08, 2019
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; 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 Bill Trudnak, Public Works Director. Da'Sha Leach, Town Clerk 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 Cearley made a motion to approve the agenda as presented, seconded by Alderwoman Thomas, and carried unanimously.

Alderwoman Thomas made a motion to approve the minutes from December 11th 2018 Regular Meeting, seconded by Alderwoman Morrow, and carried unanimously.

Recognition of Citizens:

Major Coleman introduced Steve Hall, Dallas Township representative on the Gaston County Board of Education.

Mr. Walters, 510 N. Poplar St., He discussed concerns about mud on road and other issues on his street. He also thanked the Water/Sewer Department for their work.

Mr. Curtis Wilson, 438 S. Gaston St., He prayed for the Lord's grace over the agenda, Aldermen, Alderwomen, employees and the community. Disclaimer, he stated that he decides to spend his three minutes given in this portion of the meeting to pray over Town and other items of concerns, never coerced or endorsed to do so by anyone.

Consent Agenda:

Acceptance of Service Proposal for Tree Ordinance (Exhibit A)

Renewal of Participation in HUD "HOME" Program (Exhibit B)

Black History Month Proclamation (Exhibit C)

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

Special Events & Requests for In-Kind Services: NONE

Public Hearings:

Item 6A was a Public Hearing for Downtown Development Agreement for 130 W. Trade St. This public hearing is a continuation from the meeting on December 11, 2018. This item was continued from the December 11th, 2018 Board of Aldermen Meeting. As discussed at the September 24th 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. Mr. Arthurs, attorney for Mr. Bailey, addressed the Board stating that the phase II inspection is a required part of the financing to renovate the building since some questionable items came up on the phase I inspection that was performed. Board Members were asking questions surrounding the inspection since Mr. Bailey asked at a December 11th meeting for the Town to pay for the inspection with the costs being approximately \$9600. Mayor Coleman asked if any audience members had any questions and/or comments. Audience member Mr. Kendrick stated that the Town should not pay for the inspection since it was his understanding from attending previous meetings that Mr. Bailey had his own money for the project. Mr. Bailey stated that he always had intentions to borrow money but not utilizing the Town's money due to the many restrictions. Audience member Mike Fields stated that cost of testing still leaves the Town positive from the original contract price versus the current amount and he believes the Town should pay for the inspection. Audience member MaryAnn Albright questioned whether the Town could sell with this pending issue, concerns about EPA, and she believes the Town should pay for the inspection. During the discussions, it was stated by the Town Attorney Mr. Hunn that the phase II inspection was a lending requirement and not a legal requirement for the Town to sell the property. The property in question was under contract before with no need to have phase inspections and the restaurateur spent their own money performing their due diligence before the contract was signed. Mayor Coleman stated that Mr. Bailey should commit to what he says because he has changed the scope of the contract by reducing the number of employees, reducing the size of the building, and changing other items that he originally stated he would do. He also stated that Mr. Bailey previously stated that he didn't want any Town money so he should be willing to pay for his own inspections instead of asking the Town to pay for it. Some board members stated that the Town should pay for the inspection since it was an item of concern with knowledge of the business in the location that could hinder the sale of the property and other board members stated the Town should not pay for the inspection since there wasn't a legal requirement, it was a lending requirement that should be paid for by Mr. Bailey. Alderman Withers made a motion for the Town to pay for the Phase II inspection, Alderman Cearley seconded. Yays - Withers, Cearley, Thomas, and Morrow. Nay-Huggins. Alderwoman Thomas made a motion to continue the Public Hearing until the next regular board meeting after the results from the phase II have been received, seconded by Alderman Cearley, and carried unanimously. (Exhibit D)

Old Business: NONE

New Business:

Item 8A was a presentation of the audit by Lowdermilk, Church & Co., L.L.P. The auditor Ms. Carol Avery went over all the financial highlights of the fiscal year 2017-18 from the audit report. The audit has been submitted to the LFC and approved. Each Board member was given a copy of the report. Ms. Avery answered questions from the board members regarding the audit, the changes, and feedback on how the Town compared to the industry standards. Alderman Huggins made a motion to approve the audit as presented, seconded by Alderwoman Morrow, and carried unanimously. (Exhibit E)

Item 8B was an Offer to Purchase Town-owned property on W. Robinson St. Mr. Robert Cearley, FPR Dallas LLC, has made an offer to purchase 11.52 acres (Parcel # 219116) of Town-owned property on W. Robinson St. adjoining Gaston Fence Co. Inc. located at 766 Friday Park Road. Attached is the offer to purchase. If approved by the Board of Aldermen, the terms of the offer will be published under N.C.G.S. §160A-269 and be open for upset bids as outlined in the Statute below. *A city may receive, solicit, or negotiate an offer to purchase property and advertise it for upset bids. When an offer is made and the council proposes to accept it, the council shall require the offeror to deposit five percent (5%) of his bid with the city clerk, and shall publish a notice of the offer. The notice shall contain a general description of the property, the amount and terms of the offer, and a notice that within 10 days any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars (\$1,000) and five percent (5%) of the remainder. When a bid is raised, the bidder shall deposit with the city clerk five percent (5%) of the increased bid, and the clerk shall re-advertise the offer at the increased bid. This procedure shall be repeated until no further qualifying upset bids are received, at which time the council may accept the offer and sell the property to the highest bidder. The council may at any time reject any and all offers.* The Board discussed the appraised value, the offer, land use and the processing for the sale. Alderwoman Thomas made a motion to approve the resolution to accept the offer to purchase and enter into an upset bid process for the sale of parcel #219116, seconded by Alderman Withers, and carried unanimously. (Exhibit F)

Item 8C was a discussion on Taking Pride in Dallas. At the January 22, 2018 Work Session, the Taking Pride in Dallas Program was put on hold to be discussed in April 2018. The program was not discussed in April and has continued to be on hold. Alderwoman Thomas has requested that the program be reinstated. She has offered to take over the program with no assistance from the Town. Since this was a Town sponsored program, a decision should be made whether to keep the program as a Town-program, or to allow private administration of the program. After some discussion amongst the Board members, Alderwoman Thomas asked to withdraw this item. (Exhibit G)

Manager's Report and General Notices:

The Manager gave updates on items in Town. She gave updates and details on the road widening project of Hwy 275 from Dallas to Cherryville. Mayor Coleman and Board Members stated that Hwy 275 needs to be four lanes from Dallas to Cherryville during the presentation of the proposal for the project.

Alderwoman Thomas made a motion to adjourn, seconded by Alderman Cearley, and carried unanimously. **(7:22)**



Rick Coleman, Mayor



Da'Sha Leach, Town Clerk





4214 Wingate Drive, Wilson, North Carolina 27896 (252) 289-6044 johnsugg@coastalnet.com
John Sugg, Certified Arborist # SO-1235A
www.treefullcommunities.com

Services Proposal

To: Tiffany Faro
Development Services Director
Town of Dallas
210 North Holland Street
Dallas, NC 28034

Services to be provided:

A Tree Protection and Landscape Ordinance shall be developed at the request of the Town of Dallas, North Carolina and will include the following components:

1. Required landscaping for buffers, screening, interior plantings and streetscape planting/canopy
2. Tree preservation for tree save/protection areas, heritage/specimen tree protection, preservation of vegetation during construction and tree protection plans
3. Planting standards per an approved tree and shrub list along with recommended spacing and tree canopy requirements
4. Tree maintenance and protection of public trees, regulated planting spaces, protection of trees on private property, especially near electric lines and along street rights-of-way

A series of work sessions are anticipated for the ordinance development process. The first of these sessions will include an in-house consultation between involved staff and the consultants (Certified Arborist and Landscape Architect). Development of the components that will comprise the draft ordinance will precede the first in-house meeting. The final meeting will include a presentation of the completed ordinance to Town staff.

The initial in-house work session with the consultants can be held as early as late September or early October 2018 (the first and second months of the contract period). The last session will be held no later than March 2019 with the final presentation. Note: Staff may choose to expedite the timeline in the event that all desired input from both parties has been exhausted and contingent upon the consultant's progress.

Total estimated project cost – \$9000 (includes travel costs of \$1000 for two trips at \$500 per trip with any additional trips to be added to the quoted project price)

URBAN AND COMMUNITY FORESTRY GRANT PROGRAM

This program is established as a partnership of the NC Forest Service and the US Department of Agriculture Forest Service. Grant projects developed under this program should be designed to address one or more of the following objectives:

1. Reduce the impacts of land-use change and urbanization on forested landscapes in and around urban areas.
2. Facilitate strategic planting and maintenance of community trees for public benefits.
3. Assist communities with establishing and managing their urban forests.
4. Encourage policies and guidelines that sustain urban and community forests for the public's benefit.

Grant requests should range between \$2,500 and \$15,000, and funds awarded must be used for new programs or projects not currently funded. There is a 50-50 matching requirement for grant funds awarded through this project, but it does not require a cash match. Staff time can be used as an in-kind match to meet this requirement. First-time applicants and municipalities seeking Tree City USA status are given priority for funding.

Grant proposals must fit into one of five categories, as listed below (with examples of eligible activities):

Category 1: Urban & Community Forestry Program Development

- Creation and training of a Tree Board.
- Development of a Tree Ordinance or Tree Conservation/Preservation Ordinance.
- Conducting a hazard tree evaluation.

Category 2: Urban & Community Forestry Program Improvement

- Conducting a tree inventory and analysis tied to tree maintenance or future tree planting.
- Assessing local natural resources such as tree canopy.
- Identifying available tree planting locations on public property.
- Street tree planting and maintenance plan.
- City parks vegetation management plan.
- Hazard tree reduction and replanting plan
- Revising an existing tree ordinance/policy.

Category 3: Non-Profit Program Development (Not an eligible category for us.)

Category 4: Tree Planting Projects

- Stand-alone tree planting projects cannot be funded under this grant. All proposals including tree planting must be part of a larger effort benefitting urban forest management and public awareness.

Category 5: Information, Education and Training

- In-house training and continuing education.
- Public education/workshops.
- Youth Programs.

Grant recipients are given 11 months to complete their project. The following is the timeline for the upcoming grant program cycle:

| | |
|--------------------|-------------------------------|
| March 31, 2018: | Application Deadline |
| July 1, 2018: | Grant Award Notification Date |
| September 1, 2018: | Contract Period Begins |
| March 1, 2019: | Mid-Year Status Report Due |
| July 31, 2019: | Project Completion Deadline |

**INTERLOCAL AGREEMENT
CREATING CONSORTIUM FOR PARTICIPATING
IN HUD "HOME" PROGRAM**

THIS AGREEMENT, made and entered into on this _____ day of _____, 2019, by and between the City of Gastonia, a municipal corporation organized and existing under and by virtue of the laws of the State of North Carolina, hereinafter referred to as "Gastonia"; the City of Belmont a municipal corporation organized and existing under and by virtue of the laws of the State of North Carolina, hereinafter referred to as "Belmont"; the City of Bessemer City, a municipal corporation organized and existing under and by virtue of the laws of the State of North Carolina, hereinafter referred to as "Bessemer City"; the City of Cherryville, a municipal corporation organized and existing under and by virtue of the laws of the State of North Carolina, hereinafter referred to as "Cherryville"; the Town of Cramerton, a municipal corporation organized and existing under and by virtue of the laws of the State of North Carolina, hereinafter referred to as "Cramerton"; the Town of Dallas, a municipal corporation organized and existing under and by virtue of the laws of the State of North Carolina, hereinafter referred to as "Dallas"; the City of Kings Mountain, a municipal corporation organized and existing under and by virtue of the laws of the State of North Carolina, hereinafter referred to as "Kings Mountain"; the City of Lowell, a municipal corporation organized and existing under and by virtue of the laws of the State of North Carolina, hereinafter referred to as "Lowell"; the Town of McAdenville, a municipal corporation organized and existing under and by virtue of the laws of the State of North Carolina, hereinafter referred to as "McAdenville"; the City of Mount Holly, a municipal corporation organized and existing under and by virtue of the laws of the State of North Carolina; the Town of Ranlo, a municipal corporation organized and existing under and by virtue of the laws of the State of North Carolina, hereinafter referred to as "Ranlo"; the Town of Stanley, a municipal corporation organized and existing under and by virtue of the laws of the State of North Carolina, hereinafter referred to as "Stanley"; and Gaston County, a body politic of the State of North Carolina, hereinafter referred to as "County" (Collectively the "Participating Units");

WITNESSETH:

THAT, WHEREAS, Article 20 of Chapter 160A of the General Statutes of North Carolina authorizes any unit of local government and any one or more other units of local government to enter into contracts or agreements with each other in order to execute any undertaking; and

WHEREAS, the United States Government, through the U.S. Department of Housing and Urban Development ("HUD") administers a program known as the HOME Program which was created pursuant to Title II of the National Affordable Housing Act of 1990; and

WHEREAS, the rules promulgated pursuant to said act contemplate the creation of consortia by units of local government to allow units that do not otherwise qualify for participation in the HOME Program due to their size to so qualify, by the creation of a consortium; and

WHEREAS, the parties hereto are contiguous units of local government and otherwise meet the definition of governmental units which can qualify for the HOME Program through a consortium created for that purpose; and

WHEREAS, the basic purpose of the HOME Program is to expand the supply of decent, safe, and affordable housing, both owner occupied and rental housing for low and very low income citizens;

WHEREAS, the parties hereto believe that it would be in their mutual best interest and in the best interest of their citizens to become eligible for this program and pursue available funding pursuant to the terms of the rules governing same.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, the parties hereto do hereby covenant and agree as follows:

1. Purpose. The purpose of this agreement is to provide access to the HOME Program established by the National Affordable Housing Act of 1990 and administered by the United States Department of Housing and Urban Development and to comply with the rules promulgated by HUD pursuant to said act as found in 56 Federal Register, Page 65339, et. Seq.
2. Term. This agreement covers the period necessary to carry out all activities that will be funded from funds awarded for three federal fiscal years and the parties hereto will remain in the consortium for the entire period. The program year start date for the consortium is 2019, and all members of the consortium are on the same program year for CDBG, HOME, ESG and HOPWA.
3. Renewal. Unless otherwise terminated by agreement in writing of all parties hereto or by termination of the HOME program by HUD, this agreement shall automatically be renewed for successive three-year qualification periods under the same terms and conditions. The parties agree that this agreement shall be amended to incorporate any changes necessary to meet the requirements for consortia agreements set forth in the Consortia Qualification Notice for any subsequent three-year qualification period. Any Participating Unit shall have the right to withdraw from the consortium at the beginning of any renewal period by giving notice in writing to Gastonia. For each renewal period, Gastonia shall, by the date specified in HUD's consortia designation notices, notify each of the Participating Units in writing of its right not to participate for that renewal period and shall provide copies of all such notifications to HUD.
4. Participation. Gastonia, Belmont, Bessemer City, Cherryville, Cramerton, Dallas, Kings Mountain, Lowell, McAdenville, Mount Holly, Ranlo and Stanley shall only participate in the Down payment Assistance, which shall provide down payment assistance to the

residents and the Rehabilitation Loan Program which shall provide rehabilitation assistance to existing homeowners of said municipalities. Said municipalities shall not participate in any other programs or qualify for any other types of assistance available through the HOME Program.

5. Lead Entity. Gastonia shall be designated as the lead entity for purposes of the HOME Program and shall assume overall responsibility for ensuring that the HOME Program is carried out in compliance with the requirements of the HOME Program pursuant to the applicable rules promulgated by HUD and other requirements, including, but not limited to, the requirements concerning a consolidated plan in accordance with HUD regulations in 24 CFR Parts 91 and 92, respectively, and the requirements of 24 CFR 92.350 (a) (5).
6. Statement of Capacity. As an "entitlement city" under the HUD Community Development Block Grant Program, HUD has determined that the City has the capacity to execute the administration of the HOME Program.
7. Cooperation. The parties hereto shall cooperate in executing such documents and providing such information to HUD as may be required to qualify the consortium created hereby for participation in the HOME Program. Furthermore, the parties hereby certify that they will affirmatively further fair housing.
8. Policy Review Board. A policy review board shall be established by the parties which shall develop policies and procedures for the administration of this agreement and the HOME program.
9. Merger Clause. This agreement contains the entire agreement and understanding between the parties hereto and may be amended only by a subsequent written document executed by both parties. There are no oral understandings, terms or conditions between the parties that are not set forth herein and none of the parties has relied upon any representatives, expressed or implied, not contained in this agreement. Any prior agreements between the any of the parties hereto for the services provided for hereby are deemed merged into this agreement and shall not be enforced except as they may be consistent herewith.
10. Counterparts. This agreement may be simultaneously executed in sufficient counterparts, one of which being retained by each of the parties hereto and each of which so executed shall be deemed to be an original and shall together constitute but one in the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in their respective names by their duly authorized officers and to have their seals hereunto affixed, all on the day and year first above written.

TOWN OF DALLAS

By: _____
Mayor

ATTEST:

CLERK

STATE OF NORTH CAROLINA

COUNTY OF GASTON

I, _____, a Notary Public of the aforesaid State and County, do certify that _____ personally came before me this day and acknowledged that she is the Clerk of the Town of Dallas, a North Carolina Corporation, and that by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal and attested by its Clerk.

Witness my hand and official stamp or seal, this the ___ day of _____, 2019.

Notary Public

Proclamation of Black History Month

2019 National Black History Month

WHEREAS, throughout the month of February, Black History Month will be observed in our State and Nation as a tangible way of encouraging all citizens to learn about and appreciate the contributions of African Americans and their impact on our past, present, and future; and

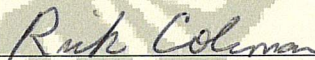
WHEREAS, arriving in bondage, but persevering toward freedom, African Americans helped build North Carolina and craft its unique character; and

WHEREAS, African American legends such as writer Maya Angelou, freedom fighter Harriet Jacobs, educator Dr. Charlotte Hawkins Brown, scholar John Hope Franklin, sport hero Michael Jordan, artist Romare Bearden, and musicians John Coltrane and Thelonious Monk went from being citizens of North Carolina to citizens of the world; and

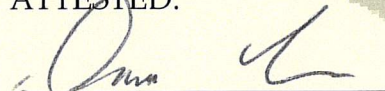
WHEREAS, North Carolina's African American history is celebrated and studied at State Historic sites such as Historic Edenton, Charlotte Hawkins Brown Museum, Somerset Place, Historic Stagville, Reed Gold Mine, Tryon Palace Historic Sites & Gardens, Roanoke Island Festival Park, and the N.C. Transportation Museum; and

WHEREAS, Black History Month pays tribute to and recognizes the numerous outstanding accomplishments, past and present, that African Americans make to our community, state, nation, and the world;

NOW, THEREFORE, the Town of Dallas Board of Aldermen, as adopted this the 8th day of January 2019, do hereby proclaim February 2019 as "BLACK HISTORY MONTH" and call upon the citizens of Dallas to observe and commemorate Black History Month as we celebrate the accomplishments and contributions of African Americans.


Rick Coleman, Mayor

ATTESTED:


Da'Sha Leach, Town Clerk



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 _____ 2019, 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

OWNER
Sammy's Pub of Dallas, Inc.
By: _____
Jim Bailey, President

Rick Coleman, Town Mayor

Dallas Property Holding, LLC
By: _____
Jim Bailey, Managing Member

ATTEST:

Approved As To Form and Legality

Town Clerk

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 _____, 2019.

(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 _____, 2019.

(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 _____, 2019.

(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 _____, 2019.

(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

Financial Highlights

Years Ended June 30, 2018 and 2017

| | <u>2018</u> | <u>2017</u> |
|-------------------------------|--------------|--------------|
| <u>General Fund</u> | | |
| Cash and investments | \$ 2,172,983 | \$ 1,848,408 |
| Total assets | \$ 2,493,559 | \$ 2,157,043 |
| Fund balance | \$ 2,352,848 | \$ 2,017,385 |
| Total revenue | \$ 2,656,380 | \$ 2,590,256 |
| Total expenditures | \$ 3,225,650 | \$ 3,227,234 |
| Transfers (to) from | \$ 904,733 | \$ 895,426 |
| Change in fund balance | \$ 335,464 | \$ 357,704 |
| Ad valorem taxes collected | \$ 1,203,064 | \$ 1,155,775 |
| Percent of taxes collected | 98.55% | 98.66% |
| Investment income | \$ 57,781 | \$ 26,718 |
| | | |
| <u>CDBG Grant Fund</u> | | |
| Cash and investments | \$ 9,572 | \$ 5,852 |
| Total assets | \$ 258,955 | \$ 257,671 |
| Fund balance | \$ 28,955 | \$ 27,671 |
| Total revenue | \$ 1,284 | \$ 4,938 |
| Total expenditures | \$ - | \$ - |
| Transfers (to) from | \$ - | \$ - |
| Change in fund balance | \$ 1,284 | \$ 4,938 |

Town of Dallas

Financial Highlights
Years Ended June 30, 2018 and 2017

| | <u>2018</u> | <u>2017</u> | | | | |
|---|---------------|----------------|-----------------|---------------------|------------------|---|
| <u>Enterprise Funds:</u> | | | | | | |
| <u>Water and Sewer Fund</u> | | | | | | |
| Cash and investments (including restricted cash) | \$ 1,278,192 | \$ 1,002,491 | | | | |
| Total assets | \$ 10,901,578 | \$ 10,777,015 | | | | |
| Net Position | \$ 7,533,535 | \$ 7,400,024 | | | | |
| Operating revenue | \$ 2,917,710 | \$ 2,620,457 | | | | |
| Operating expenses | \$ 2,541,874 | \$ 2,465,195 | | | | |
| Nonoperating revenues (expenses) | \$ (108,942) | \$ (48,907) | | | | |
| Transfers in (out) | \$ (133,383) | \$ - | | | | |
| Change in net position | \$ 133,511 | \$ 106,355 | | | | |
| Accounts receivable | \$ 454,948 | \$ 396,265 | | | | |
| Investment income | \$ - | \$ 4 | | | | |
| Days sales in accounts receivable | 59.5 | 57.5 | | | | |
| | | | | | | |
| <u>Electric Fund</u> | | | | | | |
| Cash and investments (including restricted cash) | \$ 3,231,207 | \$ 2,916,147 | | | | |
| Total assets | \$ 9,905,432 | \$ 10,102,080 | | | | |
| Net Position | \$ 9,181,513 | \$ 9,020,692 | | | | |
| Operating revenue | \$ 8,336,624 | \$ 8,534,618 | | | | |
| Operating expenses | \$ 6,867,112 | \$ 7,201,389 | | | | |
| Nonoperating revenues (expenses) | \$ (392,958) | \$ 8,755 | | | | |
| Capital contributed from (to)/Grant revenues | \$ - | \$ - | | | | |
| Transfers in (out) | \$ (915,733) | \$ (1,299,063) | | | | |
| Change in net position | \$ 160,821 | \$ 42,921 | | | | |
| Accounts receivable | \$ 1,235,749 | \$ 1,709,871 | | | | |
| Investment income | \$ 8,943 | \$ 1,979 | | | | |
| Days sales in accounts receivable | 54.8 | 74.2 | | | | |
| | | | | | | |
| <u>Other Funds:</u> | | | | | | |
| | <u>Cash</u> | <u>Balance</u> | <u>Revenues</u> | <u>Expenditures</u> | <u>Transfers</u> | <u>Change in</u> <u>Fund Balance</u> |
| LESA Fund | \$ 163,451 | \$ 163,451 | \$ 1,854 | \$ - | \$ 11,000 | \$ 12,854 |
| Storm Water Fund | \$ 133,797 | \$ 121,246 | \$ 129,597 | \$ 102,925 | \$ - | \$ 26,672 |
| Capital Project Fund | \$ - | \$ 133,383 | \$ - | \$ - | \$ 133,383 | \$ 133,383 |
| T.O.P. T.I.E.R. Program | \$ 621,835 | \$ 621,835 | \$ 50,000 | \$ 12,429 | \$ - | \$ 37,571 |
| | \$ 919,083 | \$ 1,039,915 | \$ 181,451 | \$ 115,354 | \$ 144,383 | \$ 210,480 |

Resolution to Accept an Offer to Purchase**Proposing to Accept an Offer to Purchase Parcel #219116**

WHEREAS, the Town of Dallas owns an 11.52 acre tract of land located at W. Robinson St., being further identified as Gaston County Tax Parcel 219116; and

WHEREAS, the Town currently does not utilize this site; and

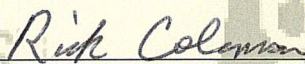
WHEREAS, the Town has received an offer from FPR Dallas LLC, P.O. Box 100, Dallas, NC to purchase this parcel totaling 11.52 acres, as shown on the attached plat; and

WHEREAS, the Town has determined that is particular parcel is not being considered for any future use by the Town.

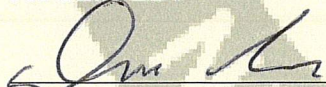
NOW, THEREFORE BE IT RESOLVED that the Board of Aldermen of the Town of Dallas proposes to accept the offer to purchase the designated property submitted by FPR Dallas LLC in the amount of \$115,200.00.

BE IT FURTHER RESOLVED that, upon filing of the required bid deposit as noted in N.C.G.S. §160A-269, the Town shall publish a notice of the offer providing a ten day period in which an upset bid, as defined in N.C.G.S. §160A-269, can be submitted.

Adopted this the 8th day of January, 2019.


Rick Coleman, Mayor

ATTESTED:


Da'Sha Leach, Town Clerk



TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Taking Pride in Dallas Program

AGENDA ITEM NO. 8C

MEETING DATE: 1/8/2019

BACKGROUND INFORMATION:

At the January 22, 2018 Work Session, the Taking Pride in Dallas Program was put on hold to be discussed in April 2018. The program was not discussed in April and has continued to be on hold. Alderwoman Thomas has requested that the program be reinstated. She has offered to take over the program with no assistance from the Town. Since this was a Town sponsored program, a decision should be made whether to keep the program as a Town-program, or to allow private administration of the program.

Attached is an email outlining her proposal.

MANAGER'S RECOMMENDATION:

BOARD ACTION TAKEN:

Maria Stroupe

From: staceythomas349@gmail.com
Sent: Saturday, December 29, 2018 3:55 PM
To: Maria Stroupe
Subject: Taking Pride in Dallas Yard of the Month

This is something I thought of and implemented when I was first elected my first term. At the boards request I stopped it. For the last few months I have received several calls as to why I no longer do it. Since this is something I implemented myself I would like to continue it. It cost the town no money. I probably spend more money in gas and give aways than the Town. I can purchase new signs myself if I need to but at numerous request from Town residents I want to start back in January. Will this require Board Action if the board has nothing to do with it? I would like for it to be on the sign but if thats a issue it dont have to be I will just take a picture of the yard and send it to the Gazette. With so many complaints of how the town look I feel its inoperative to keep everything that we are doing positive for the town going.



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